

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



INVITATION FOR BIDS

Solicitation Number: DCAM-17-NC-0058

Facility Condition Assessments

This solicitation is being set-aside for Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a Small Business Enterprise (SBE).

Date Issued:	February 27, 2017
Pre-Bid Conference:	March 9, 2017 at 11:00 am
Bid Due Date:	March 21, 2017 at 2:00 p.m.
Delivery of Bids:	Department of General Services Contracts and Procurement George G. Lewis, CPPO Frank D. Reeves Center 2000 14 th Street NW Washington, DC 20009
Bid Opening:	March 21, 2017 at 2:15 p.m.
Contact:	Ulrich Kossekpa Contract Specialist Contracts & Procurement Division 2000 - 14 th Street, NW, 8 th Floor Washington, DC 20009 Phone: (202) 671-0560 Email: ulrich.kossekpa2@dc.gov

SECTION A EXECUTIVE SUMMARY

The District of Columbia Department of General Services (“DGS” or “Department”), is issuing this Invitation for Bids (IFB) to engage one Contractor to provide documented data to define and determine the short and long term level of capital reinvestment needed to maintain the subject facilities as safe, reliable, functional, and more energy efficient government assets. The Comprehensive Facility Condition Assessment and Space Utilization Study (“the evaluation”) shall provide objective, analytical findings and recommendations that optimally meets the identified needs. It will produce both a physical plan of action, as well as a budget, to satisfy those needs. The District will use the information from the evaluation to determine future capital funding needs, space needs and to identify future physical repair, replacement and upgrade projects. The Department reserves the right at any time (including after an award hereunder), to either add or remove facilities and/or to increase or decrease the responsibility by contract modification.

The selected Contractor shall perform the required services throughout the 2017 fiscal year for all of the facilities listed on **Attachment A**. The contract shall also provide for one additional option year.

The goal of this procurement is to establish multiple Indefinite Delivery/Indefinite Quantity (IDIQ) Contracts for Facility Condition Assessments in accordance with 27 DCMR Chapter 47, Section 4720 for Sealed Bidding. The Contract will provide the Department the vehicle to procure Facility Condition Assessments on an as needed basis.

This IFB is designated only for certified small business enterprise (SBE) Bidders under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended. ONLY Bidders that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE are eligible.

A.1 CONTRACT TYPE:

A.1.1 The Contract(s) awarded pursuant to this IFB will be an Indefinite Delivery Indefinite Quantity (IDIQ) type of Contract. The Department will order and the Contractor shall provide at least the minimum of \$250,000.00 in services and the Department may order a maximum of \$500,000.00 in services during the Contract period.

A.2 FORM OF CONTRACT:

A.2.1 Contracts resulting from this IFB will typically include the following:

- (a) The Award/Signature Page - **Attachment H**.
- (b) Acknowledgement of Amendments (See Award/Signature Page Section 13).
- (c) The IFB pages 2 – 43

- (d) The Contractor's completed Bid Form - Attachment A.
- (e) Applicable exhibits provided as attachments or incorporated by reference.

A.4 TERM OF THE CONTRACT:

A.4.1 Base Term:

The Base Term of the IDIQ Contracts will be for one (1) year from date of award through one year thereafter.

A.4.2 Option Year:

The Department shall have the unilateral right to extend the term of this Agreement for one (1) Option Year; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the Contract. The preliminary notice does not commit the Department to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Department prior to the expiration of the Contract.

A.4.3 Option Years Pricing:

In the event the Department exercises its option to extend the Agreement to cover an option year, the rates or unit prices applicable to such Option Year are set forth in the Bid Form (**Attachment A**).

A.5 CONTRACTOR'S COMPENSATION:

The contract awarded pursuant to this IFB will be an Indefinite Quantity Indefinite Delivery contract. Bidders will be required to bid fixed unit prices for each of the facilities listed on **Attachment A**. These unit prices will be the Contractor's sole compensation for the services required under the contract and should include sufficient funding for all of the Contractor's costs associated with the work.

A.6 PROCUREMENT SCHEDULE:

The "Procurement Schedule" for this procurement is as outlined below:

- | | |
|--------------------------------------|----------------------------------|
| • Issuance of IFB | February 27, 2017 |
| • Pre Bid Conference | March 9, 2017 |
| • Last Day for Questions | March 13, 2017 |
| • Due Date & Time for Bid submission | March 21, 2017 – 2:00 p.m. (EST) |
| • Bid Opening | March 21, 2017 – 2:30 p.m. (EST) |

IMPORTANT NOTICE: Contracts & Procurement will notify Bidders of any changes, additions and or deletions to the specifications and or responses to questions by addenda posted on the Department of General Services, Contracts & Procurement (C&P) website. It is the potential Bidder's responsibility to frequently visit C&P's website at <http://dgs.dc.gov/page/dgs-solicitations> to obtain addenda once they have received a copy or downloaded a copy of the solicitation.

A.7 ATTACHMENTS:

The Following documents are attached to the IFB:

Attachment A - Bid Form/List of Facilities

Attachment B – Bidder/ Offeror Certification Form

Attachment C - Tax Affidavit

Attachment D - Subcontracting Plan Form

Attachment E - 2017 Living Wage Act Notice and Fact Sheet

Attachment F - First Source Employment Agreement Form

Attachment G - Service Contract Act Wage Determinations

Attachment H - Award/Signature Page

Attachment I- EEO Policy Agreement

SECTION B SCOPE OF WORK

SECTION B SCOPE OF WORK

B.1 Scope of Work

The Contractor shall perform Comprehensive Facility Condition Assessments (FCAs) with associated data to be uploaded and function as the source for the development of a comprehensive repair, alteration, and improvement program for the facilities. The Assessment and analytical data will enable the District to plan, manage and analyze data utilizing a single platform. This will enhance the District's ability to develop short, intermediate, and long term capital improvement strategies based on stakeholder needs and will provide for a cost effective operation of the facility based upon the prioritization code for each identified element or component in the study.

B.1.1 The Contractor shall provide a complete and thorough visual non-destructive Assessment of the entirety of each facility (exterior and interior), grounds, components, and building systems. The Contractor shall utilize the ASTM standards (ASTM E2018-08) for preparing property condition assessments. The Contractor shall be required to perform the Assessments during the hours of 7:00 am and 5:00 pm Monday through Friday.

B.1.2 The Contractor shall determine the remaining life (RUL) of each building components. The Contractor shall provide a preventative maintenance schedule and cost estimates to extend the useful life of assets. The Contractor shall provide a plan to strategically and efficiently reduce the current backlog of deferred capital and routine maintenance projects. The Contractor shall determine the Facility Condition Index (FCI) of each facility.

B.1.3 The Contractor shall use the findings from the facility assessments to determine the timing and extent of required capital and maintenance expenditures required over the next six years. The Contractor shall use engineering judgment to determine the most cost effective repair and replacement options to correct all defects observed and defective conditions or lifecycle replacement repair and replacement projects anticipated over the six year study period. The Contractor shall provide detailed cost estimates for the repair and replacement projects required.

B.1.4 The Contractor shall use iPlan™ Sustainable Facility Governance Solution to collect facility assessment and analytical data so that District can plan, manage and analyze data on a single platform.

B.1.5 The Contractor shall produce floor plans for each floor of each facility to show dimension, space usage and furniture layout in sufficient detail to allow the District to determine building and footprint size, use characteristics and space utilization.

B.1.6 Assessments

B.1.6.1 The Contractor shall research the nature of the project, such as building systems, grounds, utilities, support systems, other building components, building requirements, etc. Review all documentation both at the site and at the District office. The District will make available to the Contractor all documentation it is able to provide in electronic format or hard copy. These may include drawings, assessment reports, and other data. Offeror's should presume that no documentation is available. Contractors shall verify its accuracy before relying on the data. Data must be collected from direct measurements and observations of buildings, and must be based on Contractor's own efforts. All materials provided are for information only and the Contractor shall verify all field conditions. The Contractor is responsible for the accuracy of all statements made in submissions.

B.1.6.2 The Contractor shall conduct a field survey of identified facilities or structures for the purpose of updating and validating existing architectural floor plans. The Contractor shall be required to identify facility status data (age, historical status, construction type, square footage, materials, user/tenants, and functional areas such as offices, mechanical/electrical rooms, etc.); architectural floor plans; and site plan/general development map data (surface man-made site features, and real estate boundary maps). These tasks shall involve coordinating with the District representatives to obtain existing electronic or hardcopy architectural and site development drawings, existing facilities condition assessment reports and other related facilities inventory data.

B.1.6.3 The Contractor shall conduct a physical assessment to include a limited non-intrusive visual assessment of the buildings and their components. It is expected that generally all aspects of the buildings will be made accessible, including the roof, interior areas, mechanical, electrical rooms and common areas. Confined spaces or hazardous areas are not expected to be assessed. Flat roofs with safe access are considered accessible however sloped inaccessible roofing or roofing that is considered unsafe without the use of personal protective equipment will not be accessed.

