**SOLICITATION, OFFER, AND AWARD**

2. Contract Number
   DCPL-2013-R-0002

3. Solicitation Number
   X Request for Proposal

4. Type of Solicitation
   Sealed Bid (IFB)

5. Date Issued
   22-Jan-13

6. Requisition/Purchase Number

**6a. Caption: Zoning Svcs**

7. Issued By
   District of Columbia Public Library - MLK Jr. Branch
   Office of Procurement
   801 G Street Northwest Room 434
   Washington, D.C. 20001

**SOLICITATION**

9. Sealed bid in original and __ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand-carried, in the depository located in __ See Number 7 Above __ until __ 2:00 p.m. local time __ 11-Feb-13 __ (Hour) __ (Date) __

CAUTION: Late Submissions, Modifications and Withdrawals: See 19 DCMI Chapter 43 as applicable. All offers are subject to all terms and conditions contained in this solicitation.

10. For
    Information

   Contact

   A. Name
      Ameer M. Abdullah, Sr

   B. Telephone (No Collect Calls)
      Area Code: 202
      Number: 727-1206

   C. E-mail Address
      ameerm.abdullah@dc.gov

**11. Table of Contents**

<table>
<thead>
<tr>
<th>(X)</th>
<th>Section</th>
<th>Description</th>
<th>Pages</th>
<th>(X)</th>
<th>Section</th>
<th>Description</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>A</td>
<td>Solicitation/Contract Form</td>
<td>1</td>
<td>X</td>
<td>I</td>
<td>Contract Clauses</td>
<td>17</td>
</tr>
<tr>
<td>X</td>
<td>B</td>
<td>Pricing and Schedule</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>C</td>
<td>Statement of Work</td>
<td>3</td>
<td>X</td>
<td>J</td>
<td>List of Attachments</td>
<td>18-50</td>
</tr>
<tr>
<td>X</td>
<td>D</td>
<td>Packaging and Marking</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>E</td>
<td>Inspection and Acceptance</td>
<td>5</td>
<td>X</td>
<td>K</td>
<td>Representations, Certifications and Other Statements of Offerors</td>
<td>51-98</td>
</tr>
<tr>
<td>X</td>
<td>F</td>
<td>Deliveries or Performance</td>
<td>6</td>
<td></td>
<td>L</td>
<td>Instructions, Conditions &amp; Notices to Bidders</td>
<td>99-105</td>
</tr>
<tr>
<td>X</td>
<td>G</td>
<td>Contract Administration Data</td>
<td>7-10</td>
<td>X</td>
<td>M</td>
<td>Evaluation Factors for Award</td>
<td>105-107</td>
</tr>
<tr>
<td>X</td>
<td>H</td>
<td>Special Contract Requirements</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within __ 90 __ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment
    - 10 Calendar days %
    - 20 Calendar days %
    - 30 Calendar days %
    - __ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):

   Amendment Number
   Date
   Amendment Number
   Date

15A. Name and Address of Offeror

   Code
   Facility

15B. Telephone

   Area Code
   Number
   Ext

15C. Check if remittance address is different from above - enter address in Schedule Section K.

16. Name and Title of Person Authorized to Sign Offer/Contract

17. Signature

18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered
    - 20. Amount
    - 21. Accounting and Appropriation

22. Award - DC OCP Form 201 not required
    - Negotiated Agreement - DC OCP Form 201 may be executed

23. Submit Invoices to Address Shown in Item
    - 2 copies unless otherwise specified

24. Administered By (If other than Item 7)

   Code

25. Reserved for future use

26. Name of Contracting Officer (Type or Print)

27. Government of the District of Columbia

28. Award Date

   Signature (of Contracting Officer)
PART I

SECTION B - SUPPLIES OR SERVICE AND PRICE/COST

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

B.1 The District of Columbia Public Library is seeking the legal services of a zoning and/or land use attorney to lead and obtain necessary approvals from the DC Board of Zoning Adjustments for the Woodridge Neighborhood Library Project.

B.2 This is an open market solicitation Request for Proposals

B.3 PRICE

The Offeror shall submit its price proposal for the project in the table below:

| Legal Services for Zoning Issues at the Woodridge Neighborhood Library | $________________ |
| Legal Services for the creation of a public plaza at Hamlin Street NE | $________________ |
PART I

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

The District of Columbia Public Library is in processes of design and constructing a new Woodridge Neighborhood Library, located at 1801 Hamlin Street in Northeast quadrant of Washington DC. The proposed plan is to demolish the existing library located at the site and construct a new 22,500 Square Foot facility.

C.2 PURPOSE

The purpose of this project is to explore the ramifications of the plans to reduce parking and open a public plaza along Hamlin Street NE. for the new Woodridge Neighborhood Library. The Library is seeking a zoning and/or land use attorney to provide legal services in order to obtain the necessary zoning approvals, variances or special exceptions from the DC Board of Zoning Adjustments (BZA).

C.3 SCOPE OF WORK

The Library anticipates needing services of a zoning and/or land use attorney to achieve the following at the Woodridge Library:

A. Waiver for reduction of the parking requirement.

B. Approval for the creation of a public plaza in front of the new Library. This will require the closure of a small portion of Hamlin Street NE to vehicular traffic, however the Library does NOT wish for the District to vacate the right-of-way.

Assumed tasks and deliverables associated with this scope of work

1. Conduct a initial meeting with the Library and the Library’s Architect/Engineer, Wienczek and Associates, to become familiar with the project team and desired project direction.
2. Collect available documentation, mapping and background information as well as identifying any additional project information required.
3. In conjunction with Library officials meet with DC Office of Planning (DCOP) and District Department of Transportation (DDOT) to understand how the Library’s requested zoning approvals, variances or special exceptions and plaza request fall in line with the District’s Overall Comprehensive Plan.
4. Outline a detailed work program and schedule for the necessary approvals. Make recommendations on proceeding with submissions and hearings with the BZA.
5. Represent the Library at all required BZA hearings and Advisory Neighborhood Commission meetings.
SECTION D: PACKAGING AND MARKING

D.1 Not applicable for this project:
PART I

SECTION E: INSPECTION AND ACCEPTANCE

E.1  Not applicable to this project:
PART I

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TIME OF COMPLETION:

The Contractor shall commence work within 5 calendar days of the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer.

a. The Period of Performance for Project 1 is: 365-calendar days from signed and issued NTP
b. Deliverables of detailed in Section C.3. Furthermore, the final deliverable shall be approval from the District’s Board of Zoning Adjustment.
PART I

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

A. The District will make payments to the Contractor, upon the submission of proper invoices, based on the approved Critical Path Method (CPM) schedule Section H.16 of this document, only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract.

B. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

The following procedures are designed to streamline the processing of payment applications submitted for this project. These procedures must be followed for all payment applications submitted. Failure to follow these procedures may result in delays in payment.

A. The Contractor shall submit a draft Schedule of Values to the CA at least ten (10) days before submission of their first Payment Application. Electronic submissions to are acceptable for this purpose. Once accepted by the Library, this Schedule of Values will become the basis for all subsequent Payment Applications.

B. The Contractor shall submit a draft Payment Application to the CA five (5) business days before a planned submission of a final Payment Application. Revisions, if necessary, will be requested by the CA within that five-day period.

a. The Contractor shall ensure that all Payment Applications include the following information on the first page:
   i. The bill-to address: DC Public Library – Chief Financial Officer 901 G Street NW, Room 441Washington, DC 20001
   ii. The Purchase Order number provided by DCPL.
   iii. The Contract number provided by DCPL.
   iv. A unique Payment Application number (if a contractor holds multiple current or past contracts with DCPL, these Payment Application numbers must be unique to each contract. E.g., a contractor may not have more than one Payment Application number “1” with DCPL, even if they are for different contracts. Use of an internal project number as part of the Payment Application number is an effective way to meet this requirement).
   v. The contractor’s name and address.
   vi. The Payment Application date.
   vii. The dollar amount requested from each respective line of the DCPL purchase order.
   viii. The remittance address for payment.
   ix. A contact name and telephone number in case there is a question about the Payment Application.
b. The Contractor shall ensure that all Payment Applications include the following backup documentation:
   i. An updated Schedule of Values
   ii. CBE reports
   iii. Labor Hours worked reports
   iv. Certified Payroll documents as required by the contract
   v. Copies of subcontractor invoices
   vi. Bills of Sale for any offsite stored materials
   vii. Any other relevant documentation necessary to support the Payment Application

c. The Contractor shall also note the following:
   i. Change Orders must be officially approved and executed by DCPL before they are considered for payment. Official approval and execution by DCPL is indicated by issuance of a revised Purchase Order. Payment Applications requesting amounts greater than that which is listed on the current Purchase Order will be rejected.
   ii. DCPL will verify all offsite stored materials in person before they are approved for payment.

C. Once any revisions are incorporated into the Payment Application, mail two (2) hard copies of the final Payment Application and all associated back-up documentation to the following address. Note that electronic submissions of Final Payment Applications will not be accepted for this project.

   DC Public Library – Chief Financial Officer
   901 G Street NW Room 441
   Washington, DC 20001
   Attn: Kim Fuller

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

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.39.5.

G.3.2 The CFO shall not make final payment to the Contractor until the CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

G.4 **METHOD OF PAYMENT:**

   Addressed in Section G.2

G.5 **ASSIGNMENTS:**

   In accordance with DCPL Standard Contract Provision, Section 4383-111, unless otherwise prohibited by this contract, the Contractor may assign monies due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution. Any assignment
shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

Notwithstanding an assignment of money claims pursuant to authority contained in this contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to made directly to the assignee as follows:

Pursuant to the instrument of assignment dated ___________,
make payment of this invoice to _______________________
(name and address of assignee).

G.6 CONTRACTING OFFICER (CO):

The Contracting Officer (CO) assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms and conditions of the contract and safeguarding the interests of the United States in its contractual relationships. The CO is the only individual authorized to enter, administer or terminate this contract and is the only person authorized to approve changes to any of the contract requirements.

The Contracting Officer is identified as follows:

Wayne R. Minor  
Chief Procurement Officer  
DC Public Library  
Office of  
901 G Street, NW  
Washington, DC 20001  
Telephone: (202) 727-4800  
Email: wayne.minor@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:

In accordance with Section 4383-11 of the District of Columbia Public Library's Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts, dated October 2009, the Contracting Officer is the only person authorized to approve changes to 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.

G.8 CONTRACTING OFFICER'S CONTRACT ADMINISTRATOR (CA):

The Contracting Officer may designate Government personnel to act as the Contract Administrator (CA) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award. The designation letter will set forth the authorities and limitations of the COTR under the contract.
A. The Contracting Officer cannot authorize the CA or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

The Contracting Officer’s Contract Administrator is identified as follows:

Jeff Bonvechio  
Director  
Capital Construction  
901 G Street, N.W.  
Washington, D.C. 20001  
Office Number: (202) 442-6070  
Facsimile Number: (202) 727-4792

B. It is fully understood and agreed by the Contractor that the CA shall not have any authority to make changes in the specifications/scope of work, price or terms and conditions of the contract.

C. Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not authorized by the Contracting Officer 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 the unauthorized changes.
PART I

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1  Not applicable to this project:
SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

In accordance with Section 4383-42 of the District of Columbia Public Library's Standard Contract Provisions for Supply, Service, Architect/Engineer and Construction Solicitations and Contracts, dated October 2009 are incorporated herein by reference, with the same force and effect as if given in full text.

