

| | | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. Contract Number DCAM-2008-B-0048 | Page of Pages 1 / 94 | |
| 2. Amendment/Modification Number 1 | | 3. Effective Date 10-Apr-08 | | 4. Requisition/Purchase Request No. | |
| 5. Solicitation Caption Build-Out of OAG @ OJS | | 6. Issued By: Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 - 14th Street, N.W., 6th Floor Washington, D.C. 20009 | | 7. Administered By (If other than line 6) Office of Property Management Office of Contract Support/FOMA 2000 - 14th Street, N. W., 3rd Floor, Room 335 Washington, D. C. 20009 | |
| 8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) | | | x | 9A. Amendment of Solicitation No. DCAM-2008-B-0048 | |
| Code | | | | 9B. Dated (See Item 11) 10-Apr-08 | |
| Facility | | | 10A. Modification of Contract/Order No. | | 10B. Dated (See Item 13) |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter, provided each letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | |
| 12. Accounting and Appropriation Data (If Required) | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | |
| A. This change order is issued pursuant to: 27 DCMR 1517 The changes set forth in Item 14 are made in the contract/order no. in item 10A. | | | | | |
| B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2. | | | | | |
| C. This supplemental agreement is entered into pursuant to authority of: | | | | | |
| D. Other (Specify type of modification and authority) 27 DCMR , Section 2008 27 DCMR, Chapter 36 Section 3601(c) | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office. | | | | | |
| 14. Description of amendment/modification. This Addendum No. 1 is being issued for the following: | | | | | |
| <ol style="list-style-type: none"> 1. Section 'I', delete page 53 in its entirety and substitute with the revised page 53-R, which is herewith attached. 2. Section 'J', delete page 61 in its entirety and substitute with the revised page 61-R, which is herewith attached. 3. Section 'J', Attachment J.4, delete pages 77 thru 126 in their entirety and substitute with the revised pages 77-R thru 124-R, which are herewith attached. 4. Section 'K', delete page 167 in its entirety and substitute with the revised page 167-R, which is herewith attached. 5. Section 'K', delete pages 169 thru 194 in their entirety and substitute with the revised pages 169-R thru 200-R, which are herewith attached. 6. Attached, please find the responses to questions. | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect. | | | | | |
| 15A. Name and Title of Contractor (Type or print) | | | 16A. Name of Contracting Officer (Type or Print) | | |
| | | | James Roberts | | |
| 15B. Signature of Contractor | | 15C. Date Signed | 16B. District of Columbia | | 16C. Date Signed |
| (Signature of Person Authorized to Sign) | | | (Signature of Contracting Officer) | | 4/10/2008 |



PART II

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:

The Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, dated 1973 and amendments thereto are incorporated herein by reference, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

- A. The Contractor shall be bound by the **Wage Determination No. DC080003, dated February 8, 2008**, issued by the U.S. Department of Labor for Building Construction contracts and incorporated herein as **Attachment J.4** of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract.
- B. In accordance with the applicable provisions of 29 CFR, Part 1, which requires the correct wage determination and the appropriate wage rates therein is incorporate into this contract, **General Wage Decision No. DC080003, dated February 8, 2008**, is bound herein and contains the specific applicable wage rates, which are Building Construction Rates.
- C. Further, as set forth in 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of bid opening, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 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).

PART III

SECTION J

LIST OF ATTACHMENTS

- J.1 D.C. Office of Property Management Technical Specifications for this project**
- J.2 D.C. Office of Property Management Drawings for this project (per list under Section C)**
- J.3 Required Labor Contract Provisions**
- J.4 Wage Determination No. DC080003 dated February 8, 2008**
- J.5 Living Wage Act Fact Sheet**
- J.6 First Source Employment Agreement**
- J.7 Small and Local Business Opportunity Commission Certification Package**
- J.8 Standard Contract Provisions for Use with Specifications for D.C. Government Construction Projects dated 1973**

ATTACHMENT J.4

WAGE DETERMINATION NUMBER DC 080003
DATED FEBRUARY 8, 2008

General Decision Number: DC080003 02/08/2008 DC3

Superseded General Decision Number: DC20070003

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

| Modification Number | Publication Date |
|----------------------------|-------------------------|
| 0 | 02/08/2008 |

ASBE0024-001 10/01/2007

| | Rates | Fringes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|
| Asbestos Worker/Heat and Frost Insulator Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems |\$ 27.88 | 13.88 |

ASBE0024-002 10/01/2007

| | Rates | Fringes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------|
| HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems |\$ 17.95 | 6.50 |

ASBE0024-005 10/01/2007

| | Rates | Fringes |
|-----------------------------|---------------|----------------|
| Fire Stop Technician |\$ 22.95 | 6.39 |