B.1.6.4 During the Assessment for each building, the Contractor shall utilize the iPlan tools to collect and upload facility-related data for the specific iPlan data elements to be collected. The Contractor is responsible for ensuring that the data sets are accurate and consistent.

B.1.6.5 The Contractor shall identify and categorize each major component for predictive maintenance, testing and/or inspection, preventative maintenance, emergency maintenance and/or routine maintenance needs. The Contractor shall prioritize necessary repair, renovation and or replacement actions with the estimated costs by the projected year in a format consistent with the requirements of the District.

B.1.7 Component Elements

B.1.7.1 Substructure

The elements shall include but are not limited to; the foundations, slabs on grade, basement excavation and walls. The Contractor shall visually evaluate the accessible below grade components for signs of distress (cracking, displacement, insect infiltration, etc.) and document findings with photos.

B.1.7.2 Core and Shell

The elements shall include the superstructure (floors, bearing walls, columns, beams, roofs and related structures); exterior closure (exterior walls, windows and doors); and roofing. The Contractor shall visually evaluate the accessible shell components and ancillary elements for signs of distress and document findings with photo logs. This will include cracking, displacement, and connection adequacy, continuity of flashing and seals, and evidence of other types of distress. The Contractor shall check for flashing and connections for proper drainage on walls and check for condition and proper placement of expansion joints. For roofing, Contractor shall access the roof to visually observe the condition of the roof system and any accessories and details. The Contractor shall observe flashing and penetration details for condition and conformance with accepted practice.

B.1.7.3 Interiors

The elements shall include interior partitions, doors, and specialties such as toilet accessories, lockers, storage shelving, etc. Stairways and finishes; and interior finishes such as paint and other wall finishes, flooring, and interior ceiling finishes and systems. The Contractor shall visually evaluate the condition of interior finishes, and document findings with photos.

B.1.7.4 Building Equipment and Systems

The elements shall include the Conveyor systems (elevators, and other vertical transportation and conveying systems), plumbing systems (fixtures, domestic water distribution, sanitary waste, rain water drainage and special plumbing systems such as gasoline dispensing, compressed air, etc.); HVAC Systems; heat generation, rejection, distribution and transfer systems; HVAC controls and instrumentation; and other HVAC support elements; Fire Detection and Suppression Systems (alarm systems, monitoring systems, sprinkler systems, standpipe and hose systems, pumps, fire protection specialties, and special fire suppression systems); Electrical Systems (service and distribution, feeder type (aluminum or copper), lighting and branch wiring, communications and security systems, emergency generators, UPS systems, and electrical controls and instrumentation). Include service points, meters and capacities for all utilities. The Contractor shall visually evaluate the conditions of service, and document findings. For conveying systems, the Contractor shall review the maintenance records and available reports on equipment and evaluate the performance and anticipated service life of the systems. The Contractor shall also evaluate equipment for code compliance. For plumbing, HVAC and electrical systems, the Contractor shall observe the age, condition, and adequacy of capacity and

status of maintenance of these systems and document their findings.

B.1.7.5 Equipment and Furnishing

The elements shall include fixed components of the structure, and non- movable furnishings, office or support equipment. Representative examples include security vaults, commercial laundry equipment, fixed audio-visual equipment, parking control equipment, kitchen and food service equipment, fixed casework and seating etc. The distinction for most equipment is whether it is attached, hard wired or plumbed directly to the building itself. The Contractor shall visually evaluate and note condition of fixed equipment and furnishings, and document findings with photo logs. List of equipment indicating make, manufacturer, rating/capacity, year of manufacture, and location installed shall also be provided in a tabular form.

B.1.7.6 Other Building Construction

The elements shall include special structures and systems that include special security systems, incinerators, kennels, storage tanks, building automation systems, special purpose rooms, etc. The Contractor shall visually evaluate and note the condition of these other building systems and document findings with photos.

B.1.7.7 Building Site Improvements

The elements include grading and drainage; slope stabilization, protection and erosion control; roadways and parking lots (pavement, curb, gutter and appurtenances), pedestrian paving (sidewalks, exterior steps, etc.), site development (fences and gates, recreational facilities, exterior furniture, bridges, flag poles, exterior signage, lighting, etc.), and landscaping (plantings, irrigation systems, etc.). The Contractor shall visually evaluate and note the condition of site improvements, and document findings. For grading and drainage, the Contractor shall observe the site systems for removal of storm water, and identify any that appear under-capacity or distressed. Also, the Contractor shall evaluate the site with respect to flood potential. The Contractor shall review and document the condition of pavements, curb and gutter, sidewalks and plazas, retaining walls, fences, signs, landscaping and irrigation and present findings with photos.

B.1.7.8 Accessibility

The Contractor shall evaluate Interior and exterior elements, that could present external or internal barriers to accessibility by disabled persons. The Contractor shall conduct a thorough site review to determine major barriers into the buildings, through the buildings, to restroom facilities, and to other service areas within the buildings. The Contractor shall also review and document ADA compliance requirements per applicable building code for each different type of facilities.

B.1.7.9 Safety and Security

The Contractor shall evaluate the current ability of the lower-level wall/window systems' performance with respect to blast shrapnel protection. A safety / security review to determine and document hazards and needed improvements in all areas of the building and surrounding site shall be conducted and provide supportive findings with photos. Thoroughly examine the adequacy of the installed fire protection and prevention systems and recommend necessary upgrades or modernization. Identify buildings that are grandfathered or covered under current District of Columbia Building Codes.

B.1.7.10 Access Control

The Contractor shall conduct a review of all potential points of access and determine and document effectiveness of access control including but not limited to doors and windows, including hardware and other components; intrusion detection systems and access control. The Contractor shall identify a pattern in faulty hardware system and controls.

B.1.7.11 Hazardous Materials

The Contractor shall identify suspected hazardous materials such as building components and stored materials suspected to contain hazardous materials e.g., asbestos, lead, petroleum products, etc. for further study and analysis.

B.1.7.12 LEED Analysis

The Contractor shall conduct study for design and installation of green roof systems to support Low Impact Development solutions. The Contractor shall thoroughly study existing roof structure, subsurface components, drainage system and structural load limits. The Contractor shall provide recommendations and associated costs for achieving and maintaining the District's goals with regard to LEED silver certification and the USGBC.

B.1.8 The Contractor shall be equipped with a field computer to input data for the Assessments.

B.2. Initial Meeting

Within five (5) working days after contract award, an on-site meeting to review the Scope of Work (SOW) with the Project Managers shall be conducted. The meeting shall be attended by key members of the consultants' personnel performing the evaluation.

B.3 Reports

The Contractor shall develop a report through two submissions, corresponding to 75% and 100% completion. It is important that the deliverables noted below be completed for each submission. The percentage completion is secondary in importance to the requirements specified.

1. The facility condition assessment report shall include a thorough narrative of the subject property (current use of subject property).
2. A site plan of the subject property shall be included in the facility condition assessment report.
3. A complete chapter or significant narrative on handicapped access to the subject property.
4. Six (6) year maintenance forecast.
5. The report shall include location specific data, also known as metadata (name of neighborhood in Washington D.C., closest Metro fixed rail station, electoral subdivision or political ward, Advisory Neighborhood Commission neighborhood body).

B.3.1 The Contractor shall submit the seventy-five percent (75%) submittal within 60 days of the contract award. Thirty (30) days will be allowed for the District review and comments. At this stage, the Contractor shall advise the District of any more in-depth investigation needed, including destructive testing to facilitate the evaluation. The Contractor will be given instruction by the Project Manager to proceed with the next submission.

B.3.2 The Contractor shall submit the one hundred percent (100%) submittal in near complete form within forty-five (45) days of receipt of comments on the seventy-five percent (75%) submittal from the District. After review of the one hundred percent (100%) submission, the Contractor will be given instructions by the Project Manager to proceed with final submission.

B.4 Project Safety

The Contractor shall ensure that its work is conducted in a safe manner and that appropriate barricades and other safety procedures are employed to ensure the safety of District staff. All such construction barricades and safety procedures shall be subject to the approval of the Department and its Program Manager.

SECTION C ECONOMIC INCLUSION

C.1 PREFERENCE FOR SMALL, LOCAL AND DISADVANTAGED BUSINESS ENTERPRISES:

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

C.1.1 Application of Preferences

Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Bidders that are certified by the Department of Small and Local Business Development (DSLBD) as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an Development Zone Enterprise (DZE). (A copy of the certification acknowledgment letter must be submitted with the Bidder’s Bid.) A percentage reduction in price shall be granted to prime Contractors as follows:

- (a) Three (3) percent reduction for a Small Business Enterprise (SBE);
- (b) Five (5) percent for a Resident-Owned Business (ROB);
- (c) Ten (10) percent for a Longtime Resident Business (LRB);
- (d) Two (2) percent for a Local Business Enterprise (LBE);
- (e) Two (2) percent for a Local Business Enterprise with its principal office located in an Development Zone Enterprise (DZE);
- (f) Two (2) percent for a Disadvantaged Business Enterprise (DBE);
- (g) Two (2) percent for Veteran-Owned Business (VOB);
- (h) Two (2) percent for Local Manufacturing Business Enterprise (LMBE)

C.1.2 Maximum Preference Points Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a Certified Business Enterprise (CBE) is entitled under the Act is twelve per cent (12%) for Bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime Contractor with CBEs.