I.2 CONFLICT OF INTEREST:

A. No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

B. The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.3 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated in Section K.4. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.4 INSURANCE:

A. GENERAL REQUIREMENTS. Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract, the following types of insurance:

1. Commercial General Liability Insurance, The Contractor shall furnish evidence satisfactory to the Contracting Officer with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum $1,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.
2. **Umbrella/Excess Liability.** Contracts valued at over $100,000.00 or determined to be high risk must carry Umbrella/Excess Liability Insurance with $5,000,000.00 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/Excess Liability limits may be required.

3. **Workers’ Compensation.** The Contractor shall carry according to the statutes of the District of Columbia workers’ compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer’s Liability, $100,000.00 per accident for injury, $100,000 per employee for disease, $500,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers’ compensation laws of the District.

4. **Automobile Liability Insurance.** The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a $1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.

5. **Builder’s Risk Insurance.** Contractor shall provide a Builder’s Risk policy or Installation Floater with limits equal to the projected market value of the completed project to cover property damage to existing facilities at the site. This policy is not required for contracts involving demolition only.

6. **Professional E&O Liability.** (This clause is not applicable to this contract.) All design and design/build contracts must procure Professional Errors and Omissions (Architect’s & Engineer’s) Liability Insurance to cover architectural, engineering, construction management, surveying, hazardous materials testing, and design services performed under this Contract. The policy must provide limits of $1,000,000.00 per claim and a $3,000,000.00 aggregate. The Contractor shall maintain such insurance for five (5) years following the District’s final acceptance of the work. The policy will cover the Design/Builder, its subcontractor and subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

**B. CERTIFICATE OF INSURANCE.** The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the Contracting Officer prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia’s Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the Contracting Officer prior to their termination or material alteration.

**C. DURATION.** The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the Contracting Officer.
D. CONTRACTOR’S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or “in transit”. This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

E. MEASURE OF PAYMENT. The District will not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the lump sum bid price.

I.5 ANTI-DISCRIMINATION CLAUSE:

The Contractor:

1. Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

2. Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

3. Shall, along with all subcontractor, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.6 PRE-AWARD APPROVAL:

In accordance with D.C. Official Code 2-301.05a any contract over one million dollars over a 12-month period must be approved by the D.C. Council before the award.

I.7 DISPUTES:

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The Contractor’s claim shall contain at least the following:

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of the claim;
(3) A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor’s request for relief or other action by the contracting officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of $50,000.00 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

(d) For any claim over $50,000.00, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

(e) The Contracting Officer’s written decision shall do the following:

(1) Provide a description of the claim or dispute;
(2) Refer to the pertinent contract terms;
(3) State the factual areas of agreement and disagreement;
(4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(6) Indicate that the written document is the contracting officer’s final decision; and
(7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor’s claim.

(2) Liability under paragraph (9)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

(a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(b)(1) The Contracting Officer shall decide all claims by the District against a Contractor arising under or relating to a contract.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer’s written decision shall do the following:

(a) Provide a description of the claim or dispute;

(a) Refer to the pertinent contract terms;

(b) State the factual areas of agreement and disagreement;

(c) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

(d) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

(e) Indicate that the written document is the Contracting Officer’s final decision; and

(f) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.

(4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.
(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

I.8  CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.9  TIME:

Time or performance period, if stated in number of days, shall mean calendar days which that includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.10  OTHER CONTRACTORS:

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

I.11  INCORPORATION AND ORDER OF PRECEDENCE:

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Schedule For Construction, Alteration, Repairs Prices (Section-B), (2) Scope, Specifications (Attachment J.1), Drawings (Section C)(Attachment J.2), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), (5) US-DOL Wage Determination Rates (Attachment-J.4), and (6) DC Public Library Standard Contract Provisions for Supply, Service, Architect/engineer and Construction Solicitation and Contracts.

I.12  CONTRACTS IN EXCESS OF $1 MILLION DOLLARS:

Any contract in excess of $1,000,000.00 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the Contracting Officer.
PART III

SECTION J: LIST OF ATTACHMENTS

J.1 Required Labor Contract Provisions
J.2 First Source Employment Agreement
J.3 Small and Local Business Opportunity Commission Certification Package
J.4 Past Performance Evaluation
ATTACHMENT J.1

REQUIRED LABOR CONTRACT PROVISIONS
ATTACHMENT J.1

REQUIRED LABOR CONTRACT PROVISIONS
PAYMENT OF PREDETERMINED MINIMUM WAGES

A. Standard Contract Clauses (Contracts exceeding $2,000.00)

1. Minimum Wages

   (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Contractor or developing of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor, United States Department of Labor, hereinafter referred to as the Secretary of Labor, under the Copeland Act (29 CFR, Part 3), the full amount of wages and bona-fide fringe benefits (or cash equivalents thereof), due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona-fide fringe benefits under Sections (1)(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics, are considered wages paid to such laborers or mechanics subject to the provisions of paragraph A(1)(iv) of this Section; also regular contributions made or costs incurred for more than a weekly period (but not less than often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in A(4).

   Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

   Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph A(1)(ii) of this Section), and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractor at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   (ii) (A) The Contracting Officer of the District of Columbia, Fire and Emergency Medical Service, hereinafter referred to as the Contracting Officer, shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and
wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona-fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

(C) In the event the Contractor, or the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advice the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate), determined pursuant to sub-paragraphs (1)(B) or (1)(C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona-fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or mechanic, the amount of any cost reasonably anticipated in providing bona-fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program.
2. **Withholding**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the United States Department of Labor, withhold or cause to be withheld from the Contractor, under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or developing of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

3. **Payrolls and Basic Records**

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona-fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly numbers of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs, the certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the District of Columbia Government if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the District of completely all of the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U. S. Government Printing Office, Washington, D.C. 20402. The
prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 5.5(a)(3)(I) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee), employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraphs (a)(3)(ii)(B) of this section.

(D) The Contractor shall notify the Contracting Officer, in writing, of all periods of which no work is performed. This notification applies to the prime Contractor and to all subcontractors.

(E) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph A(3)(I) of this section available for inspection, copying or transcribing by authorized representatives of the Contracting Officer or the United States Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.

Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. **Apprentices and Trainees**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona-fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such as apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the Contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**Trainees.** Except as provided in 20 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with
the corresponding journeyman wage rate on the wage determination, which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate whose not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements and Executive Order 11246, as amended and 29 CFR Part 30.

5. **Compliance with Copeland Act Requirements**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. **Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts, the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Contracting Officer may, by appropriate instructions require, and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract Termination: Debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements**

All rulings and interpretations of the Davis-Bacon and related Acts contained in 20 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. **Disputes Concerning Labor Standards**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractor) and the contracting agency, the U. S. Department of Labor, or the employees or their representatives.
10. **Certification of Eligibility**

A. By entering into this contract, the Contractor certifies that neither it (nor he or she), nor any person or firm who has an interest in the Contractor’s firm who has an interest in the Contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

   (i) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


B. **Contract Work Hours and Safety Standards Act**

The Agency Head shall cause or require the Contracting Officer to insert the following clauses set forth in paragraphs B(1), (2), (3), and (4) of this Section in full, in any contract subject to the overtime provisions of the contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 5.5(a) or 4.6 of Part 4 of 29 CFR. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

1. **Overtime Requirements**

   No Contractor or subcontractor contracting for any part of the contract work may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week, whichever is greater.

2. **Violation: Liability for Unpaid Wages:**

   **Liquidated Damages**

   In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clauses set forth in subparagraphs (1) of this paragraph.
3. **Withholding for Unpaid Wages and Liquidated Damages**

The Contracting Officer shall, upon his own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract, subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

4. **Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts, the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. **Contract Work Hours and Safety Standards Act**

In addition to the clauses contained in paragraph B, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 5.1, the Agency Head shall cause or require the Contracting Officer to insert a clause requiring that the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the Contracting Officer to insert in any such contract, a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
SPECIAL STIPULATIONS PERTAINING TO WAGE RATES

RATES OF WAGES determined by the Secretary of Labor, shall apply if the contract is in excess of $2,000.00 in amount. The Secretary of Labor has determined that the wage rates for various classes of mechanics and laborers, enumerated in the attached schedule, were prevailing in the area in which the work is to be performed at the time of Invitation for Bids.

Each class of laborers and mechanics listed in the attached schedule shall receive not less than the minimum rate of wage specified therein. In the event that it becomes necessary to employ any laborer or mechanic whose work is not covered by any of the classifications in said schedule, he shall be paid not less than the prevailing rates of wages for the class of work done by him. Such rate shall be predetermined by the Department of Labor through the Materiel Management Officer. In case any disputes arises as to what are the prevailing rates of wages for work of similar nature, which cannot be adjusted by the Contracting Officer, the matter shall be referred to the Secretary of Labor for determination, whose decisions thereon shall be conclusive on all parties.

While the wage rates listed have been determined to be the prevailing rates for the occupations specified, and the minimum allowable under this specification, it is the responsibility of the Contractors to inform themselves as to the local labor market and conditions, including any pending legislation or existing collective bargaining agreements which provide for future increase in rates.

The Contractor shall abide by and conform to all applicable laws, Executive Orders, regulations and orders of Federal Agencies authorized to pass upon and determine wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed.

The District of Columbia may award contracts for other work at the building and site, and this Contractor shall fully cooperate with such other Contractors and shall not commit or permit any act in connection with employment of labor, or otherwise, which will interfere with the performance of work by any other Contractor.

Bidders are required to fully inform themselves on the conditions relating to construction and labor under which work is now being performed, and this Contractor must employ such methods and means in carrying out his work as will not cause any interruption or interference with any other Contractor.
ATTACHMENT J.2

FIRST SOURCE EMPLOYMENT AGREEMENT
GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: __________________________________________

Employer Name: __________________________________________

Project Contract Amount: ____________________________

Employer Contract Award: ______________________________

Project Name: __________________________________________

Project Address: ___________________________ Ward: _______

Nonprofit Organization with 50 Employees or Less: □ Yes □ No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in 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, hereinafter referred to as “DOES”, and __________________________, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35% of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.

B. The EMPLOYER will require all Project contractors with contracts totaling $100,000 or more, and Project subcontractors with subcontracts totaling $100,000 or more, to enter into a First Source Employment Agreement with DOES.

C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.

D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.

E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

F. This Agreement will not be construed as an approval of the EMPLOYER’S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for __________.  

Revised 12/10 for the District of Columbia
the Project.

G. 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 EMPLOYER'S job openings and vacancies in the Washington Standard 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.


I. The EMPLOYER, prime subcontractors and subcontractors who 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, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia’s Apprenticeship Council.

II. RECRUITMENT

A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.

B. The Employer will post all job vacancies in the DOES’ Virtual One-Stop (VOS) at www.jobs.dc.gov within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.

C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.

D. Job openings to be filled by internal promotion from the EMPLOYER’S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, social security number, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.
III. REFERRAL

A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).

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

IV. PLACEMENT

A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.

B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) 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. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.

C. After the EMPLOYER has selected its employees, DOES will not be 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.

V. TRAINING

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

VI. CONTROLLING REGULATIONS AND LAWS

A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

C. 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.

VII. EXEMPTIONS

A. All contracts, subcontracts or other forms of government-assistance less than $100,000.
B. Employment openings the contractor will fill with individuals already employed by the company.

C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.

D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than $500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.

E. Non-profit organization with 50 or less employees are exempt from the requirements.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

A. 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 advice will include the name of the party taking possession and the name and telephone of that party’s representative.

B. DOES will monitor EMPLOYER’S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.

C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.