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

BRDC0001-001 04/30/2007

| | Rates | Fringes |
|-------------------|---------------|----------------|
| BRICKLAYER |\$ 25.90 | 6.19 |

CARP0132-006 05/01/2007

| | Rates | Fringes |
|----------------------------------------------------|----------------------|----------------|
| Carpenters (Including Drywall Hanging)..... | \$ 24.37 | 6.15 |
| Piledriver |\$ 22.87 | 6.85 |

ELEC0026-003 09/03/2007

| | Rates | Fringes |
|---------------------------------|----------------------|----------------|
| Communication Technician |\$ 23.15 | 3%+6.87 |

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

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

ELEC0026-016 11/05/2007

| | Rates | Fringes |
|--------------------------------------------------------------------------|--------------------|----------------|
| Electricians (Excluding Communication-Low Voltage Wiring) | ...\$ 34.55 | 11.39+a |

- a. **PAID HOLIDAYS:** New Year's Day, Martin Luther King Jr.'s Birthday, Inauguration Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day or days designated as legal holidays by the Federal Government.
-

ENGI0077-009 05/01/2007

| | Rates | Fringes |
|-----------------------------------|-----------------|-----------------|
| Power equipment operators: | | |
| Boom Trucks | \$ 26.47 | 6.82+a+b |
| Cranes (35 tons and above) | \$ 27.64 | 6.82+a+b |
| Cranes (under 35 tons) | \$ 27.18 | 6.82+a+b |
| Forklifts | \$ 19.90 | 6.82+a |
| Piledrivers | \$ 27.18 | 6.82+a |

a. PAID HOLIDAYS:

New Years Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

b. PREMIUM PAY:

Tower cranes and cranes 100-ton and over to receive \$1.00 per hour premium over Group One.

IRON0005-001 06/01/2007

| | Rates | Fringes |
|---------------------------------------------------------|-----------------|----------------|
| Ironworkers: | | |
| Structural, Ornamental and Chain Link Fence..... | \$ 26.73 | 11.995 |

IRON0201-003 05/01/2007

| | Rates | Fringes |
|---------------------------------|---------------------|----------------|
| Ironworker (Reinforcing) |\$ 24.80 | 12.08 |

LABO0657-001 06/01/2007

| | Rates | Fringes |
|------------------------|--------------|----------------|
| Laborer:Skilled | ...\$ 18.81 | 4.29 |

FOOTNOTE: Potmen, power tool operator, small machine operator, concrete labor including concrete preparation, signalmen, laser beam operator, waterproofer, open caisson, test pit, underpinnig, pier hole and ditches, ladders and all work associated with lagging that is not expressly stated, strippers, operator of hand derricks, vibrator operators, pipe layers, or tile layers (tile laid on road construction projects ONLY), operators of jackhammer, paving breakers, spaders or any machine that does the same general type of work, scaffold builders, operators of towmasters, scootcretes, buggymobiles and other machines of similar character, operators of tampers and rammers and other machines that do the same general type of work, whether powered by air, electric or gasoline builders of trestle scaffolds over one tier high and sand blaster, power and chain saw operators used in clearing, installers of well points, wagon drill operators, acetylene burners and licensed powdermen.

LABO0657-002 06/01/2007

| | Rates | Fringes |
|-------------------------------------|---------------|----------------|
| Laborers: | | |
| Mason Tenders, Brick | .\$ 14.14 | 4.29 |
| Mortarmen, Scaffold Builders |\$ 14.90 | 4.29 |

MARB0002-002 05/01/2007

| | Rates | Fringes |
|---------------------------------|---------------|----------------|
| Marble & Stone Mason |\$ 31.00 | 11.52 |

INCLUDES pointing, caulking and cleaning of All types of masonry, brick, stone and cement structures; EXCEPT pointing, caulking and cleaning of existing masonry, brick, stone and cement (restoration work)

MARB0003-001 05/01/2007

| | Rates | Fringes |
|-------------------------------------------------|----------------------|----------------|
| Mosaic & Terrazzo Worker, Tile Layer | | |
| Marble Mason and Tile Layer | \$ 24.67 | 8.78 |
| Terrazzo Worker |\$ 25.42 | 8.78 |

MARB0003-004 05/01/2007

| | Rates | Fringes |
|---------------------------------------------|-----------------|----------------|
| Marble, Tile & Terrazzo Finisher | \$ 19.84 | 7.90 |

PAIN0051-004 06/01/2007

| | Rates | Fringes |
|----------------------------------------|-----------------|----------------|
| Glaziers | | |
| Contracts \$2 million and under | \$ 24.12 | 7.46 |
| Contracts over \$2 million | \$ 26.34 | 7.46 |

PAIN0051-010 06/01/2007

| | Rates | Fringes |
|--------------------------------------------------|-----------------|----------------|
| Painters: | | |
| Brush, Roller, Spray and Drywall Finisher | \$ 23.31 | 7.31 |