C.1.3 Preferences for Certified Joint Ventures

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

C.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

- (a) Any Bidder seeking to receive preferences on this solicitation must be certified at the time of submission of its Bid. The Contracting Officer (CO) will verify the Bidder's certification with DSLBD, and the Bidder should not submit with its Bid any additional documentation regarding its certification as a certified business enterprise.
- (b) Any vendor seeking certification in order to receive preferences under this solicitation should contact the:
Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001
- (c) All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

C.2 LSDBE UTILIZATION:

C.2.1 Mandatory Subcontracting Requirements

- (a) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all Contracts in excess of \$250,000, at least 50% of the dollar volume of the Contract shall be subcontracted to qualified small business enterprises (SBEs).
- (b) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 50% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (c) A prime Contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections C.2.1 (a) and C.2.1 (b) of this clause.
- (d) Except as provided in 2.1 (e) and 2.1 (g), a prime Contractor that is a CBE and has been granted a Bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime Contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (e) A prime Contractor that is a certified joint venture and has been granted a Bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 50% of the

subcontracting effort shall be with CBEs. A certified joint venture prime Contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

- (f) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (g) A prime Contractor that is a CBE and has been granted a Bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the Contract is \$1 million or less.
- (h) A list of Certified Business Enterprises can be found on the District of Columbia, Department of Small and Local Business Development website at <http://dslbd.dc.gov/DC/DSLBD>, click on “Doing Business in the District”, click on “Find CBE Certified Contractors.”

C.2.2 Subcontracting Plan

C.2.2.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 50% of the dollar volume of this Contract in accordance with the provisions of section C.2.1 of this clause. The plan shall be submitted as part of the Bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District. Each subcontracting plan shall include the following:

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

C.2.3 Copies of Subcontracts

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

C.2.4 Subcontracting Plan Compliance Reporting

C.2.4.1 If the Contractor has a subcontracting plan required by law for this Contract, the Contractor shall submit a quarterly report to the CO, COTR, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (e) The price that the prime Contractor will pay each subcontractor under the subcontract;
- (f) A description of the goods procured or the services subcontracted for;
- (g) The amount paid by the prime Contractor under the subcontract; and
- (h) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

C.2.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime Contractor will not receive credit toward its subcontracting requirements for that subcontract.

C.2.5 Annual Meetings

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

C.2.6 Notices

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

C.2.7 Enforcement and Penalties for Breach of Subcontracting Plan

C.2.7.1 Contractor shall be deemed to have breached a subcontracting plan required by law, if the Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

C.2.7.2 A Contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

C.2.7.3 If the CO determines the Contractor's failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in Clause 8 of the Standard Contract Provisions (SCP), Default.

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTORS:

- C.3.1** At least fifty-one percent (51%) of the Bidder's team and every sub-consultant's employees hired after the Bidder enters into a Contract with the Department, or after such sub-consultant enters into a Contract with the Bidder, to provide the required goods or services, shall be residents of the District of Columbia.
- C.3.2** Upon execution of the Contract, the Bidder and all of its member firms, if any, and each of its subcontractors and sub-consultants shall submit to the Department a list of current employees that will be assigned to work under the Contract, the date that they were hired and whether or not they live in the District of Columbia.
- C.3.3** The Bidder shall comply with Subchapter X of Chapter II of Title 2, and all successor acts thereto, including by not limited to the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011, and the rules and regulations promulgated thereunder. The Bidder and all member firms, subcontractors, tier subcontractors, sub-consultants, and suppliers with Contracts in the amount of \$300,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement **Attachment F** with the D.C. Department of Employment Services ("DOES") upon execution of the Contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work; (iii) make best efforts to hire at least 51% District residents for all new jobs created under the Contract; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10th of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in a program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with Contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

SECTION D COMPLIANCE REQUIREMENTS

D.1 CONFORMANCE WITH LAWS:

It shall be the responsibility of the Contractor to perform the Agreement in conformance with the Department's Procurement Regulations (27 DCMR § 4700 et seq.) and all statutes, laws, codes, ordinances, regulations, rules, requirements and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the Department's procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements and orders that apply and their effect on the Contractor's obligations thereunder.

D.2 LICENSING, ACCREDITATION AND REGISTRATION:

The Contractor and all of its subcontractors shall comply with all applicable District of Columbia, state and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Contract.

D.3 STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions for Use with Supplies and Services Contracts (2016) are applicable to this Contract and are incorporated by this reference.

D.4 LIVING WAGE ACT:

The Living Wage Act is applicable to this Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by that Act (**Attachment E**).

D.5 SERVICE CONTRACT ACT:

The Service Contract Act is applicable to the resulting Contract. As such, the Contractor and its subcontractors shall comply with the wage and reporting requirements imposed by this Act. Applicable wage determination rates are attached hereto as **Attachment G**.

SECTION E
EVALUATION AND AWARD CRITERIA

E.1 CONTRACT AWARD:

- E.1.1** This procurement is being conducted in accordance with the provisions of §4720 of the Department's Procurement Regulations (27 DCMR, Chapter 47).
- E.1.2** The District reserves the right to accept/reject Bids resulting from this solicitation. The Chief Contracting Officer may reject all Bids or waive any minor informality or irregularity in Bids received whenever it is determined that such action is in the best interest of the District.
- E.1.3** The District will make an award to one **responsive and responsible** Bidder, complying with all provisions of the IFB, with the lowest evaluated bid price as determined by the sum of the fully loaded fixed unit prices per location for the base and one (1) option year after application of the appropriate percentage reduction for certified Small Business Enterprise (SBE).

SECTION F

BID ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Bidder's Bid submissions shall be proffered. References are made to other sections in this IFB for further explanation.

F.1 BID IDENTIFICATION:

Bids shall be proffered in an original and three (3) hard copies placed in a sealed envelope conspicuously marked: Invitation for Bids: Facility Condition Assessments DCAM-17-NC-0058

An electronic copy of the Bid Form **Attachment A** shall be emailed to the address indicated in **Section G.1** by the Bid Submission Deadline. The electronic document shall be in MS Excel format *only* and both the electronic copy and the hard copy Bid Forms **Attachment A** shall contain the same bid information, without exception.

F.2 DELIVERY OR MAILING OF BIDS:

Submissions shall be delivered or mailed to:

Department of General Services
Attn: George G. Lewis, CPPO
2000 14th Street, NW 8th Floor
Washington, D.C. 20009
Phone: (202) 478-5727

F.3 DATE AND TIME FOR RECEIVING BIDS:

Submissions shall be received no later than 2:00 p.m. local time on March 21, 2017. The Bidder assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

F.4 BID OPENING:

A public Bid Opening will be held at 2:15 p.m. on March 21, 2017 at the Reeves Center 2nd Floor Community Room.

F.5 ATTACHMENTS:

The Bidder shall complete and include the following attachments in their Bid:

- (a) Award/Signature Page (**Attachment H**)
- (b) Acknowledgement of Amendments (Award/Signature Page Section 13)
- (c) The IFB pages 2 - 43
- (d) Bid Form - Each Bidder shall submit a Bid Form (**Attachment A**);
- (e) Catalog in hard copy, electronic copy and or website links;
- (f) Disclosure Statement – Each Bidder shall submit a Disclosure Statement (**Attachment B**);

- (g) Tax Affidavit - Each Bidder shall submit a completed tax affidavit to include an e-mail address and fax number (**Attachment C**). In order to be eligible for this procurement, Bidders must be in full compliance with their tax obligations to the District of Columbia government;
- (h) Subcontracting Plan Form - Each Bidder shall submit a Subcontracting Plan, if applicable, substantially in the form of (**Attachment D**);
- (i) First Source Employment - Each Bidder shall submit the First Source Employment Agreement in the form of (**Attachment F**); and
- (j) Equal Employment Opportunity (EEO) Policy Statement Agreement – Each Bidder shall submit a signed EEO Policy Statement Agreement on company letterhead and complete and sign the Employer Information Report in the form of **Attachment I**;
- (k) DSLBD Certification Letter – Each Bidder shall submit a copy of the certification acknowledgement letter issued by DSLBD.