D. The Employer will provide DOES additional information upon request.

E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or

2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
   a. Documentation supporting EMPLOYERS 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.
F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:

   1. A good faith effort to comply is demonstrated by the EMPLOYER; or

   2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

      The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

   3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or

   4. DOES certifies that there are insufficient numbers of District 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.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.

H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.

I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES USINESS ENTERPRISE

A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?

   □ YES  □ NO

   If yes, certification number:_________
X. APPRENTICESHIP PROGRAM

A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? □ YES □ NO

If yes, D.C. Apprenticeship Council Registration Number: ___________________

XI. SUBCONTRACTOR

A. Is your firm a subcontractor on this project? □ YES □ NO

If yes, name of prime contractor: ____________________

Dated this __________ day of __________ 20__________

__________________________________________  __________________________________________
Signature Dept. of Employment Services  Signature of Employer

________________________________________
Name of Company

________________________________________
Address

________________________________________
Telephone

________________________________________
E-mail

6 Revised 12/10 for the District of Columbia
EMPLOYMENT PLAN

NAME OF EMPLOYER: ____________________________

ADDRESS OF EMPLOYER: ____________________________

TELEPHONE NUMBER: _______________ FEDERAL IDENTIFICATION NO.: _______________

CONTACT PERSON: ____________________________ TITLE: ____________________________

E-MAIL: ____________________________ TYPE OF BUSINESS: ____________________________

DISTRICT CONTRACTING AGENCY: ____________________________

CONTRACTING OFFICER: ____________________________ TELEPHONE NUMBER: _______________

TYPE OF PROJECT: ____________________________ CONTRACT AMOUNT: ____________________________

EMPLOYER CONTACT AMOUNT: ____________________________

PROJECT START DATE: _______________ PROJECT END DATE: _______________

EMPLOYER START DATE: _______________ EMPLOYER END DATE: _______________

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

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th># OF JOBS</th>
<th>SALARY RANGE</th>
<th>UNION MEMBERSHIP REQUIRED</th>
<th>PROJECTED HIRE DATE</th>
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<tbody>
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<td>K</td>
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</tbody>
</table>
**CURRENT EMPLOYEES:** Please list the names, social security numbers, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

<table>
<thead>
<tr>
<th>NAME OF EMPLOYEE</th>
<th>CURRENT DISTRICT RESIDENT [Please Check]</th>
<th>WARD</th>
<th>SOCIAL SECURITY NUMBER REQUIRED</th>
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</table>
JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.
ATTACHMENT J.3

LSDBE CERTIFICATION PACKAGE
LOCAL, SMALL, RESIDENT AND DISADVANTAGED BUSINESS ENTERPRISES

CERTIFICATION APPLICATION

1. Business Name: ____________________________________________

   E-Mail: ____________ Tel: (_____) ____________ Fax: (_____) ____________

2. Business Mailing Address: ____________________________________________

   City: ________________ State: ___________ Zip: _______ Ward #: ______

3. Principal Contact Person: ________________ Title: ________________ Tel: (_____) ____________

4. List Business Structure (choose one):
   ____ Corporation
   ____ Limited Liability Corporation
   ____ Partnership
   ____ Sole Proprietorship
   ____ Joint Venture

5. Date Business Established: ________ If corporation, location of corporation: ______

   Primary business activity (if diversified, percent of each adding up to a total of 100%): _______%
   Professional Service (i.e., Legal, A&E, CPA, etc.)
   %____ Construction  %____ Manufacturer  %____ Distribution
   %____ Wholesaler  %____ Retailer  %____ Service Provider

6. List the following business information (please contact listed reference phone numbers
   for personal assistance):

<table>
<thead>
<tr>
<th>Dunn &amp; Bradstreet No.:</th>
<th>(800) 333-0505</th>
<th>No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Unemployment Compensation No.:</td>
<td>(202) 724-7566</td>
<td>No.:</td>
</tr>
<tr>
<td>D.C. Franchise Tax ID:</td>
<td>(202) 727-7000</td>
<td>No.:</td>
</tr>
<tr>
<td>Federal Employer ID:</td>
<td>(800) 829-1040</td>
<td>No.:</td>
</tr>
</tbody>
</table>

7. Describe the business' product line, trade or services below (attach additional pages if
   necessary):

   ____________________________________________________________
   ____________________________________________________________
   ____________________________________________________________

7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached, or
    call OCP (202) 727-0252):
8. Briefly describe any specialties:

9. List business and office equipment, vehicles and facilities located (attach additional page if necessary):

<table>
<thead>
<tr>
<th>a. Equipment and Vehicles Owned and/or Leased</th>
<th>Storage Location of Equipment and Vehicles</th>
<th>b. List All Operating Facilities (please designate principal facility)</th>
<th>Address, City, State &amp; Zip</th>
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<tbody>
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</tbody>
</table>

10. Identify all original and current owners/stockholders of the business (attach additional page if necessary):

<table>
<thead>
<tr>
<th>Original and Current Owners/Stockholders of Business</th>
<th>(a) List Total Corporate Shares Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) Name of Owners/Stockholders</td>
<td>(d) (e) (f) (g) (h) (i) (j) (k)</td>
</tr>
<tr>
<td></td>
<td>US Citizen (check X if yes)</td>
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</tbody>
</table>

Note: In column (c), indicate with an “X” whether the persons listed are United States Citizen or Lawfully Admitted Permanent Resident (LAPR). In columns (f) through (k), indicate investment capital, total number and type of shares issued to each owner.

11. Identify current members of Board of Directors/Owners (part a) and Officers of the Corporation (part b):

<table>
<thead>
<tr>
<th>(a) Current Board of Directors/Owners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>------</td>
</tr>
</tbody>
</table>
12. List Bonding Information:

Name of Bonding Company: ____________________________
Address: ____________________________
City State Zip________________________
Contact PersonPhone( )_________ Fax( )_________
List Bonding specialties (if any)________________________
Bonding Limit $________________________

13. List Insurance Information:

Name of Insurance Company: ____________________________
Address: City State Zip________________________
Contact PersonPhone( )_________ Fax( )_________
List Insurance Type: ____________________________ Property/Liability Limit $________________________

14. List Business Banking Information:

Primary Business Bank: ____________________________
Address: City State Zip________________________
Contact PersonPhone( )_________ Fax( )_________

15. List Other Local Businesses (DC based) you do business with:

Business Name: ____________________________
Contact Person: ____________________________ Tel:( )________________________

Business Name: ____________________________
Contact Person: ____________________________ Tel:( )________________________

Business Name: ____________________________
Contact Person: ____________________________ Tel:( )________________________
16. List charitable and other contributions to the DC Community (please be specific):

Name Tel.: ( )
Type of Contribution:

Name Tel.: ( )
Type of Contribution:

17. List total amount of taxes paid to DC Government (specify type of taxes paid in the current and last tax year):

<table>
<thead>
<tr>
<th>Category</th>
<th>Current Year-To-Date</th>
<th>Last Fiscal Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arena</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Corporate</td>
<td>$</td>
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<tr>
<td>Unemployment</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Personal Property</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Workers Compensation</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Sales</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Real Estate</td>
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<td>Fuel</td>
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<td>Business</td>
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<td>Use</td>
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<tr>
<td>Income</td>
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18. List the LSRDBE status you are applying for (please choose all that are applicable and refer to “Supporting Documentation Checklist”):

- Resident Business Ownership
- Local
- Small
- Disadvantaged (additional notarized affidavit required)

a. List location of principal business site:

- DC
- WSMAS (please reference “Waiver Application”)

b. Enterprise Zone - If you have listed “DC” as your principal business site, please indicate one:

- DC Village Economic Development Zone
- Anacostia Economic Development Zone
- At Large DC Based Business, Non-Economic Development Zone
c. List type and qualification for Small Business Enterprise:

Industry Type Revenue Limit (last fiscal year)

- Construction (street, highway, bridges, etc.) $23 million or less
- Building Construction (general construction, etc.) $21 million or less
- Specialty Trade Contractors $13 million or less
- Manufacturing Services $10 million or less
- General Services $19 million or less
- Transportation and Hauling Services $13 million or less
- Goods and Equipment $8 million or less
- Personal Services (hotels, beauty, laundry, etc.) $5 million or less
- Business Services (general) $10 million or less
- Health and Legal Services $10 million or less
- Health Facilities Management $19 million or less
- Financial Institutions $300 million or less

19. List Workforce Information:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Full Time/Part Time</th>
<th>Sex</th>
<th>Date Hired</th>
<th>Home Address</th>
<th>Phone Number</th>
<th>Ward No.</th>
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</table>

20. List Professional and Current Licenses:

<table>
<thead>
<tr>
<th>License Type</th>
<th>License Number</th>
<th>License Expiration Date</th>
<th>Authorizing Entity of License</th>
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</table>

21. List Gross Annual Revenues for Last Three (3) Years:

19/$19/$__________ 20/$________
22. List Sources of Business Revenues

<table>
<thead>
<tr>
<th>Source of Business Revenues Contracts/Sales</th>
<th>List Fiscal Year</th>
<th>Amount ($)</th>
<th>% of Total Revenues</th>
</tr>
</thead>
<tbody>
<tr>
<td>DC Government</td>
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<td>%</td>
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<tr>
<td>Prime/Sub</td>
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<tr>
<td>Private Sector</td>
<td>$</td>
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<td>%</td>
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<tr>
<td>Other</td>
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<td>%</td>
</tr>
<tr>
<td>Total</td>
<td>$</td>
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<td>100%</td>
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<tr>
<td>Description of “Other” Sources</td>
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</table>

23. List the Last Three (3) Contracts:

<table>
<thead>
<tr>
<th>Name of Contractor Contracts/Sales</th>
<th>Project Name</th>
<th>Service Provided</th>
<th>Dollar Amount</th>
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Complete and notarize the attached Affidavit and submit to:

District of Columbia Government
Office of Local Business Development
441 - 4th Street, N. W., Suite 970N
Washington, D. C. 20001
Tel: (202) 727-3900
SWORN AFFIDAVIT

The undersigned swears that the foregoing statements made as part of this application and submitted (with/without a bid or proposal request) are true and correct and include all material information necessary.

1) to identify and explain the operations of ____________________________
   (Name of Company)
2) to identify the ownership thereof; and
3) to establish their eligibility for certification as a Resident Business Owner, Local Business Enterprise, and/or Small Business Enterprise and/or Disadvantaged Business Enterprise, and/or located within an Enterprise Zone.

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC), the LSRDBE Application and supporting documents as may be required to substantiate the firm’s eligibility for self-certification. This includes complete cooperation with the LBOC’s certification process, and allows the examination of books, records and files of the named company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understands and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the D. C. Corporation Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principals thereof that it is reasonably believed has obtained certification by fraud or deceit or has furnished substantially inaccurate or incomplete information to the Commission which is punishable by a fine of $100,000.00. A business enterprise or individual convicted of false swearing shall be subject to criminal penalties of not more than $1,000.00 and/or imprisoned for not more than one (1) year (Dec. 1, 1982, D.C. Law 4-164, ss404, 29 DCR 3976) and possible debarment. If a contract is terminated due to fraud or deceit by the applicant, requiring the government to re-advertise or re-solicit for products or services, the undersigned will be held liable for the additional expenses incurred by the government.

If, after filing this document, there are any change(s) (during the term of the certification) in the information submitted herein, the undersigned will inform the LSRDBE Program immediately of the change(s).

NOTARIZATION: (Sign only in the presence of a D.C. Notary)

Signature: Title: __________________________
Name (please print): Date: ______________________
On this the day of , 20, before me personally appeared (Name of D.C. Notary)
who is properly authorized by (Name of Firm)
to execute this Affidavit and did so at his/her free act and deed.

Notary Signature: My Commission Expires: _________________
(SEAL) Notary Public
REQUIRED SUPPORTING DOCUMENTS
CHECKLIST-CORPORATION

For whom: Companies registered as C-Corporation and S-Corporations with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Existing corporations please:

1. Complete the enclosed application.
2. Provide copies of the following supportive corporate documentation:
   a) Articles of incorporation
   b) Executed stock certificates
   c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted)
   d) Abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
   e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
   f) Last two (2) years of corporate District and Federal Tax Returns
   g) Resume’ of key personnel
3. Principal owner(s) documentation of eligibility:
   a) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
   b) Proof of residency (e.g., copy of driver’s license or picture ID and copy of current utility bill)
4. Lease/Rental Agreements
5. Profession or Trade License
6. Certificate(s) of Good Standing

New corporations (less than 1 year old) must provide:

1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet the criteria.

Newly established companies, less than two years old, MUST submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes MUST be signed by an authorized tax preparer.
REQUIRED SUPPORTING DOCUMENTS
CHECKLIST-SOLE PROPRIETORSHIP

For who: Companies registered as a Sole Proprietorship with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Sole-Proprietorships please:
1. Complete the enclosed application.
2. Provide copies of the following supportive sole-proprietorship documentation:
   a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
   b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
   c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
   d) Last two (2) years of District and Federal Tax Returns
   e) Resume’ of key personnel
   f) Proof of citizenship (e.g., copy of passport, birth certificate, voter registration card)
   g) Proof of residency (e.g., copy of driver’s license or picture ID and copy of current utility bill, certificate of occupancy)
   h) Certificate(s) of Good Standing
   i) Professional or Trade License (J) WUN & Brodstreet H

New sole-proprietorships (less than 1 year old) must provide:
1. All documentation as listed above, and
2. Proof of capital injection (e.g., current bank statement)
3. Comprehensive business plan

Note: Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, MUST submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes MUST be signed by an authorized tax preparer.
REQUIRED SUPPORTING DOCUMENTS
CHECKLIST-PARTNERSHIP

For who: Companies registered as Partnership with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Partnerships please:

1. Complete the enclosed application.

2. Provide copies of the following supportive partnership documentation:
   a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
   b) Brief description of business or an abbreviated business plan (e.g., executive summary, operations plan, organizational structure, and marketing outline)
   c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projects)
   d) Last two (2) years of corporate District and Federal Tax Returns

New partnerships (less than 1 year old) must provide:

1. All documentation as listed above, and

2. Proof of capital injection (e.g., current bank statement)

3. Comprehensive business plan

Note: Companies with principal offices located outside the District of Columbia must also complete a Waiver Application and meet the criteria. Please see attached.

Newly established companies, less than two years old, MUST submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes MUST be signed by an authorized tax preparer.
REQUIRED SUPPORTING DOCUMENTS
CHECKLIST-DISADVANTAGED

For who: Companies applying for Disadvantaged Business Enterprise (DBE) status with principal office(s) located within the District of Columbia or the Washington Standard Metropolitan Statistical Area (WSMSA).

What to Submit: Notarized Letter of Disadvantage:
1. Identification of the group (ethnic basis) for which you are claiming disadvantaged status.
2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system.
   a) Access to capital
   b) Access to credit
   c) Access to bonding
3. Principal owner’s personal financials
4. Proof of capital injection (e.g., current bank statement)
5. Comprehensive business plan

Note: To obtain additional information about this program, please contact the Offices of Human Rights and Local Business Development, Certification Division at (202) 727-3900. All documents submitted are kept confidential and on file.

Violations: Individuals found to have submitted fraudulent or substantially inaccurate information will be subject to civil or criminal penalties (fines, imprisonment and/or debarment). Violators will also be liable for any additional expense the government incurs as a result of such violations.

Note: Newly established companies, less than two years old, MUST submit Personal Federal and District/State Tax returns for the last two years.

Federal and District/State Taxes MUST be signed by an authorized tax preparer.
GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
441 - 4TH STREET, N.W., SUITE 970N
WASHINGTON, D. C. 20001

FACT SHEET
LOCAL, SMALL, RESIDENT, DISADVANTAGED AND LOCAL BUSINESS CERTIFICATION PROGRAM

The LSRDBE Program was established in 1992 as the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act”. The Act, as amended in 1998, is now D.C. Law 12-268. The Sheltered Market Program, established under the Minority Contracting Act of 1976, effective March 29, 1977 (D.C. Law 1-95), was declared unconstitutional by the U.S. Court of Appeals in O’Donnell Construction v. District of Columbia, 963 F. 2d 420 (D.C. Cir. 1992). As a result thereof, the Sheltered Market Program for minority businesses was discontinued. The D.C. Council enacted a new program entitled the “Equal Opportunity for Local, Small, Resident and Disadvantaged Business Enterprises Act” in 1992. This law has been repealed and replaced by the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D. C. Law 16-33, effective October 20, 2005. Businesses may be certified in the Program as follows:

**Local Business Enterprises (LBE) (section 2331 of the Act)**

**Small Business Enterprises (SBE)**

**Disadvantaged Business Enterprises (DBE)**

**Resident-owned Business (RBO)**

**Longtime Resident Business (LRB)**

**Local Business Enterprise with its Principal Office located in an Enterprise Zone (DZE)**

**Small Business Enterprises (SBE)**

SBE is a local business or a business enterprise that has satisfied the requirements established in Section 2332 of the Act and is independently owned, operated and controlled and has had average annualized gross receipts (for three years preceding certification) and does not exceed the limits (size standards) as follows:

<table>
<thead>
<tr>
<th>Industry Type</th>
<th>Average Annual Gross Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction (street, highway, bridges, etc.)</td>
<td>$23 million</td>
</tr>
<tr>
<td>Building Construction (general construction, etc.)</td>
<td>$21 million</td>
</tr>
<tr>
<td>Specialty Trade Contractors</td>
<td>$13 million</td>
</tr>
<tr>
<td>Manufacturing Services</td>
<td>$10 million</td>
</tr>
<tr>
<td>General Services</td>
<td>$19 million</td>
</tr>
<tr>
<td>Transportation &amp; Hauling Services</td>
<td>$13 million</td>
</tr>
<tr>
<td>Goods &amp; Equipment</td>
<td>$ 8 million</td>
</tr>
<tr>
<td>Personal Services (hotels, beauty, laundry, etc.)</td>
<td>$ 5 million</td>
</tr>
</tbody>
</table>
Business Services (general) $10 million
Health & Legal Services $10 million
Health Facilities Management $19 million
Financial Institutions $300 million

Resident Business Ownerships (RBO)

RBO is a local business enterprise owned by an individual, or a majority number of individuals, subject to personal income tax in the District of Columbia.

Enterprise Zones

Businesses that are located within an enterprise zone or an area for which an application for designation as an enterprise zone has been submitted will be eligible for a two (2) point preference, in the case of proposals and a two percent (2%) reduction in price, in the case of bids.

The following locations represent the economic development zones for the District of Columbia:

(1) The Alabama Avenue economic development zone, which is bordered on the North by the East side of Fort Stanton Park, S. E. and Suitland Parkway, S. E. and the northern property line of Saint Elizabeth’s Hospital and Alabama Avenue, S. E., on the South side by Southern Avenue, S. E., on the South side by Southern Avenue, S. E., on the Northeast side along Fort Baker to 28th Street, S. E., South on 28th Street to Denver Street, S. E., South on Denver Street, S. E., to Naylor Road, S. E., and Southeast on Naylor Road, S. E., to Southern Avenue, S. E., and on the West by South Capitol Street, S. E., as designated in Mayor’s Order 86-193, dated October 27, 1986 (33 DCR 7798);

(2) The D. C. Village economic development zone, which is bordered by I-95 on the West and South, Martin Luther King, Jr., Avenue, S. W., on the East, and Laboratory Road, S. W., on the North, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCR 7798);

(3) The Anacostia economic development zone, from the West span of the 11th Street Bridge, South to Martin Luther King, Jr., Avenue, S. E., and ‘S’ Street, S. E., East on ‘S’ Street, S. E., to Naylor Road, S. E., South to Altamont Place, S. E., South to Good Hope Road, S. E., South along the West boundary of Fort Stanton Park to Suitland Parkway, S. E., crossing Suitland Parkway, S. E., at Robinson Place, S. E., Northwest along the North property-line of Saint Elizabeth's Hospital that includes approximately 40 acres adjacent to Barry Farms on the North property-line, including the area in and around the Point, and adjacent to the I-295 expressway right of way on the South property-line, to the West property-line of Saint Elizabeth’s Hospital, South to the Southern property-line of Saint Elizabeth’s Hospital, East to Milwaukee Place, S. E., Southeast to Martin Luther King, Jr., Avenue, S. E., South to Portland Street, S. E., West to South Capitol Streets, S. E., North to Anacostia Drive, S. E., East to the West span of the 11th Street Bridge.

Waiver Provisions
Applicants whose principal offices are not physically located within the District of Columbia may qualify for certification as SBE and DBE if they meet certain waiver provisions. The waiver provisions are based on an applicant's ability to demonstrate strong economic ties to the District of Columbia. These applicants must first satisfy the waiver provisions in order to be eligible for certification consideration.

All information should be submitted to the Certification Division, D.C. Department of Small and Local Business Development, One Judiciary Square, 441 - 4th Street, N. W., Suite 970N, Washington, D.C. 20001. For more information, please contact the Certification Division staff at (202) 727-3900.

**LSRDBE Certification Expiration**

1. **Expiration:** All certifications expire two (2) years from the date of issuance.

   How to read your certification number:
   Sample: 00-01-1234 (means)
   Year 2000, Month 01, Certification No. 1234

2. **Recertification:** Applications should be submitted not less than ninety (90) days before the date of expiration.
   Anticipate Recertification:
   Sample: Expiration January 20007 (means)
   Submitted for renewal review in October 1999 2006

3. **Changes/Eligibility Status:** The Small and Local Business Opportunity Commission (SLBOC) shall be notified of any changes that may affect the eligibility for certification of the applicant. See DCMR Section 812.6 of the DC Municipal Regulations on LSRDBE Contracting.

   Notify SLBOC of: Change of address and telephone numbers.
   Change of ownership and/or control.
   Other pertinent changes that affect the make-up of the company as presented in your LSRDBE certification application.

   Note: Failure to inform the SLBOC of these changes can result in the revocation of your certification.

4. **Bidding:** A copy of the LSRDBE certification letter must be attached to the front of all bids and/or proposals for the Local, Small, Resident and Disadvantaged Business Enterprises Program. Section DCMR Sections 804.8(b), 818.2 of the DC Municipal Regulations on LSRDBE Contracting.
PENALTY PROVISION

The Office of Attorney General (OAG) may bring a civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers, or principals that it reasonably believed have obtained certification by fraud or deceit or have furnished substantially inaccurate or incomplete ownership information to the Commission. A business enterprise or individual found guilty shall be subject to a civil penalty of not more than $100,000.00, in accordance with D.C. Law 16-33.
"Support Documents"

*Required for Re-Certification Only*

(All documents submitted are kept confidential)

Exhibit 1. Certification Application.

Exhibit 2. A copy of applicant’s most recent financial statement (which is less than 120 days old?)

Exhibit 3. District and Federal tax returns for the past two (2) years.