SECTION G

BIDDING PROCEDURES & PROTESTS

G.1 CONTACT PERSON:

The contact person for this IFB is:

Ulrich Kossekpa
Department of General Services
Contracts and Procurement Division
2000 14th Street, NW
8th Floor
Washington, DC 20009
Phone: (202) 6971-0560
Email: ulrich.kossekpa2@dc.gov

G.2 EXPLANATIONS TO PROSPECTIVE BIDDERS:

Each Bidder shall carefully examine this IFB and any and all amendments, addenda, or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a Bid. Should a Bidder find discrepancies or ambiguities in, or omissions from, the IFB and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the IFB, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to a Bidder concerning the solicitation will be furnished promptly to all other Bidders as an amendment or addendum to this IFB if in the sole discretion of the Department that information is necessary in proffering Bids or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the Contract will not be binding.

Requests shall be directed to Ulrich Kossekpa at the email address listed in Section G.1 no later than March 13, 2017. The person making the request shall be responsible for prompt delivery.

G.3 DISPUTES AND PROTESTS:

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

G.4 RETENTION OF SUBMISSIONS:

All submissions will be retained by the Department and therefore will not be returned to the Bidders. With the exception of proprietary financial information, the submissions will become the property of the Department, and the Department has the right to distribute or use such information as it determines.

G.5 EXAMINATION OF BIDS:

Bidders are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this IFB. Failure to do so shall be at the sole risk of the Bidder, and may result in disqualification.

G.6 LATE BIDS AND MODIFICATIONS:

- (a) Any Bid received by the Department after the exact time specified for receipt shall not be considered.
- (b) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the Bid wrapper or other documentary evidence of receipt maintained by the installation.
- (c) Notwithstanding any other provisions of this Invitation for Bids to the contrary, a late modification of an otherwise successful Bid which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- (d) Bids shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Bids.

G.7 NO COMPENSATION FOR PREPARATION OF BIDS:

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any Bids submitted in response to this IFB, or prepared in connection therewith, including, but without limitation, any Bids, statements, reports, data, information, materials or other documents or items.

G.8 REJECTION OF BIDS:

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all Bids;
- (b) To reject Bids that fail to prove the Bidder's responsibility;
- (c) To reject Bids that contain conditions and/or contingencies that in the Department's sole judgment, make the Bid indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award;
- (d) To waive minor irregularities in any Bid provided such waiver does not result in an unfair advantage to any Bidder;
- (e) To take any other action within the applicable Procurement Regulations or law;
- (f) To reject the Bid of any Bidder that has submitted a false or misleading statement, affidavit or certification in connection with such Bid or this Request for Bids.
- (g) To reject as non-responsive any Bid that fails to include a subcontracting plan that is required by law.

G.9 LIMITATION OF AUTHORITY:

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this IFB is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

SECTION H INSURANCE REQUIREMENTS

H.1 REQUIRED INSURANCE:

The Contractor shall maintain the following types of insurance throughout the life of the Contract.

H.1.1 Commercial General Public Liability Insurance coverage (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than One Million Dollars (\$1,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and One Million Dollars (\$1,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage. The Contractor will be required to maintain this coverage in force for a period of at least two years after substantial completion.

H.1.2 Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subcontractors at or in connection with the work.

H.1.3 Automobile Liability, including Hired and Non-Owned Auto Liability coverage in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

H.1.4 Excess Umbrella Liability coverage (on at least a follow form basis) and when combined with the general liability policy has an aggregate limit of at least Two Million Dollars (\$2,000,000).

H.2 ADDITIONAL INSURED:

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

H.3 WAIVER OF SUBROGATION:

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

H.4 STRENGTH OF INSURER:

All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION I
DEPARTMENT'S RESPONSIBILITIES

I.1 INFORMATION & SERVICES:

I.1.1 The Department will provide full information in a timely manner regarding the requirements of the project, including a program which sets forth the Department's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

I.2 DEPARTMENT'S DESIGNATED REPRESENTATIVES:

I.2.1 Chief Contracting Officer (CCO). In accordance with 27 DCMR, Chapter 47, Section 4704 Contracts may be entered into and signed on behalf of the District Government only by CCO. The address and telephone number of the CCO is:

George G. Lewis, CPPO
Interim Associate Director & Chief Contracting Officer
Department of General Services
2000 14th Street, N.W. – 8th Floor
Washington, D.C. 20009
Telephone: (202) 478-5727
E-mail: george.lewis@dc.gov

I.2.1. Authorized Changes by the Contracting Officer (CO) and the CCO:

I.2.1.1 The CCO and the CO are the only persons authorized to approve changes to any of the requirements of the Contract. The CO is authorized to approve changes valued up to \$100,000.00.

I.2.1.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the CCO.

I.2.1.3 In the event the Contractor effects any change at the instruction or request of any person other than the CCO, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

I.2.2 Contracting Officer's Technical Representative (COTR):

I.2.2.1 The COTR is responsible for general administration of the Contract and advising the CCO as to the Contractor's compliance or noncompliance with the Contract. The COTR Manager has the responsibility for the

day-to-day monitoring and supervision of the Contract, of ensuring the Work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in writing by the CCO and/or in the Contract. These include:

- I.2.2.1.1** Keeping the CCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CCO of any potential problem areas under the Contract;
- I.2.2.1.2** Coordinating site entry for Contractor personnel, if applicable;
- I.2.2.1.3** Reviewing invoices for completed work and recommending approval by the CCO if the Contractor's prices and costs are consistent with the Contract and progress is satisfactory and commensurate with the rate of expenditure;
- I.2.2.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions and the Contract; and
- I.2.2.1.5** Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- I.2.2.1.6** The address and telephone number of the COTR is:

Jeff Jennings
Planning Office
Department of General Services
2000 14th Street, NW, 5th Floor
Washington, DC 20009
Office: 202-727-2800
Mobile: 202-573-2577
Email: jeff.jennings@dc.gov

I.2.2.2 The COTR Shall NOT Have the Authority to:

- I.2.2.2.1** Award, agree to, or sign any Contract document, change order, change directive, delivery order or task order. Only the CCO shall make contractual agreements, commitments or modifications;
- I.2.2.2.2** Grant deviations from or waive any of the terms and conditions of the Contract;
- I.2.2.2.3** Increase the dollar limit of the Contract or authorize work beyond the scope and dollar limit of the Contract,
- I.2.2.2.4** Authorize the expenditure of funds by the Contractor;
- I.2.2.2.5** Change the period of performance; or
- I.2.2.2.6** Authorize the use of District property, except as specified under the Contract.
- I.2.2.2.7** The Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CCO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CCO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of any unauthorized changes.

I.3 PAYMENTS:

I.3.1 Invoicing

The Contractor shall invoice the Department on a monthly basis. Each such invoice shall itemize all goods and services provided and submitted to dgsfm.inves@dc.gov

I.3.2 Right to Withhold Payments

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

- I.3.2.1** The work is defective and such defects have not been remedied; or
- I.3.2.2** The Department has determined that the Contractor's progress has fallen behind the project schedule, and the Contractor fails, within ten calendar days of the Department's written demand, to provide the Department with a realistic and acceptable plan to recover the delays; or

I.3.2.3 The Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or

I.3.2.4 The Contractor is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section C of this Contract).

I.3.3 The Department's Liability

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

SECTION J MISCELLANEOUS PROVISIONS

J.1 RESERVED

J.2 EXTENT OF CONTRACT:

The Contract, which includes this Agreement and the exhibits attached hereto, and other documents incorporated herein by reference, represents the entire and integrated Agreement between the Department and Contractor and supersedes all prior negotiations representations or Agreements, either written or oral. The Contract may be amended only by written instrument signed by both the Department and Contractor. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

J.3 GOVERNING LAW:

The Contract shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its conflict of laws principles.

J.4 ASSIGNMENT:

The Department and Contractor respectively bind themselves, their partners, members, joint venturers, constituent entities, successors, assigns and legal representative to the other party hereto and to partners, members, joint venturers, constituent entities, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

J.5 RETENTION OF RECORDS AND INSPECTIONS AND AUDITS:

J.5.1 The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Contract in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

J.5.2 The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

J.5.3 The Department, the District of Columbia government, the District of Columbia Financial Responsibility and Management Assistance Office, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of

inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

- J.5.4** The Contractor agrees to include the wording of this Section in all its subcontracts in excess of five thousand dollars (\$5,000) that directly relate to project performance.
- J.5.5** Audits conducted pursuant to this Section will be in accordance with generally acceptable auditing principles and established procedures and guidelines of the applicable reviewing or audit agency.
- J.5.6** The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- J.5.7** The Contractor shall preserve all records described herein from the effective date of the Contract completion and for a period of seven (7) years after a final settlement. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

J.6 INSPECTION FOR SUPPLIES AND SERVICES:

- J.6.1** To the extent applicable or appropriate, the Department may, in its sole discretion, enter the place of business of the Contractor or the place of business of any subcontractor in order to inspect or test supplies or services for acceptance by the Department. If inspections and tests are performed at the place of business of the Contractor or any subcontractor, the inspections and tests shall be performed in a manner so as to not unduly delay the work. Inspections and tests by the Department shall not relieve the Contractor or any subcontractor of responsibility for defects or other failures to meet Contract requirements, and shall not constitute or imply acceptance.
- J.6.2** Notwithstanding the Department's acceptance of or payment for any product or service delivered by Contractor, the Contractor shall remain liable for latent defects, fraud, gross mistakes amounting to fraud and the Department's rights under any warranty or guarantee.
- J.6.3** The Department shall have the right to enter the place of business of the Contractor or the place of business of any subcontractor in order to investigate

any Contractor or offeror with respect to a debarment or suspension of the Contractor or any such subcontractor.