Exhibit 4. Current District of Columbia Professional License (i.e., Contractor, Engineer or Architect), if applicable.
Required for Re-Certification Only

If you are applying for Re-Certification as a Disadvantaged Business Enterprise (DBE), you must include the principle owners’ personal financial statement (less than 120 days old) and your notarized DBE letter demonstrating causes that contribute to your economically and socially disadvantaged status (access to capital, credit, bonding, equal opportunity in contracts, educational opportunities and housing).
WAIVER APPLICATION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
SMALL AND LOCAL BUSINESS OPPORTUNITY COMMISSION

The WAIVER APPLICATION is for companies whose principal office is NOT physically located in the District of Columbia.

Firms located outside the District of Columbia may obtain Small, Disadvantaged Business Enterprise Certification consideration IF the applicant meets 4 of the 5 following criteria:
(Please complete this addendum and submit with your certification application package)

Applicant’s Name: ____________________________________________________________
Business Name: _____________________________________________________________
Principal Address: ____________________________________________________________
(Street Address) ____________________________________________________________
(City) (State) (Zip)

Telephone Number: ______________________ Fax Number: ______________________

1. The applicant’s principal office is located in the Washington Standard Metropolitan Statistical Area*: Yes No

   List City and State: ______________________________ County: ______________________
   Documentation Required: A copy of the lease or rental agreement, or deed for the principal business office.

2. More than fifty percent (50%) of the assets of the business enterprise are located in the District of Columbia: Yes No

   Total Assets (100%): % of Assets in DC: ________________

   Documentation Required: Proof of ownership and value of plant/warehouse, real estate, equipment, vehicles (industry related) or IRA or other retirement account; balance sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

3. More than fifty percent (50%) of the employees of the business are residents of the District of Columbia.

   Total Number of Employees: __________ Number of DC Residents: __________

   Documentation Required: Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old.
4. The owners of more than fifty percent (50%) of the business enterprise are residents of the District of Columbia.

Total Number of Owners: Number of Owners in DC: 

Percentage (%) Ownership in DC: 

Documentation Required: Copy of personal income tax returns of principal owners reflecting their permanent home address; driver’s license; homeowner’s tax assessment and Articles of Incorporation.

5. More than fifty percent (50%) of the total sales or other revenues derived from transactions in the District of Columbia. Yes No

Total Sales (FY- ): 
Total DC Sales Revenues (FY- ): 
Percentage (%) DC Sales Revenue (FY- ): 

Documentation Required: Documentation of sales (e.g., photocopies of contracts, sales tax forms and/or invoices from each jurisdiction; tax returns or income statement).

*Washington Standard Metropolitan Statistical Area (WSMSA)*

Maryland Counties: Calvert, Charles, Howard, Montgomery, Prince Georges’
Virginia Counties: Arlington, Fairfax, Loudon, Prince William, Stafford
Virginia Cities: Alexandria, Fairfax, Falls Church, Manassas, Manassas Park
ATTACHMENT J.4

PAST PERFORMANCE EVALUATION
**SUMMARY EVALUATION OF CONTRACTOR/PROVIDER PAST PERFORMANCE**

(Attach separate sheet if necessary.)

<table>
<thead>
<tr>
<th>2. Name of Contractor:</th>
<th>3. Contract Administrator/COTR:</th>
<th>4. CLASSIFICATION (Check boxes that apply)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
<td>a. Small Purchase</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
<td>b. Contract Action</td>
</tr>
<tr>
<td>City:</td>
<td>City:</td>
<td>c. DC Supply Schedule</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>Zip Code:</td>
<td>d. Delivery Order</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Telephone:</td>
<td>e. Fed Supply Schedule</td>
</tr>
<tr>
<td>Facsimile:</td>
<td>Facsimile:</td>
<td>f. Intra-District</td>
</tr>
<tr>
<td>E-mail:</td>
<td>E-mail:</td>
<td>g. MCU</td>
</tr>
<tr>
<td>Point of Contact:</td>
<td></td>
<td>h. OCP/Firm</td>
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<tr>
<td></td>
<td></td>
<td>i. LGSBIE</td>
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</tr>
</tbody>
</table>

5. DATE OF AWARD:

6. CONTRACTOR TAX IDENTIFICATION NUMBER:

7. Contract Monitor:

Name:
Address:
Telephone:
Facsimile:
Agency:
E-mail:

8. COST ON DATE OF AWARD:

10. FINAL CONTRACT COST:

11. CONTRACT PERIOD: (Specify Month, Day, Year)

From _________ To _________

12. PERIOD OF PERFORMANCE EVALUATION REVIEW: (Specify Month, Day, Year)

From _________ To _________

13. Evaluate the Contractor's adherence to the specific contract requirements or Scope of Work.

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

14. Evaluate the quality of the Contractor's delivered item or final work product, or service.

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

15. Evaluate the timeliness and adherence to interim and final delivery requirements and milestones.

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

16. Evaluate the reliability of the Contractor.

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

17. Evaluate the effectiveness of the Contractor's service delivery and interaction.

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

18. Evaluate the accuracy, timeliness, and completeness of contractor's documentation.

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]


0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

20. Evaluate the ability of contractor to deliver or perform at the original price or budget.

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

21. Evaluate the effectiveness of Project Management. (Check only if applicable.)

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

Evaluate the Contractor's compliance with Safety Standards. (Check if Applicable) (Required for construction contracts)

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

23. Evaluate the Contractor's compliance with Labor Standards. (Required for construction contracts.)

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

24. Evaluate Contractor's facility(ies) (Check only if applicable. Note each location, if more than one).

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

25. Provide an OVERALL PERFORMANCE EVALUATION RATING and add any additional comments. (Attach separate sheet if necessary.)

0. [ ] 1. [ ] 2. [ ] 3. [ ] 4. [ ] 5. [ ]

26. Evaluator

a. Name: __________________________

b. Signature: ________________________

c. Date: ____________________________

d. Comments:

27. Contracting Officer Review

a. Name: _____________________________

b. Signature: _________________________

c. Date: _____________________________

d. Comments:

DISTRIBUTION (FOR OCP USE ONLY):

a. Procurement File
b. Agency Chief Contracting Officer
c. Chief Procurement Officer (CPO)
d. OCP Headquarters (Quality Assurance)
e. Contract Administrator/COTR
f. Contract Monitor
g. Agency Director
h. Agency Program
i. Agency Chief Financial Officer
j. D.C. Office of Inspector General
k. D.C. Office of Local Business Development
l. OTHER

Computer Generated
OCP Form 4001 (Front) (Rev. 32000)
INSTRUCTIONS

GENERAL INSTRUCTIONS:

1. This form shall be generated to rate the performance of any contractor, provider, or supplier of goods and services to the District of Columbia.
2. The performance shall be summarized in the comments blocks included on the front of this form by checking the appropriate rating block, and adding any additional comments.
3. If there is not enough space to provide additional comments, please provide the comments on a separate sheet, and attach that sheet to the form.
4. Please complete and transmit the attached form to your Agency Chief Contracting Officer in the Office of Contracting and Procurement (OCP), no less than three (3) weeks from the date that a contract ends, or the final delivery and receipt of goods and services pursuant to a contract, or upon the specific request of a representative of the Office of Contracting and Procurement.
5. Please evaluate the performance of the contractor in each area requested checking the appropriate block on the performance evaluation form in accordance with the Rating Schedule listed below:

   RATING SCHEDULE

   (0) UNSATISFACTORY  The performance was substandard, and does not meet most contractual requirements. The contractual performance contained serious compliance problems for which the contractor’s corrective actions appear or were ineffective.

   (1) POOR  The performance was simply marginal, and just barely met the contractual requirements. There are, or were, deficiencies in the overall performance that the contractor needs to address. Generally, there were several concerns with the contractor’s performance, quality and service.

   (2) SATISFACTORY  The performance acceptably meets or met the contractual requirements. The performance was timely, in compliance with the contractual requirements. Generally, there were a few minor difficulties or problems for which corrective action were undertaken by the contractor and were successful.

   (3) GOOD  The performance on this contract was more than satisfactory and exceeded some of the contractual requirements. The performance was more than timely and the quality of service above compliance with the requirement. Generally, there was good satisfaction and happiness with the contractor performance, quality, and service.

   (4) VERY GOOD  The performance met and exceeded most of the contractual requirements, to the benefit of the government, resulting in a high standard of quality, timeliness, and overall customer satisfaction. There were minimal difficulties with this contract for which all corrective actions undertaken by the contractor were met and fully implemented by the contractor.

   (5) OUTSTANDING  The performance of the contractor ALWAYS exceeds the contractual requirements, and was reflected by a continued pattern of an exceptional quality goods (or service, or work product); a continued pattern of advance delivery of goods or completion of services; a continued pattern of always performing at or below budget costs; and an unusual pattern of responsiveness to customer concerns; and an exceptionally high standard of demonstrated technical excellence. There were no contractor difficulties with this contract for which corrective action was required.

6. A written, detailed narrative SHALL be provided to support and sustain all ratings of UNSATISFACTORY or OUTSTANDING. Please attach additional sheets, if needed.

SPECIFIC INSTRUCTIONS:  (All items MUST be completed):

Block 1. Insert the assigned, official contract number of the contract.
Block 2. Enter the name, address, telephone and facsimile numbers, and the name of the point of contact of the contractor.
Block 3. Enter the name, address, and telephone, facsimile and e-mail numbers of the Contract Administrator (CA) / Contracting Official Technical Representative (COTR).
Block 4. Enter the appropriate classification information on the contract, or purchase order. Check all that apply.
Block 5. Enter the contract date of award.
Block 6. Enter the contractor’s federal tax identification number that is listed in or on the contract document.
Block 7. Enter a brief statement proving a caption or description of the nature of the contract.
Block 8. Enter the name, address, and telephone and fax numbers of the Contract Monitor, or person completing this evaluation, if other than the CA/COTR.
Block 9. Enter the initial, or agreed upon, price of the contract as listed in the contract or purchase order, exclusive of all modifications.
Block 10. Enter the final cost of the contract, or what has been, or will be paid to the contractor, inclusive of all approved cost modifications.
Block 11. Enter the actual stated contract period of the contract that is listed on the front of the contract document.
Block 12. Enter the specific period for which the performance evaluation is being completed if the specific period is less than the total period of the contract.
Block 13. This item is intended to determine whether the contractor met, or is meeting, the specific requirements outlined in the scope of work that is listed in the contract.
Block 14. This item is intended to determine the quality of the contractor goods, service, or work performance.
Block 15. This item is intended to obtain an indication of the timeliness of performance. Ask the question: Did the contractor deliver or perform on time?
Block 16. This item is intended to assess whether the customer believes the contractor is reliable enough to be used again by the District.
Block 17. This item is intended to evaluate how well the contractor interacted with the District. Was the contractor responsive, flexible, cooperative, and professional.
Block 18. This item is intended to assess the contractor’s consistency in submitting the complete documents for payment, and other administrative documents including compliance on obtaining adequate insurance coverage where that requirement is applicable.
Block 19. This item is intended to ascertain whether the vendor demonstrated originality and resourcefulness in handling issues addressed in a more traditional manner.
Block 20. This item is intended to evaluate the contractor’s compliancy with the stated, or negotiated, contract cost.
Block 21. This item addresses the extent, effectiveness, and overall management capability of the contractor. (Primarily in service, consulting and construction contracts.)
Block 22. This item addresses the extent to which the contractor met compliance requirements for a safe work site. (Primarily applicable in construction contracts)
Block 23. This item addresses the extent to which the contractor met compliance requirements for labor standards and laws.
Block 24. This item is intended to evaluate whether the facilities that are provided by the contractor to the District met requirements, including whether the facilities were clean, and safe; and met all District housing and building code requirements, or had a Certificate of Occupancy, where applicable.
Block 25. Provide an OVERALL PERFORMANCE RATING assessing on the contractor’s performance. The rating must be consistent with the prior ratings.
Block 26. The Evaluator completing this performance evaluation shall sign and enter the date of signature.
Block 27. The Contracting Officer shall review, and shall sign and enter the date of signature.
PART IV

SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER STATEMENTS OF BIDDERS

K-1. Certification of Eligibility

K-2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction

K-3. Payment to Subcontractor and Suppliers Certification

K-4. Equal Opportunity Compliance

K-5. Tax Certification Affidavit

K-6. Bid Bond (Bid Bond is not required for the preconstruction services)

K-7. Certification as to Corporation

K-8. Certification of Independent Price Determination

K-9. Employment Agreement

K-10. Certification under “Buy American Act” (applicable to purchase of material and equipment)

K-11. Certification as to Type of Business Organization
K-1

CERTIFICATE OF ELIGIBILITY
CERTIFICATION OF ELIGIBILITY

________________________________________, being duly sworn (or
(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal
investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any
Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state
agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of
offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.
Providing false information may result in criminal prosecution or administrative sanctions.

________________________________________
Contractor

________________________________________
President or Authorized Official

________________________________________
Date

________________________________________
Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986

Subscribed and sworn before me this _______day of ____________________________

At________________________________________
City and State

________________________________________
Notary Seal

________________________________________
Notary Public

53
K-2

CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION

________________________________, being duly sworn (or

(President or Authorized Official of Bidder)
under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the
Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal
investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any
Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state
agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of
offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action.
Providing false information may result in criminal prosecution or administrative sanctions.

________________________________

Contractor

________________________________

President or Authorized Official

________________________________

Date

________________________________

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31

Subscribed and sworn before me this ____________ day

At ____________________________________________

City and State

________________________________

Notary Seal

________________________________

Notary Public
K-3

CERTIFICATE OF PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATION
PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the Contractor has made and will make timely payments to his subcontractor and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form to:

Wayne R. Minor, Chief Procurement Officer
Office of Procurement
901 G Street N.W., Suite 401
Washington, D.C. 20001

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

_____________________________________
Contractor/Company Name

_____________________________________
Signature of Official

_____________________________________
Date

_____________________________________
Title
K-4

EQUAL OPPORTUNITY COMPLIANCE

NOTE: The note in the top-left box of “SUBCONTRACTOR SUMMARY FORM” stating: “The standard for minority subcontracting is 25%....” is superseded by: The revised minimum LSDBE Subcontracting Set-Aside requirements as specified in “Section-M” of this IFB document.
EQUAL EMPLOYMENT OPPORTUNITY/ AFFIRMATIVE ACTION REQUIREMENTS

AFFIRMATIVE ACTION PROGRAM:

Submission by the Contractor and all subcontractor of an Affirmative Action Plan in compliance with the requirements of Mayor's Order 85-85 is a requirement of this contract. These Affirmative Action Plans must be received by Wayne R. Minor, Contracting Officer, Office of Procurement 901 G Street, N.W., Room 401, Washington D.C. 20001, within five (5) working days subsequent to the proposal closing date. Failure to comply in a timely manner may render the proposal non-responsible.

MINORITY AND FEMALE UTILIZATION:

A minority utilization rate of forty-two percent (42%) for each craft and a female utilization rate of six and nine/tenths percent (6.9%) in the Contractor's and subcontractor' aggregate construction workforce is applicable to this project.

DC RESIDENT HIRING GOAL

In accordance with the Mayor’s Order 83-265. A signed First source Employment Agreement is a requirement for all contracts of $100,000.00 or more. Failure to sign the First Source Employment Agreement, included as a part of the bid forms, may render the bid non-responsive. The First source Employment Agreement must be submitted with the bid.

Any agreement of a contractual nature shall contain the following basic goals and objectives for utilization of BONA FIDE residents of the District of Columbia in each project’s labor force:

A. At least fifty-one percent (51%) of all jobs created are to be performed by employees who are residents of the District of Columbia.

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

APPRENTICESHIP PROGRAM

All prime Contractors and subcontractor who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least $500,000.00 let within a twelve (12) month period, shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. (D.C. Code 3-404 1988).

APPRENTICES AND TRAINEES

This S.P. supplements APPRENTICES AND TRAINEES. Article 3 of STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR DISTRICT GOVERNMENTCONSTRUCTION PROJECTS, DATED 1973; as amended by the Transmittal Sheet No.5.

(1) In Items A, B and C, except for subparagraph C5, wherever the words "Apprenticeship Council, DC Department of Labor" appear, add immediately after: "and/or U.S. Department of Labor."
The Contractor and all Subcontractors shall furnish to the Contracting Officer written evidence of the registration of his/her program and apprentice as well as the appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the contract.

**EMPLOYMENT OF THE HANDICAPPED**

The Contractor and all subcontractors agree not to discriminate against any handicapped person who is qualified to perform the job and also agrees to take Affirmative Action to hire, recruit, train and upgrade qualified handicapped persons without discrimination.

**UTILIZATION OF MINORITY BANKING INSTITUTIONS:**

All prime and subcontractor are encouraged to use the services of banks and other financial institutions owned and controlled by minorities and females.

**MONTHLY EMPLOYMENT UTILIZATION REPORTS:**

Submission of Monthly Employment Utilization Reports (Form AARU-1 02) to the COTR is a requirement of this contract. These reports are due on the last working day of each month at the following address:

901 G Street NW Suite 401  
Washington, DC 20001  
Attn: Lisa Deanes

Prime Contractors are responsible for timely submission of these reports from their entire subcontractor. Failure to comply with this requirement may delay partial payment voucher processing.
ON YOUR [bidder’s] LETTER-HEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

__________ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

__________ AGREES TO 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: (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

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION NAME

DATE
ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY
REQUIREMENTS


______________________________
CONTRACTOR

______________________________
NAME

______________________________
SIGNATURE

______________________________
TITLE

______________________________
CONTRACT NUMBER

______________________________
DATE

62
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

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)

<table>
<thead>
<tr>
<th>Single Establishment Employer</th>
<th>Multi-establishment Employer</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Single-establishment Employer Report</td>
<td>(2) Consolidated Report</td>
</tr>
<tr>
<td>(3) Headquarters Report</td>
<td>(4) Individual Establishment Report (submit one for each establishment with 25 or more employees)</td>
</tr>
<tr>
<td>(5) Special Report</td>
<td></td>
</tr>
</tbody>
</table>

1. Total number of reports being filed by this Company. 

Section B – COMPANY IDENTIFICATION (To be answered by all employers)

1. Name of Company which owns or controls the establishment for which this report is filed

<table>
<thead>
<tr>
<th>Address (Number and street)</th>
<th>City or Town</th>
<th>Country</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>b.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

b. Employer Identification No.

2. Establishment for which this report is filed.

<table>
<thead>
<tr>
<th>Address (Number and street)</th>
<th>City or Town</th>
<th>Country</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Name of establishment</td>
<td>c.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address (Number and street)</th>
<th>City or Town</th>
<th>Country</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Employer Identification No.</td>
<td>d.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Parent of affiliated Company

<table>
<thead>
<tr>
<th>Address (Number and street)</th>
<th>City or Town</th>
<th>Country</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Name of parent or affiliated Company</td>
<td>b. Employer Identification No.</td>
<td>e.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section C – ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Did not report</th>
<th>Report on combined Last year basis</th>
<th>Report on combined basis</th>
</tr>
</thead>
</table>

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.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

DAS 84-404
(Replaces D.C. Form 2640.9 Sept. 74 which is Obsolete) 84-2P891
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.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>TOTAL EMPLOYEES IN ESTABLISHMENT</th>
<th>MINORITY GROUP EMPLOYEES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Employees Including</td>
<td>Male</td>
</tr>
<tr>
<td></td>
<td>Minorities (1)</td>
<td>Female</td>
</tr>
<tr>
<td></td>
<td>Male Including Minorities (2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Female Including Minorities (3)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Black (4)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oriental (5)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>American Indian (6)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spanish Surname American (7)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Black (8)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oriental (9)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>American Indian (10)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Spanish Surname American (11)</td>
<td></td>
</tr>
</tbody>
</table>

| Officials and Managers |                                      |
|------------------------|                                      |
| Professionals          |                                      |
| Technicians            |                                      |
| Sales Workers          |                                      |
| Office and Clerical    |                                      |
| Craftsmen (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)

<table>
<thead>
<tr>
<th>Formal On-The-Job Trainee</th>
<th>White collar</th>
<th>Production</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1)</td>
<td>(2)</td>
</tr>
<tr>
<td></td>
<td>(3)</td>
<td>(4)</td>
</tr>
<tr>
<td></td>
<td>(5)</td>
<td>(6)</td>
</tr>
<tr>
<td></td>
<td>(7)</td>
<td>(8)</td>
</tr>
<tr>
<td></td>
<td>(9)</td>
<td>(10)</td>
</tr>
<tr>
<td></td>
<td>(11)</td>
<td></td>
</tr>
</tbody>
</table>

1. How was information as to race or ethnic group in Section D obtained?  
   a. Visual Survey  
   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 | Address | (Number and street) |
This report (Type of print) | |
Title | City and State | Zip Code | Telephone | Number | Extension |

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.
# DEPARTMENT OF HUMAN RIGHTS AND LOCAL BUSINESS DEVELOPMENT
# CONTRACT COMPLIANCE UNIT

## SUBCONTRACT SUMMARY FORM

This Summary form is to be completed by the PRIME contractor.

<table>
<thead>
<tr>
<th>BID NO.</th>
<th>CCB NUMBER</th>
<th>PAGES</th>
</tr>
</thead>
</table>

**NOTE:** The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.

<table>
<thead>
<tr>
<th>AMOUNT OF PRIME CONTRACT: $</th>
<th>AMOUNT OF ALL SUBCONTRACTS: $</th>
<th>equals % of PRIME CONTRACT.</th>
</tr>
</thead>
</table>

**NAME OF PRIME CONTRACTOR:**

**TELEPHONE NO.:**

**ADDRESS:**

**PROJECT NAME:**

**ADDRESS:**

**WARD NO.:**

**PROJECT DESCRIPTIONS:**

## SECTION II
LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

<table>
<thead>
<tr>
<th>1. NAME OF SUBCONTRACTOR</th>
<th>1. IS THIS A <em>MINORITY SUBCONTRACTOR?</em></th>
<th>1. IN DOLLARS OF SUBCONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. ADDRESS</td>
<td>YES _ NO</td>
<td>$</td>
</tr>
<tr>
<td>3. CONTACT PERSON</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. MBDC CERT. NO.</td>
<td>5. PHONE NO.</td>
<td>2. _ %</td>
</tr>
<tr>
<td>1. MINORITY SUBCONTRACTOR</td>
<td>YES _ NO</td>
<td>$</td>
</tr>
<tr>
<td>2. TRADE OF BUSINESS PRODUCT THAT SUB WILL PROVIDE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1. MINORITY SUBCONTRACTOR</th>
<th>1. IN DOLLARS OF SUBCONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. YES _ NO</td>
<td>$</td>
</tr>
<tr>
<td>2. _ %</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1. MINORITY SUBCONTRACTOR</th>
<th>1. IN DOLLARS OF SUBCONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. TRADE OF BUSINESS PRODUCT THAT SUB WILL PROVIDE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1. MINORITY SUBCONTRACTOR</th>
<th>1. IN DOLLARS OF SUBCONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. TRADE OF BUSINESS PRODUCT THAT SUB WILL PROVIDE</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1. MINORITY SUBCONTRACTOR</th>
<th>1. IN DOLLARS OF SUBCONTRACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. TRADE OF BUSINESS PRODUCT THAT SUB WILL PROVIDE</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL DOLLAR AMOUNT SUBCONTRACTED TO MINORITY BUSINESS ENTERPRISES.** $  
**PERCENT OF PRIME CONTRACT.** %

---

*D.C. LAW 1-95, as amended, defines a MINORITY BUSINESS ENTERPRISE as a business of which more than 50% is owned by members of a minority, and of which more than 50% of the net profit is less accruing to members of a minority.*
### PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

#### MINORITY GROUP EMPLOYEES GOALS

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>MALE</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BLACK</td>
<td>AMERICAN</td>
</tr>
<tr>
<td>OFFICIALS &amp; MANAGERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PROFESSIONALS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TECHNICIANS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SALES WORKERS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OFFICE AND CLERICAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRAFTSMAN'S (SKILLED)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATIVE (SEMI-SKILLED)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LABORERS (UNSKILLED)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SERVICE WORKERS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### TIMETABLES

<table>
<thead>
<tr>
<th>TOTALS</th>
<th>NAME OF AUTHORIZED OFFICIAL:</th>
<th>TITLE:</th>
<th>SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FIRM NAME:</th>
<th>TELEPHONE NO:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**INDICATE IF THE PRIME UTILIZES A “MINORITY FINANCIAL INSTITUTION”**

_____ Yes   _____ No

**NAME:**

**ADDRESS:**

**TYPE OF ACCOUNT/S:**

66
DISTRICT OF COLUMBIA REGISTER

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner’s Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:

   (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.