J.7 LAWS AND REGULATIONS INCORPORATED BY REFERENCE:

All federal and District of Columbia laws and regulations, and all Department procedures now or hereafter in effect, whether or not expressly provided for or referred to in the Contract, are incorporated by reference herein and shall be binding upon the Contractor and the Department. It shall be the responsibility of the Contractor to perform the Contract in conformance with the Department's procurement regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, and orders of governmental bodies, including, without limitation, the U.S. Government and the District of Columbia government; and it is the sole responsibility of the Contractor to determine the procurement regulations, statutes, laws, codes, ordinances, regulations, rules, requirements, and orders that apply and their effect on the Contractor's obligations thereunder. However, if the application of a future law or regulation requires the Contractor to undertake additional work that is materially different in scope than that presently contemplated or required, the Contractor shall be entitled to an equitable adjustment for such additional work.

J.8 TAX EXEMPTION PROVISION:

Any tax exemptions applicable to the District of Columbia, including the gross receipts sales tax exemption for the sale of tangible personal property to the District, codified in D.C. Code § 47-2005, shall apply to the performance of the Contract.

J.9 ANTI-COMPETITIVE PRACTICES AND ANTI-KICKBACK PROVISIONS:

J.9.1 The Contractor recognizes the need for markets to operate competitively and shall observe and shall comply with all applicable law, rules, and regulations prohibiting anti-competitive practices. The Contractor shall not engage, directly or indirectly, in collusion or other anti-competitive practices that reduces or eliminates competition or restrains trade. The Department shall report to the appropriate authority any activity that evidences a violation of the antitrust laws, and take such other further action to which it is entitled or obligated under the law.

J.9.2 The Contractor shall observe and comply with all applicable law, rules, and regulations prohibiting kickbacks and, without limiting the foregoing, Contractor shall not (i) provide or attempt to provide or offer to provide any kickback; (ii) solicit, accept, or attempt to accept any kickback; or (iii) include, directly or indirectly, the amount of any kickback in the Contract price charged by Contractor or a subcontractor of the Contractor to the Department. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in this subparagraph in its own operations and direct business relationships. The Department may take any recourse available to it under the law for violations of this anti-kickback provision.

J.9.3 The Contractor represents and warrants that it did not, directly or indirectly; engage in any collusive or other anti-competitive behavior in connection with the Bid, negotiation or award of the Contract.

J.10 RESPONSIBILITY FOR AGENTS AND CONTRACTORS:

The Contractor shall be responsible to the Department for any and all acts and omissions of the Contractor's agents, employees, Subcontractors, Sub-Subcontractors, material suppliers, and laborers, and the agents and employees of the Subcontractors, Sub-Subcontractors, material suppliers, and laborers performing or supplying work in connection with the project.

J.11 ETHICAL STANDARDS FOR DEPARTMENT'S EMPLOYEES AND FORMER EMPLOYEES:

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

J.12 GRATUITIES AND OFFICERS NOT TO BENEFIT PROVISIONS:

J.12.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Contract or any other Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Contract and may pursue such other rights and remedies provided by law and under the Contract.

J.12.2 In the event the Contract is terminated as provided in J.12.1, the Department shall be entitled:

J.12.2.1 To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor; and

J.12.2.2 As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department) which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

J.12.3 No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom, and all Agreements entered into by the authorized representative of the Department in which he or any officer or employee of the Department shall be personally interested as well as all Agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such Contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the Agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimus.

J.13 COVENANT AGAINST CONTINGENT FEES PROVISIONS:

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

J.14 NON-DISCRIMINATION IN EMPLOYMENT PROVISIONS:

J.14.1 The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to, the following:

J.14.1.1 Employment, upgrading, or transfer;

J.14.1.2 Recruitment or recruitment advertising;

J.14.1.3 Demotion, layoff, or termination;

J.14.1.4 Rates of pay, or other forms of compensation; and

J.14.1.5 Selection for training and apprenticeship.

J.14.2 Unless otherwise permitted by law and directed by the Department, the Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this Section concerning non-discrimination and affirmative action.

J.14.3 The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in this Section.

J.14.4 The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other Contract or understanding, a notice to be provided by the Department, advising each labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

J.14.5 The Contractor agrees to permit access by the Department to all books, records and accounts pertaining to its employment practices for purposes of investigation to ascertain compliance with this Section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

J.14.6 The Contractor shall include in every subcontract the equal opportunity clauses of this Section so that such provisions shall be binding upon each subcontractor or vendor.

J.14.7 The Contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance.

J.15 BUY AMERICAN ACT PROVISION:

The Contractor shall comply with the provisions of the Buy American Act (41 U.S.C. § 10a), including, but not limited to, the purchase of steel.

J.16 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISION:

The Contractor agrees that the construction work performed under this Contract shall be subject to the Contract work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).

J.17 TERMINATION OR SUSPENSION:

J.17.1 Cancellation before Notice to Proceed

The Department may cancel the Contract at any time before issuance of a Notice to Proceed, in the Department's sole discretion. Such a cancellation shall not be a breach of the Contract, and the Contractor shall not be entitled to any compensation or damages if cancellation occurs.

J.17.2 Termination for Default

The Department may terminate the Contract for default if the Contractor fails materially to perform any of its duties or obligations under the Contract. In particular, but without limitation, the Department may terminate the Contract if:

J.17.2.1 The Contractor fails to prosecute the work diligently, in accordance with the project schedule or to make such progress in the work as the Department reasonably believes is necessary to complete the project within the time required by the Contract; or

J.17.2.2 The Contractor fails to perform the work in a good and workmanlike manner or to correct defects in the work promptly upon notice by the Department; or

J.17.2.3 The Department reasonably determines that the Contractor has abandoned the work, or has failed to pay laborers, mechanics, material men, Subcontractors or suppliers when payment is due; or

J.17.2.4 Becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition under any chapter of the Bankruptcy Code or has an involuntary petition filed against it under any chapter of the Bankruptcy Code, or has a receiver appointed, or files for dissolution or otherwise is dissolved; or

J.17.2.5 The Contractor fails to pay its debts in a timely manner or becomes insolvent, or the Department reasonably determines that the Contractor does not have the financial ability to carry out its obligations under the Contract and the Contractor fails to give the Department prompt and reasonable assurances of its ability to perform.

J.17.2.6 The Department must provide the Contractor with written notice of its intent to terminate the Contract under this provision seven (7) days before actually putting the termination into effect. If the Contractor has begun its curative action and has made progress satisfactory to the Department within the seven days, the Department may so notify the Contractor and the termination will not take effect. Otherwise, the termination shall take effect after seven days without further notice or opportunity to cure.

J.17.2.7 If the Department terminates the Contract for default, the Department will have the right to take over the work, to accept assignment of some or all Subcontracts or agreements with material suppliers, to take possession of the project, to take and use all tools, equipment and supplies then being used in connection with the work, and to finish the project by whatever method it deems expedient, including accepting assignment of all outstanding Subcontracts and Supply Agreements.

J.17.3 Termination for Convenience

J.17.3.1 The Department may, upon seven (7) days written notice to the Contractor, terminate the Contract in whole or specified part, for its convenience, whether the Contractor is in breach of Contract or not. The notice of termination shall state the effective date of termination, the extent of the termination, and any specific instructions.

J.17.3.2 After receiving notice of termination for convenience, the Contractor shall (1) stop work on the terminated portion of the project as of the effective date of the termination and stop placing subcontracts or supply Agreements thereunder; (2) consult with the Department regarding the disposition of existing orders and subcontracts, and use its best efforts to terminate them on terms favorable to the Department; (3) consult with the Department to decide what actions should be taken to protect work in place and equipment that has been delivered and not yet installed, and to render the site safe, and proceed to take such actions as may be agreed upon or, absent Agreement, as may be reasonable; (4) take necessary or directed action to protect and preserve property in the Contractor's possession in which the Department has or may acquire an interest and, as directed by the termination notice or other order from the Department, deliver the property to the Department; and (5) promptly deliver to the Department all computer files it has prepared relating to the project. The Contractor shall also promptly notify the Department, in writing, of any legal proceeding arising from any subcontract or supply agreement related to the terminated portion of the project, and, in consultation with the Department, settles outstanding liabilities arising out of the terminated portion of the project on the best terms reasonably possible.