   (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;

   (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;

   (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor’s Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and

   (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractor in the performance of contracts with the District of Columbia Government.

2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter “Director”) is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.

3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.

4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
(a) to establish standards and procedures by which Contractors and subcontractor who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;

(b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

(c) to examine the employment practices of any District of Columbia Government Contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;

(d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their Contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;

(e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;

(f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any Contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;

(g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;

(h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any Contractor further District of Columbia Government Contractors shall be issued without affording the Contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any Contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;

(i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

(a) the initial responsibility for ensuring that Contractors and subcontractor are in compliance
with any rules, regulations, and procedures promulgated pursuant to this Order;

(b) to examine the employment practices of Contractors and subcontractor in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;

(c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and

(d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. **Procedures:** The procedures to be followed in implementing this Order shall be those set forth in Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. **Severability:** If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.

8. **Effective Date:** This Order shall become effective immediately.

Signed by Marion Barry, Jr.
Mayor

ATTEST: Signed by Clifton B. Smith
Secretary of the District of Columbia
OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to Contractors and subcontractor under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by Contractors and subcontractor performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for Contractors and subcontractor regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor’s Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor’s Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

(a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government Contractor; and

(b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS
1103.1 Each contract for goods and services, including construction contracts, except
construction subcontracts for standard commercial supplies or raw materials, shall
include as express contractual provisions the language contained in subsections 1103.2
through 1103.10.

1103.2 The Contractor shall not discriminate against any employee or applicant for employment
because of race, color, religion, national origin, sex, age, marital status, personal
appearance, sexual orientation, family responsibilities, matriculation, political affiliation,
or physical handicap.

1103.3 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:

(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.

1103.4 The Contractor agrees to post in conspicuous places, available to employees and
applicants for employment, notices to be provided by the Contracting Agency, setting
forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and
affirmative action.

1103.5 The Contractor shall, in all solicitations or advertisements for employees placed by or on
behalf of the Contractor, state that all qualified applicants will receive consideration for
employment pursuant to the non-discrimination requirements set forth in subsection
1103.2.

1103.6 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 Contracting Agency, advising each labor union or workers’
representative of the Contractor’s commitments under this chapter, and shall post copies
of the notice in conspicuous places available to employees and applicants for
employment.

1103.7 The Contractor agrees to permit access to all books, records, and accounts, pertaining to
its employment practices, by the Director and the Contracting Agency for purposes of
investigation to ascertain compliance with this chapter, and to require under terms of any
subcontractor agreement each subcontractor to permit access of such subcontractor,
books, records, and accounts for such purposes.
1103.8 The Contractor agrees to comply with the provisions of this chapter and with all
guidelines for equal employment opportunity applicable in the District of Columbia
adopted by the Director, or any authorized official.

1103.9 The prime Contractor shall include in every subcontract the equal opportunity clauses,
subsections 1103.2 through 1103.10 of this section, so that such provisions shall be
binding upon each subcontractor or vendor.

1103.10 The prime 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; provided, however, that in the event the prime Contractor
becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a
result of such direction by the contracting agency, the prime Contractor may request the
District to enter into such litigation to protect the interest of the District.

1104 AFFIRMATIVE ACTION PROGRAM

1104.1 Each apparent low bidder for a construction contract shall complete and submit to the
Contracting Agency, prior to the execution of any contract in the amount of twenty-five
thousand dollars ($25,000) or more, and each Contractor covered under subsection
1105.1, an Affirmative Action Program to ensure equal opportunity which shall include
specific standards for the utilization of minorities and women in the trades, crafts and
skills to be used by the Contractor in the performance of the contract.

1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and
submit to the Contracting Agency, prior to the execution of any contract in the amount of
ten thousand dollars ($10,000.00) or more, and each Contractor covered under subsection
1105.2, an Affirmative Action Program to ensure equal opportunity which shall include
specific standards for the utilization of minorities in the job categories specified in
subsection 1108.4.

1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following
commitments:

(a) With respect to construction contracts, each Contractor shall certify that it will
comply with the provisions of this chapter, and submit a personnel utilization
schedule for all the trades the Contractor is to utilize, indicating the actual
numbers of minority and female workers that are expected to be a part of the
workforce performing under the contract; and

(b) With respect to non-construction contracts, each Contractor shall certify that it
will comply with the provisions of this chapter, and shall submit a personnel
utilization schedule indicating by craft and skill, the minority composition of the
workforce related to the performance of the work under the contract. The
schedule shall include all workers located in the facility from which the goods and
services are produced and shall include the same information for other facilities
which have a significant relationship to the performance of work under the
contract.
1104.4 If the experience of the Contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the Contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:

(a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the Contractor’s personnel needs, and request referral of minority and female workers; and

(b) Notify any minority and female workers who have been listed with the Contractors as awaiting vacancies.

1104.5 If, within five (5) working days prior to commencement of work, the Contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the Contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.

1104.6 The Contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the Contractor has met its minority and female employment commitments.

1104.7 If the Contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.

1104.8 No Contractor shall refuse employment to any individual who has minimal facility to speak English except where the Contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

1104.9 No union with which the Contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such Contractor.

1104.10 To the extent that Contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those Contractors shall not be considered to be in compliance with this chapter.

1104.11 The obligations of the Contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
1104.12 When any Contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the Contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the Contractor shall notify the appropriate union of that person’s employment.

1104.13 The Contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the Contractor may have with any labor organization.

1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the Contractor’s Affirmative Action Program, the Contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.

1104.15 In any proceeding involving a disagreement between a labor organization and the Contractor over the implementation of the Contractor’s Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.

1104.16 In determining whether or not a Contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:

(a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;

(b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries with in the District of Columbia;

(c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;

(d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the Contractor’s workforce;

(e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and

(f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.

1104.17 The Contractor’s commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good
faith effort to meet those standards. If the Contractor has failed to meet the standards, a
determination of "good faith" shall be based upon the Contractor's documented equal
opportunity efforts to broaden its equal employment program which shall include, but
may not necessarily be limited to, the following requirements:

(a) The Contractor shall notify the community organizations that the Contractor has
employment opportunities available and shall maintain records of the
organizations' responses;

(b) The Contractor shall maintain a file of the names and addresses of each minority
and female worker referred to it and what action was taken with respect to each
referred worker. If that worker was not sent to the union hiring hall for referral or
if the worker was not employed by the Contractor, the Contractor’s file shall be
documented and the reasons therefore;

(c) The Contractor shall notify the Contracting Agency and the Director when the
union or unions with which the Contractor has a collective bargaining agreement
has not referred to the Contractor a minority or female worker originally sent to
the union by the Contractor for union registration, or the Contractor has other
information that the union referral process has impeded the Contractor’s efforts to
meet its goals;

(d) The Contractor shall participate in training programs related to its personnel
needs;

(e) The Contractor shall disseminate its EEO policy internally by doing the
following:

   (1) Including it in any organizational manual;

   (2) Publicizing it in company newspapers, annual report, etc.;

   (3) Conducting staff, employee, and union representatives meetings to explain
       and discuss the policy;

   (4) Posting; and

   (5) Reviewing the policy with minority and female employees.

(f) The Contractor shall disseminate its EEO policy externally by doing the
following:

   (1) Informing and discussing it with all recruitment sources;

   (2) Advertising in news media, specifically including news media directed to
       minorities and women;
(3) Notifying and discussing it with all known minority and women’s organizations; and

(4) Notifying and discussing it with all subcontractor and suppliers.

1104.18 The Contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women’s training organizations within the Contractor’s recruitment area.

1104.19 The Contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The Contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

1104.21 The Contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.

1104.22 The Contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the Contractor’s employee needs.

1104.23 The Contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.

1104.24 The Contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.

1104.25 The Contractor shall make certain that all facilities and company activities are nonsegregated.

1104.26 The Contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.

1104.27 The Contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.

1104.28 The Contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the Contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.

1104.29 The Contractor shall ensure that all of its employees as well as those of its subcontractor are made knowledgeable about the Contractor’s equal opportunity policy.

1104.30 [Reserved]
1104.31 Each Contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractor, the standards, as applicable, which are required under this chapter.

1104.32 Whenever a Contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractor who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime Contractor.

1104.33 The prime Contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.

1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime Contractor.

1105 EXEMPTIONS

1105.1 Prospective construction Contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars ($25,000.00); provided, that when a construction Contractor accumulates contracts amounting to twenty-five thousand dollars ($25,000.00) or more within a period of twelve (12) months that Contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1105.2 Prospective non-construction Contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars ($10,000.00); provided, that when a non-construction Contractor accumulates contracts amounting to ten thousand dollars ($10,000.00) or more during a period of twelve (12) months that Contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be non responsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to non responsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in
opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction Contractor’s standards established in accordance with subsection 1108.1 shall express the Contractor’s commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the Contractor’s District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

(a) Officials and managers;

(b) Professionals;

(c) Technicians;

(d) Sales workers;

(e) Office and clerical workers;

(f) Craftpersons (Skilled);
(g) Operative (Semi-skilled);

(h) Laborers (Unskilled); and

(i) Service workers.

1108.5 With respect to non-construction contracts the Contractor's standards established in accordance with subsection 1108.4 shall express the Contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVER

1109.1 The Director may grant a waiver to a prospective Contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the Contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that Contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that Contractor shall submit a detailed Affirmative Action Program that sets forth the following:

(1) The composition of its current total workforce; and

(2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractor that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.
1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent Contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the Contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

1112 AFTER EXECUTION OF CONTRACT

1112.1 Each Contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each Contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each Contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the Contractor's employment practices and worksites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their Contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each Contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:
To be consistent with its personnel requirements, the Contractor shall make full use of the applicable training programs, including apprenticeship, on-the-job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;

The Contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;

The Contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

1. The name of the organization;
2. The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the course of the contract; and
3. The identity of the trades, and crafts or skills involved in the training.

If the Contractor relies, in whole or in part, upon unions as a source of its workforce, the Contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

COMPLIANCE REVIEW

The Director and the Contracting Agency shall review the Contractor’s employment practices during the performance of the Contract. Routine or special reviews of Contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor’s Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.
1115.2 A routine compliance review shall consist of a general review of the practices of the Contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the Contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

1116 ENFORCEMENT

1116.1 If the Contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the Contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the Contractor meets its goals or if the Contractor can demonstrate that it has made every good faith effort to meet those goals, the Contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the Contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the Contractor has not met the requirements of this chapter, but the Contractor’s failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the Contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government Contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.
HEARINGS

In the event that a dispute arises between a bidder, offeror or prospective Contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitting by such bidder, offeror or prospective Contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective Contractor in question shall be afforded the opportunity for a hearing before the Director.

If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the means specified in subsection 1117.2, the Director may issue a notice requiring the Contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The Contractor in question shall also be afforded the opportunity for a hearing before the Director.

The Director may hold a hearing on any compliant or violation under this chapter, and make determinations based on the facts brought before the hearing.

Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the Contractor in question. The notice shall include the following:

(a) A convenient time and place of hearing;

(b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and

(c) A concise statement of the matters to be brought before the hearing.

All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

SANCTIONS

The Director, upon finding that a Contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

Sanctions imposed by the Director may include the following:
(a) Order that the Contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the Contractor has established and will maintain equal opportunity policies in compliance with this chapter; and

(b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the Contractor provides a program of future compliance satisfactory to the Director.

1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.

1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.

1120 NOTIFICATIONS

1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.

1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.

1120.3 The Director may publish, or cause to be published, the names of Contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.

1121 DISTRICT ASSISTED PROGRAMS

1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the Contractor's obligation under those provision.
DEFINITIONS

1199.1 The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

Contract – any binding legal relationship between the District of Columbia and a Contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

Contracting Agency – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

Contracting Officer – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

Contractor – any prime Contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractor when the context so indicates.

Director – the Director of the Office of Human Rights, or his or her designee.

Dispute – any protest received from a bidder or prospective Contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.


Subcontract – any agreement made or executed by a prime Contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor’s Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

Subcontractor – any Contractor holding a contract with a District prime Contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor’s Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.
K-5

TAX CERTIFICATION AFFIDAVIT
GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue

TAX CERTIFICATION AFFIDAVIT

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

Date

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

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

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

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent

Title

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013
K-6

BID BOND

NOTE:

As required under D.C. Official Code 2-305.02(b) and Article 12 of Standard Contract Provisions for use with the District’s Construction Contracts, each bidder must submit a Bid guarantee in the amount of 5% of the total bid price with his/her bid.
GOVERNMENT OF THE DISTRICT OF COLUMBIA

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<tr>
<th>BID BOND (See Instructions on 2nd page)</th>
<th>DATE BOND EXECUTED: (Must Not be Later Than Bid Opening Date)</th>
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<tbody>
<tr>
<td>PRINCIPAL (Legal Name and Address)</td>
<td>TYPE OF ORGANIZATION (&quot;X&quot;)</td>
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<td>[ ] INDIVIDUAL</td>
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<td>STATE OF INCORPORATION</td>
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<td>PENAL SUM OF BOND</td>
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<tr>
<td>SURETY(IES) (Name(s) and Address(es))</td>
<td>AMOUNT NOT TO EXCEED 5% OF BID</td>
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<td>MILLION(S) THOUSAND(S) HUNDRED(S) CENTS</td>
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BID IDENTIFICATION

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

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

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

PRINCIPAL

<table>
<thead>
<tr>
<th>1. SIGNATURE</th>
<th>1. ATTEST</th>
<th>Corporate Seal</th>
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<tbody>
<tr>
<td>Seal</td>
<td>Name &amp; Title (typed)</td>
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2. SIGNATURE

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<tr>
<th>2. ATTEST</th>
<th>Corporate Seal</th>
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<tbody>
<tr>
<td>Seal</td>
<td>Name &amp; Title (typed)</td>
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</tbody>
</table>
K-7

CERTIFICATION AS TO CORPORATION
CERTIFICATE AS TO CORPORATION

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

Secretary of Corporation

<table>
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<tr>
<th>SURETY(IES)</th>
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<tbody>
<tr>
<td>1. Name &amp; Address (typed)</td>
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<tr>
<td>Signature of Attorney-in-Fact</td>
</tr>
<tr>
<td>Name &amp; Address (typed)</td>
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</tbody>
</table>

| 1. Name & Address (typed) | State of Inc. | Liability Limit | Corporate Seal |
| Signature of Attorney-in-Fact | Attest (Signature) |
| Name & Address (typed) | Name & Address (typed) |

INSTRUCTIONS

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated “Principal” on the face of this form. If practicable, bond should be signed by the President or Vice President, if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto.
3. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
4. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
5. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word “seal”, two witnesses must be supplied, and their addresses, under the word “attest”. If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
6. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.
K-8

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

A. Each signature of the Bidder is considered to be a certification by the signatory that:

(a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:

   (i) those prices
   (ii) the intention to submit a Bid, or
   (iii) the methods or factors used to calculate the prices in the Bid;

(b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

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

B. Each signature on the bid is considered to be a certification by the signatory that the signatory;

(a) Is the person in the Bidder’s organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or

(b) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) 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 organization);

   (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and

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

C. If the Bidder deletes or modifies subparagraph A(b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
K-9

EMPLOYMENT AGREEMENT
EMPLOYMENT AGREEMENT

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

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

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

__________________________  ______________________________
Date                                      Authorized Signature
K-10

CERTIFICATION UNDER "BUY AMERICAN ACT"
BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, 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
K-11

CERTIFICATION AS TO TYPE OF BUSINESS ORGANIZATION
TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

   a corporation incorporated under the laws of the State of ________________
   an individual,
   a partnership,
   a nonprofit organization, or
   a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

   an individual,
   a joint venture, or
   a corporation registered for business in ________________

   (Country)
PART V

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District may award a single or multiple contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror’s best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

This section outlines specific information necessary for the proper organization and manner which Offerors’ Proposals should be proffered. References are made to other sections in this RFP for further explanation.

L.2.1 Submission Identification

Submissions shall be proffered in an original, and three (3) hard copies. The Offeror’s submission shall be placed in a sealed envelope conspicuously marked: “Proposal for Zoning and Land Use Legal Services - - Woodridge Neighborhood Library SOLICITATION NO. DCPL-2013-R-0002

L.2.2 Delivery or Mailing of Submissions

Submissions should be delivered or mailed to:
D.C. Public Library, Chief Procurement Officer
Att’n: Mr. Wayne Minor
901 G Street NW, Suite 434
Washington, D.C. 20001
Phone: (202) 727-4800

L.2.3 Date and Time for Receiving Submissions

Submissions shall be received no later than Monday, February 11, 2013 time 2:00 p.m. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.
Be advised that the District of Columbia Public Library has established a new protocol limiting access control to the MLK Library Administrative Fourth Floor. Consequently, contractors attempting to inquire about solicitations, attend bid openings and/or respond to solicitations need to factor in the requisite time necessary to be in compliance with said protocol. Effective immediately, all contractors will be required to check in and be validated by the Public Safety Officer stationed at the entrance to the MLK Library. Contractors need to include this processing time when responding to solicitations and complying with the established deadlines for bids and proposals.

L.2.4 Submission Size, Organization and Offeror Qualifications

All submissions shall be submitted on 8-1/2” x 11” bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Office is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity, the proposal shall not exceed 10 printed surfaces (front cover, back covers and required procurement forms do not count against page submission). The submission shall be organized as follows:

L.2.4.1 Bid Form

Each Offeror shall submit its price proposal as indicated in Section B.3. Material deviations, in the opinion of the Library, from the bid form shall be sufficient to render the proposal non-responsive.

L.2.4.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the Contractor and each of its REQUIRED prime subcontractor or sub consultants AS PER SECTION C.3.3.

A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

B. Firm profile(s), including:
   (i) Age
   (ii) Firm history(ies)
   (iii) Firm size(s)
   (iv) Areas of specialty/concentration
   (v) Current firm workload(s) projected over the next two years

C. Description of the team organization and personal qualifications of key staff, including:
   (i) Identification of the single point of contact for the Contractor.
   (ii) Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
   (iii) Resumes for each key participant on the team, including definition of that person’s role, relevant project experience, and current workload over the next two years.
   (iv) Experience that the key team members have working together.

L.2.4.3 Relevant Experience and Capabilities
A. List all projects that the team members have worked on in the last 5 years that are similar to this project.

L.2.4.6 Project Management Plan

Each Offeror should submit a Project Management Plan that addresses generally describes the firms approach to achieving the goals as described in Section C.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. local time on Monday, February 11, 2013. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;

b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

c. The offer is the only offer received.

L.3.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 Late Modifications

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

L.3.4 Late Proposals
A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than Monday, January 28, 2013. The District will not consider any questions received after Monday, January 28, 2013 for submission of proposal. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the DCPL Office of Procurement, Chief Procurement Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the DCPL Chief Procurement Officer, of the reason for not submitting a proposal in response to this SOLICITATION. If a recipient does not submit an offer and does not notify the DCPL Chief Procurement Officer, that future solicitations are desired, the recipient’s name may be removed from the applicable mailing list.

L.6 PROPOSAL PROTESTS

Any actual or prospective bidder, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 prior to the time set for receipt of initial proposals shall be filed with the Board prior to offer opening or 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 this 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.7 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror’s lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired
L.8 RETENTION OF PROPOSALS

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

L.9 PROPOSAL COSTS

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

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.10.1 Examination of Submissions

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

L.11 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of 90 days from the solicitation's closing date.

L.12 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.13 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:
L.13.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

L.13.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.13.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.13.4 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.14 STANDARDS OF RESPONSIBILITY

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

L.14.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.14.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.14.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.14.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.14.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.14.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.14.7 If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.
SECTION M - EVALUATION FACTORS

M.1 Evaluation Process

The Library shall evaluate submissions and any best and final offers in accordance with the provisions of this Section L and the Library's Procurement Regulations.

M.2 Evaluation Committee

Each submission shall be evaluated in accordance with this Section M by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Library.

M.3 Proposal Evaluation

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in Section M.5.1 of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contactor with the highest evaluated score.

M.3.1 Experience & References (40 points)

The Office desires to engage a firm with the experience necessary to realize the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in:

(i) Successful completion of zoning approvals with complex designs and complex structural systems.
(ii) Proving track record of working with DC Government agencies.
(iii) Knowledge of, and access to, the local subcontracting market; and local regulatory agencies and Code Officials.

This element of the evaluation will be worth up to twenty (40) points.

M.3.2 Cost (40 points)

Offerors will be required submit a price proposal in the form on Section B.3. This element of the evaluation will be worth up to twenty (40) points.

M.3.3 Key Personnel (20 points)

The Library desires that the firm assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. This element of the evaluation will be worth up to twenty (20) points.
M.4 PREFERENCE

M.4.1. Preference for Small, Local, and Disadvantaged Business Enterprises

**General:** 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 Offerors that are certified by the Department of Small and Local Business Development 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 enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror’s Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror’s proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Three (3) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Ten (10) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

**Information:** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building 
441 4th Street, NW, 9th Floor 
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

M.4.2 SLDBE Participation

DCPL requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned
resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by Section M, DCPL requires that business enterprises so certified must participate in at least 40% of the development. Of this amount, 30% must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission and 20% to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles. DCPL encourages Offerors to include meaningful SLDBE participation by allowing a SLDBE certified business to oversee one of the Project sites. SLDBE certified businesses most own at least twenty five percent (25%) of the selected developer’s equity.