J.17.3.3 The Contractor shall be entitled to receive only the following with respect to the terminated portion of the project: (1) cost of work performed up to the date of termination; (2) reasonable costs of terminating outstanding subcontracts and supply agreements and other similar wind-up costs in a reasonable amount; (3) a fair and reasonable portion of the overhead and profit attributable to the work performed on the terminated portion of the project, up to the time of termination. The Contractor shall not be entitled to recover overhead or profits on

unperformed portions of the work. Further, if it appears to the Department that the cost of completing work would have exceeded the Lump Sum Price, the Department shall have the right to adjust the settlement figure downward in an appropriate amount. In no case shall the Contractor be entitled to receive an amount in settlement for termination for convenience that would exceed the percentage value of the work actually performed in accordance with the Contract, multiplied by the Lump Sum Price, and reduced by any damages, liquidated or otherwise, the Contractor may owe the Department.

J.17.3.4 Payment of such amounts shall be the Contractor's sole remedy for termination for convenience.

J.17.3.5 The Contractor shall, promptly after termination, submit a proposal for settlement of the amounts due to it as a result of the termination for convenience. The proposal shall be consistent with the requirements of Subparagraphs 17.4.2 through 17.4.4, and shall be accompanied by such documentation of costs as the Department may reasonably require. Such documentation may include cost and price data in accordance with the Department's Regulations.

J.17.4 Effect of Wrongful Termination

Any termination for cause which is later determined to have been improperly affected shall be deemed to have been a termination for convenience pursuant to Paragraph 17.4 and shall be governed by that Paragraph.

J.17.5 Continued Responsibility after Termination

If the Contractor is terminated, either for default or otherwise, the Contractor shall remain responsible for defects or non-conformities in all work performed to the date of the termination.

J.17.6 Suspension

J.17.6.1 Suspension at the Convenience of the Department

The Department may at any time, with or without cause, suspend, delay, reduce or interrupt performance of all or any portion of the work for such period or periods as the Department elects by giving the Contractor written notice specifying which portion of the work is to be suspended and the effective date of such suspension. Such suspension, delay or interruption shall continue until the Department terminates such suspension, delay or interruption by written notice to the Contractor. No such suspension, delay, interruption or reduction by the Department shall constitute a breach or default by the Department under the Contract Documents. The Contractor shall continue to diligently perform any remaining work that is not suspended, delayed, reduced or interrupted and shall take all actions necessary to maintain and safeguard all

materials, equipment, supplies and work in progress affected by the suspension, delay, reduction or interruption.

J.17.6.2 Payment upon Suspension for Convenience

In the event of suspension, delay, reduction or interruption for convenience by the Department, the Department shall pay the Contractor and the Lump Sum Price shall be increased by such amounts (subject to the payment and related requirements of the Contract Documents) as follows:

J.17.6.2.1 Additional costs of the work, if any, which are incurred by the Contractor, its Subcontractors and Vendors as a result of continuing to maintain dedicated personnel, materials and equipment at the Site at the Department's request during any suspension, delay or interruption period, including for the purpose of safeguarding all material, equipment, supplies and the work in progress caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Lump Sum Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the work; and

J.17.6.2.2 Other reasonable and unavoidable costs of the work, if any, which are directly related to any subsequent re-mobilization of the suspended, delayed or interrupted the work caused solely by such suspension, delay or interruption ordered by the Department for convenience, but the Lump Sum Price shall be increased only if and to the extent such delay, suspension or interruption exceeds a period of thirty (30) consecutive days following commencement of the work.

J.17.6.2.3 Provided, however, that no adjustment shall be made to the extent that performance was otherwise subject to suspension, delay or interruption by another cause for which the Contractor is responsible. Furthermore, the Contractor shall not be entitled to an increase in overhead or profit for a suspension ordered by the Department.

J.18 FALSE CLAIMS ACT:

Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in District of Columbia Code § 22-2514.

J.19 INTERPRETATION OF CONTRACT:

All of the documents comprising the Contract should be read as complementary, so that what is called for by one is called for by all. Ambiguities should be construed in favor of a broader scope of work for the Contractor, as the intent of the Contract is, with specific identified exceptions, to require the Contractor to assume entire responsibility for construction of the project. If there is any inconsistency among the documents comprising the Contract, the order of precedence among them is as follows, with the first listed document having the highest priority: this Agreement and its Exhibits, the General Conditions, and the Construction Documents released by the Department. Any Change Order issued and executed by the Department shall supersede those portions of earlier dated Contract documents to which it pertains.

J.20 INDEPENDENT CONTRACTOR:

In carrying out all its obligations under the Contract, the Contractor shall be acting as an independent Contractor, and not as an employee or agent of the Department, or joint venture or partner with the Department. The Contractor shall have exclusive authority to manage, direct, and control the work, and shall be responsible for all construction means, methods, techniques, sequences, and procedures, as well as for project safety.

J.21 CONFIDENTIAL INFORMATION:

In the course of the Contractor's performance of the work, the Department may make available to the Contractor information that the Department designates as trade secrets or other confidential engineering, technical and business information. As long as, and to the extent that, such information remains confidential and available to others only with the consent of the Department, or is not generally available to the public from other sources, the Contractor shall maintain such information in strict confidence and shall not disclose any such information to others (including its employees or Subcontractors), except to the extent necessary to enable the Contractor to carry out the project. The Contractor shall similarly obligate any and all persons to whom such information is necessarily disclosed to maintain the information in strict confidence. The Contractor agrees that, in the event of any breach of this confidentiality obligation, the Department shall be entitled to equitable relief, including injunctive relief or specific performance, in addition to all other rights or remedies otherwise available.

J.22 NO THIRD-PARTY BENEFICIARY RIGHTS:

Nothing in this Agreement shall be construed as creating third-party beneficiary rights in any person or entity, except as otherwise expressly provided in this Agreement.

J.23 MEDIA RELEASES:

Neither the Contractor, its employees, agents or Subcontractors or material suppliers shall make any press release or similar media release related to the project unless such press release have been discussed with the Department prior to its issuance.

J.24 CONSTRUCTION:

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

J.25 NOTICES:

All notices or communications required or permitted under the Contract shall be in writing and shall be sent by hand delivery, scan to email transmission or sent by recognized overnight carrier to the intended recipient at the address stated below, or to such other address as the recipient may have designated in writing. Any such notice or communication shall be deemed delivered as follows: if hand delivered, on the day so delivered, if sent by telecopier, on confirmation of successful transmission, and if sent by recognized overnight carrier, the next business day.

If to the Department:

If to the Contractor:

George G. Lewis, CPPO
Interim Associate Director/Chief Contracting Officer
Department of General Services
2000 14th St, NW – 8th Floor
Washington, DC 20009

This Paragraph shall be read as imposing minimum requirements for distribution of required contractual notices, and not as displacing distribution requirements with respect to design documents, construction submittals, periodic reports, and other documents.

J.26 LIMITATIONS:

The Contractor agrees that any statute of limitations applicable to any claim or suit by the Department arising from this Contract or its breach shall not begin to run, or shall be deemed to be tolled, until Final Completion or, with respect to latent defects or nonconformities, such later time as the Department knew or should have known of the defect or nonconformity.

J.27 BINDING EFFECT; ASSIGNMENT:

The Contract shall inure to the benefit of, and be binding upon and enforceable by, the parties and their respective successors and permitted assigns. The Contractor acknowledges that, in entering into the Contract, the Department is relying on the particular qualifications of the Contractor, and the Contractor therefore shall not delegate or assign any of its duties or obligations under the Contract, except in accordance with the Contract's provisions relating to subcontracting, or pursuant to the Department's prior written consent. The Contractor shall not assign its rights under the Contract, including the right to all or a portion of its compensation, without the Department's prior written consent. Any delegation or assignment made contrary to the provisions of this Paragraph shall be null and void.

J.28 SURVIVAL:

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

J.29 NO WAIVER:

If the Department waives any power, right, or remedy arising from the Contract or any applicable law, the waiver shall not be deemed to be a waiver of the power, right, or remedy on the later recurrence of any similar events. No act, delay, or course of conduct by the Department shall be deemed to constitute the Department's waiver, which may be effected only by an express written waiver signed by the Department.

J.30 REMEDIES CUMULATIVE:

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

J.31 HEADINGS/CAPTIONS:

The headings or captions used in this Agreement or its table of contents are for convenience only and shall not be deemed to constitute a part of the Contract, nor shall they be used in interpreting the Contract.

J.32 ENTIRE AGREEMENT; MODIFICATION:

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective unless made in writing signed by both the Department and the Contractor, unless otherwise expressly provided to the contrary in the Contract.

J.33 SEVERABILITY:

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

J.34 ANTI-DEFICIENCY ACT:

The Department's obligations and responsibilities under the terms of the Contract and the Contract Documents are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. Neither the Contract nor any of the Contract Documents shall constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46,

NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE CONTRACT OR CONTRACT DOCUMENTS UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.

J.35 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Department and Department's consultants, agents, and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from performance of work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

J.36 CHANGES:

J.36.1 Changes Authorized

The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive or Change Order.

J.36.1.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

J.36.1.2 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Contract price to cover any cost increase incurred as a result thereof.

J.36.2 Executed Change Directive/Order Required

Changes to the Agreement may be made only by a written Change Directive or Change Order executed by the Department.

J.36.3 Prompt Notice

In the event the Contractor encounters a situation which the Contractor believes to be a change to this Agreement, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days

after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

J.36.4 Executed Change Orders Final

The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

J.36.5 Failure to Agree

If the Contractor claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the terms of this Agreement. The Contractor shall proceed with the work and the Department's directives, without interruption or delay, and may make a claim of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

J.37 FORMAL DISPUTES RESOLUTION PROCEDURE:

J.37.1 Informal Resolution

It is the mutual desire of the parties to resolve any disputes arising under, or otherwise related to, this Agreement in an informal manner and by consensus. Toward this end, should any such dispute arise, the parties shall use their best efforts to resolve the dispute without the need for formal litigation or process of any kind. In the event that any such dispute cannot be resolved by the parties' representatives, the parties shall arrange for representatives of their senior management to meet and, if possible, discuss the issue. If this process cannot resolve the problem, then either party may initiate arbitration in accordance with Section J.37.2 of this Agreement, if resolution is not reached in such manner, the Program Manager shall make a claim in accordance with this Section.

J.37.2 Claims by the Contractor against the District

J.37.2.1 Notice of Claim

If the Contractor wishes to assert a claim over a Contract dispute, the Contractor shall provide written notice of the claim to the Department pursuant to procedures set forth in Section 4733 of the Department's procurement rules and Section 1004 of the District's Procurement Practices Reform Act of 2010 (PPRA).

J.37.2.2 Contents of Notice of Claim

The notice of claim shall state the nature of the claim, the events or circumstances giving rise to the claim, the type of relief requested, and the amount of time or additional compensation, or other damages sought. If the amount of time, compensation, or other damages sought is not reasonably ascertainable at the time such notice is provided, the Contractor shall so state, explain why, and provide whatever estimates it can reasonably provide. The notice shall state clearly that the Contractor intends to assert a claim against the Department.

J.37.2.3 Appeal Procedures

All claims arising under or in connection with the Agreement or its breach, or relating to the delivery of services, whether framed in Contract, tort or otherwise, and which are not resolved via the claims process may be resolved by filing an appeal with the District of Columbia Board of Contract Appeals in accordance with Title X of the Procurement Practices Reform Act of 2010 (PPRA). However, if a third party brings any claim against the Department, including, without limitation, claims of infringement of patents, copyrights or other intellectual property rights, the Department may bring an action for defense or indemnification against the Contractor in the court in which such claim is being litigated.

Attachment A

Bid Form

See Microsoft Excel Document

DCAM-17-NC-0058 ATTACHMENT A - BID FORM –Facility Condition Assessments

Attachment B

Bidder/Offeror Certification Form

BIDDER/OFFEROR CERTIFICATION FORM

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

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Offeree, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeree has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeree with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.	
2.7 In the past ten (10) years has the Bidder/Offeree had a contract terminated, in whole or in part, for any reason? If so, describe each such determination in detail.	
2.8 In the past ten (10) years has the Bidder/Offeree ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the bidder/offeree:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

PART 4: CERTIFICATES AND LICENSES

Has the bidder/offoror:

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

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

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

PART 5: LEGAL PROCEEDINGS

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

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

If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).

5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act? ☐ Yes ☐ No

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

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

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

PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION

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

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

6.2 Has the Bidder/Offoror ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail. ☐ Yes ☐ No

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

6.3 Within the last seven (7) years, has the bidder/offoror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

6.4 During the past three (3) years, has the bidder/offoror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws? ☐ Yes ☐ No

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offoror failed to file/pay and the current status of the tax liability.

6.5 During the past three (3) years, has the bidder/offoror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance? ☐ Yes ☐ No

If "Yes" to Subpart 6.5, provide the years the bidder/offoror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.6 During the past three (3) years, has the bidder/offoror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services? ☐ Yes ☐ No

If "Yes" to Subpart 6.6, provide the years the bidder/offoror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No														
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).															
6.8 During the past three (3) years, Has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No														
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No														
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).															
PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITH THE DEPARTMENT															
7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.															
(a) Construction: _____ labor hours															
(b) Non-Construction: _____ labor hours															
7.2 In the table below, please list:															
(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and															
(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an attached addendum to this document).															
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; text-align: center;">Contract Number</th> <th style="width: 50%; text-align: center;">Labor Hours Allocated</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Contract Number	Labor Hours Allocated												
Contract Number	Labor Hours Allocated														
PART 8: RESPONSE UPDATE REQUIREMENT															
8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:															
(a) Within sixty (60) days of a material change to a response; and															
(b) Prior to the exercise of an option year contract.															
PART 9: FREEDOM OF INFORMATION ACT (FOIA)															
9.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input type="checkbox"/> No														
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS															
<i>Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.</i>															
PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT															
The bidder/offeror certifies that:															
1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.															
1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)															
(a) _____															
(b) _____															
PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS															
The bidder/offeror certifies that:															
2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:															
(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement															
(i) Those prices;															
(ii) The intention to submit a bid/proposal; or															
(iii) The methods or factors used to calculate the prices in the contract.															

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

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

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

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

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

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

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

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

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

2.4 The Bidder/Offeror certifies that:

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

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

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

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

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

PART 4: FIRST SOURCE OBLIGATIONS

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

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

SECTION III. BUY AMERICAN ACT CERTIFICATION

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

PART 1: BUY AMERICAN ACT COMPLIANCE

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

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

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

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

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

Attachment C

Tax Affidavit

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

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

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

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

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

Signature of Authorizing Agent

Title

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

Attachment D

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 (✓ 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: <i>(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.)</i>			
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: _____
<i>✓all that applies, Subcontractor is:</i> <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: <i>(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.)</i>			
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: _____
<i>✓all that applies, Subcontractor is:</i> <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification # _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			

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

 (Signature)

 (Date)

Complete additional copies as needed.



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

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
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 <i>own organization and resources and NOT subcontract any portion of services or goods.</i>	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 <i>own organization and resources and NOT subcontract any portion of services or goods.</i>

☐ 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

2017 Living Wage Act Notice & Fact Sheet

THE LIVING WAGE ACT OF 2006

D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2017, the living wage rate is \$13.95 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

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

Certain exceptions apply: 1) where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) contracts delivered by regulated utility; 3) 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; 4) contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; 5) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 6) Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501.

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.

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

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

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, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006; D.C. Official Code §§ 2-220.01 – 2-220.11 provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2017, the living wage rate is \$13.95 per hour.

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

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

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

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

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

Enforcement

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

Furthermore, as of November 12, 2015, the US Court of Appeals upheld “The Home Care Final Rule”, issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor issued the Home Care Final Rule to extend overtime protections to home care workers. Employers within this industry are now subject to recordkeeping provisions.

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

- B. The EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.
- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective for as long as the benefit is being received, or for commercial and retail tenants only, for five (5) years following the commencement of the tenant's initial lease.
- E. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.
- H. EMPLOYER with a contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.
- I. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- J. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES, and attached to the original Agreement.
- K. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training

programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within seven (7) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- B. The EMPLOYER will notify DOES of all new jobs created for the Project within at least seven (7) business days (Monday - Friday) of the EMPLOYER'S identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- D. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of current employees that includes the name, Social Security Number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

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

VI. PLACEMENT

- A. The EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within seven (7) business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. The EMPLOYER will still be required to meet the hiring or hours worked percentages for all new jobs created by the Project.

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

VII. REPORTING REQUIREMENTS

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

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the EMPLOYER shall:
1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all new jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for each area of the Project; or

2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all new jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER'S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- B. DOES may waive the hiring or hours worked percentage requirements for all new jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
 1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area; or
 3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
 4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
 1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of ten (10) calendar days;
 2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of seven (7) calendar days;
 3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of seven (7) calendar days;
 4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 6. Whether the EMPLOYER interviewed employable candidates;
 7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

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

11. Any additional documented efforts.

IX. MONITORING

- A. DOES is the District agency authorized to monitor and enforce the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431). As a part of monitoring and enforcement, DOES may require and EMPLOYER shall grant access to Project sites, employees, and documents.
- B. EMPLOYER'S noncompliance with the provisions of this Agreement may result in the imposition of penalties.
- C. All EMPLOYER information reviewed or gathered, including Social Security Numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.
- D. DOES shall monitor all Projects as authorized by law. DOES will:
 - 1. Review all contract controls to determine if EMPLOYER and Subcontractors are subject to DC Law 14-24.
 - 2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source process.
 - 3. Make regular site visits to determine if the EMPLOYER or Subcontractor's workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
 - 4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the First Source Law.
 - 5. Conduct desk reviews of *Monthly Compliance Reports*.
 - 6. Educate EMPLOYERS about additional services offered by DOES, such as On-the-Job Training programs and tax incentives for EMPLOYERS who hire from certain categories.
 - 7. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages.
 - 8. Provide formal notification of non-compliance with the required hiring or hours worked percentages or any alleged breach of the First Source Law to all contracting agencies, and stakeholders. *(Please note: EMPLOYERS are granted 30 days to correct any alleged deficiencies stated in the notification.)*

X. PENALTIES

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

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

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

C. Appeals of violations or fines are to be filed with the Contract Appeals Board.

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

By:

EMPLOYER Senior Official

Name of Company

Address

Telephone

Email

Signature Department of Employment Services

Date

Attachment G

Service Contract Act Wage Determinations

Labor Wage Determination 12-30-16.txt

WD 15-4281 (Rev.-4) was first posted on www.wdol.gov on 01/03/2017

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.: 2015-4281
Revision No.: 4
Date Of Revision: 12/30/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 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 \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. 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, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, 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		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
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		14.98
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		24.23
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

Labor Wage Determination 12-30-16.txt

01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
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	27.70
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	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
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	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57
12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63

Labor Wage Determination 12-30-16.txt

12071	- Licensed Practical Nurse I	19.07
12072	- Licensed Practical Nurse II	21.35
12073	- Licensed Practical Nurse III	24.13
12100	- Medical Assistant	16.36
12130	- Medical Laboratory Technician	18.08
12160	- Medical Record Clerk	18.80
12190	- Medical Record Technician	21.04
12195	- Medical Transcriptionist	20.12
12210	- Nuclear Medicine Technologist	37.60
12221	- Nursing Assistant I	11.74
12222	- Nursing Assistant II	13.19
12223	- Nursing Assistant III	14.40
12224	- Nursing Assistant IV	16.16
12235	- Optical Dispenser	20.17
12236	- Optical Technician	17.38
12250	- Pharmacy Technician	18.12
12280	- Phlebotomist	17.18
12305	- Radiologic Technologist	32.31
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)	23.90
12320	- Substance Abuse Treatment Counselor	27.04
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	21.37
13012	- Exhibits Specialist II	26.46
13013	- Exhibits Specialist III	32.37
13041	- Illustrator I	20.48
13042	- Illustrator II	25.38
13043	- Illustrator III	31.03
13047	- Librarian	36.09
13050	- Library Aide/Clerk	14.86
13054	- Library Information Technology Systems Administrator	32.58
13058	- Library Technician	20.09
13061	- Media Specialist I	20.60
13062	- Media Specialist II	23.05
13063	- Media Specialist III	25.70
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
13090	- Technical Order Library Clerk	18.67
13110	- Video Teleconference Technician	21.25
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

Labor Wage Determination 12-30-16.txt

14170 - System Support Specialist	36.86
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	48.72
15086 - Maintenance Test Pilot, Rotary Wing	48.72
15088 - Non-Maintenance Test/Co-Pilot	48.72
15090 - Technical Instructor	27.59
15095 - Technical Instructor/Course Developer	33.74
15110 - Test Proctor	22.22
15120 - Tutor	22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.37
16030 - Counter Attendant	10.37
16040 - Dry Cleaner	13.33
16070 - Finisher, Flatwork, Machine	10.37
16090 - Presser, Hand	10.37
16110 - Presser, Machine, Drycleaning	10.37
16130 - Presser, Machine, Shirts	10.37
16160 - Presser, Machine, Wearing Apparel, Laundry	10.37
16190 - Sewing Machine Operator	14.28
16220 - Tailor	15.13
16250 - Washer, Machine	11.37
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.25
19040 - Tool And Die Maker	25.72
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	24.23
21040 - Material Expediter	24.23
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	16.20
21130 - Shipping/Receiving Clerk	16.20
21140 - Store Worker I	11.96
21150 - Stock Clerk	17.21
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.93
23019 - Aircraft Logs and Records Technician	21.74
23021 - Aircraft Mechanic I	28.41
23022 - Aircraft Mechanic II	29.93
23023 - Aircraft Mechanic III	31.38
23040 - Aircraft Mechanic Helper	19.29
23050 - Aircraft, Painter	27.20
23060 - Aircraft Servicer	21.74
23070 - Aircraft Survival Flight Equipment Technician	27.20
23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66

Labor Wage Determination 12-30-16.txt

23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditiioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
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	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44

Labor Wage Determination 12-30-16.txt

25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
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
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
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
30095 - Evidence Control Specialist	22.10
30210 - Laboratory Technician	23.38
30221 - Latent Fingerprint Technician I	31.51
30222 - Latent Fingerprint Technician II	34.81
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
30375 - Petroleum Supply Specialist	27.04
30390 - Photo-Optics Technician	27.98

Labor Wage Determination 12-30-16.txt

30395 - Radiation Control Technician	27.04
30461 - Technical Writer I	24.12
30462 - Technical Writer II	29.52
30463 - Technical Writer III	35.72
30491 - Unexploded Ordnance (UXO) Technician I	25.24
30492 - Unexploded Ordnance (UXO) Technician II	30.53
30493 - Unexploded Ordnance (UXO) Technician III	36.60
30494 - Unexploded (UXO) Safety Escort	25.24
30495 - Unexploded (UXO) Sweep Personnel	25.24
30501 - Weather Forecaster I	24.48
30502 - Weather Forecaster II	29.77
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	
31010 - Airplane Pilot	30.53
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	15.38
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	16.83
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	16.83
31362 - Truckdriver, Medium	18.28
31363 - Truckdriver, Heavy	19.96
31364 - Truckdriver, Tractor-Trailer	19.96
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	14.89
99030 - Cashier	10.03
99050 - Desk Clerk	12.08
99095 - Embalmer	25.36
99130 - Flight Follower	25.24
99251 - Laboratory Animal Caretaker I	12.43
99252 - Laboratory Animal Caretaker II	13.59
99260 - Marketing Analyst	33.51
99310 - Mortician	34.10
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	19.20
99711 - Recycling Specialist	23.54
99730 - Refuse Collector	17.01
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	14.77
99830 - Survey Party Chief	23.14
99831 - Surveying Aide	14.38
99832 - Surveying Technician	21.99
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for

reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 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 4.174)

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 conformances 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 re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

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

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

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

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

Conformance Process:

Labor Wage Determination 12-30-16.txt

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

The process for preparing a conformance request is as follows:

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

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

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

Attachment H

Award/ Signature Page

AWARD/CONTRACT		1. Caption		Page of Pages	
		FACILITY CONDITION ASSESSMENTS		1	43
2. Solicitation/Contract Number DCAM-17-NC-0058		3. Effective Date See Block 20C		4. Requisition/Purchase Request/Project No.	
5. Issued By: GEORGE G. LEWIS, CPPO INTERIM ASSOCIATE DIRECTOR/CONTRACTING OFFICER Department of General Services Contracts and Procurement Division 2000 14 th Street, 8 th Floor Washington, DC 20009		6. Administered by (If other than line 5) Ulrich Kossekpa Contract specialist Department of General Services Contracts and Procurement Division			
7. Name and Address of Contractor Insert Contractor		8. Delivery <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other			
		9. RESERVED			
		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 14 th Street, 5 th 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 See Attachment A – Bid Form					
15. Table of Contents					
Section	Description				Pages
A	Cover Page/Signature Page				1-4
B	Scope of Work				5-10
C	Economic Inclusion				11-15
D	Compliance Requirements				16
E	Evaluation and Award Criteria				17
F	Bid Organization and Submission				18-19
G	Bidding Procedures and Protests				20-22
H	Insurance Requirements				23
I	Department's Responsibilities				24-27
J	Miscellaneous Provisions				28-43
<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 George G. Lewis, CPPO Interim Associate Director – Chief Procurement Officer		
17B.		17C. Date Signed		18B.	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				18C. Date Signed	
 Government of the District of Columbia Department of General Services 					

Attachment I

EEO Policy Agreement

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

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

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

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

SECTION D – EMPLOYMENT DATA

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

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

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SUBCONTRACT SUMMARY FORM

PERCENT OF PRIME CONTRACT. _____%

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	Black	Asian	American Indian	Hispanic	Black	Asian	American Indian	Hispanic	
Officials and Managers									
Professionals									
Technicians									
Sales Workers									
Office and Clerical									
Craftsman (Skilled)									
Operative (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
TOTAL									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
<p>INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"</p> <p>_____ Yes _____ No</p> <p>NAME:</p> <p>ADDRESS:</p> <p>TYPE OF ACCOUNT/S:</p>									