PLAS0891-003 05/01/2007

| | Rates | Fringes |
|---------------------------------------|-----------------|----------------|
| Cement Mason/Concrete Finisher | \$ 26.15 | 6.01 |

*** PLUM0005-007 10/21/2007**

| | Rates | Fringes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------|
| Plumbers | | |
| Apartment Buildings over 4 stories (except hotels), schools, colleges and speculative office buildings, strip shopping centers, churches, water coolers, room air conditioning units, appliances, packaged ice machines and light commercial refrigeration and/or air conditioning systems serving a single business in a single story building and not to exceed 5. h.p. or tons, self-contained package unit up to including 5 h.p. or tons | \$ 21.54 | 8.33+a |
| ALL Other Work | \$ 33.92 | 12.94+a |

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

PLUM0602-006 11/01/2007

| | Rates | Fringes |
|----------------------------------------------------------------------------------------------|-----------------|----------------|
| Steamfitter, Refrigeration & Air Conditioning Mechanic (Including HVAC Pipe Work) | \$ 33.27 | 13.57+a |

a. PAID HOLIDAYS:

**New Year's Day, Martin Luther King's Birthday, Memorial Day,
Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the
day after Thanksgiving Day and Christmas Day.**

SFDC0669-001 01/01/2007

| | Rates | Fringes |
|--------------------------|----------------------|----------------|
| Sprinkler Fitters |\$ 27.45 | 13.40 |

SHEE0100-002 07/01/2007

| | Rates | Fringes |
|----------------------------------------------------------|----------------------|----------------|
| Sheet Metal Worker (Including HVAC Duct Work) |\$ 31.54 | 11.65 |

SUDC2000-001 04/12/2000

| | Rates | Fringes |
|---------------------------|----------------------|----------------|
| Laborer, Unskilled |\$ 11.83 | 2.23 |

Pointer, caulker and cleaner
INCLUDES pointing, caulking and cleaning of
existing masonry, brick, stone and cement
structures (restoration work); **EXCLUDES**
pointing, caulking and cleaning of new or
replacement masonry, brick, stone and cement **\$ 20.00**

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

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Write to:

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

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

=====

END OF GENERAL DECISION

ATTACHMENT J.5

LIVING WAGE ACT FACT SHEET

LIVING WAGE ACT FACT SHEET

The “*Living Wage Act of 2006*”, Title 1 of D.C. Law 16-18, (D.C. Official Code, Section 2-220.01-.11 became effective on June 9, 1006. It generally provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the amount of \$11.75 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than \$11.75 per hour.

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

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

1. **Contracts or other agreements that are subject to higher wage level determinations required by Federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);**
2. **Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;**
3. **Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;**
4. **Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;**
5. **Contracts or other agreements that provide trainees with additional services including, but not limited to case management and job readiness services; provided that the trainees do not replace employees subject to the “*Living Wage Act of 2006*”;**
6. **An employee, under 22 years of age, employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the “*Living Wage Act of 2006*”;**
7. **Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;**

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C., Section 501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code, Section 44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement:

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

If you learn that a contractor is not paying at least the living wage you should report it to the Contracting Officer.

If you believe that your employer is not paying you at least the required living wage, you may file a complaint with the DOES Office of Wage-Hour, located at 64 New York Avenue, N. E., Room 3105, Washington, D. C. 20002, tel: (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services at (202) 671-1880.

Please Note: This fact sheet is for informational purposes only as required by Section 106 of the "Living Wage Act". It should not be relied on as a definitive statement or the Living Wage Law or any regulations adopted pursuant to the Law.

“THE LIVING WAGE ACT OF 2006”

Title 1, D.C. Law No. 16-118, (D.C. Official Code, Section 2-220.01-.11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage of \$11.75 per hour.

The requirement to pay a living wage applies to:

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

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

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

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

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer, other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

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

This is a summary of the *“Living Wage Act of 2006”*. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

To file a complaint:

**Department of Employment Services
Office of Wage-Hour
64 New York Avenue, N.E., Room 3105, Washington, D. C. 20002
Tel: (202) 671-1880**

ATTACHMENT J.6

**FIRST SOURCE EMPLOYMENT
AGREEMENT**

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization: (Yes) _____ (No) _____

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 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 the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all Contractors and subcontractor, with contracts 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 subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.

- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created 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.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.

The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000.00 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.

All Contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000.00, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.

The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. 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.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, 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 the new jobs created by the project.
- D. 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

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 set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the 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 involved collective bargaining unit with 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. Contracts, subcontracts or other forms of government-assistance less than \$100,000.00.
- 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. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

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, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar 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 shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort 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 payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
 2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
 - a. Material supporting a 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 Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the Contractor;
 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, Manassas, Manassas 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 special workforce development training or placement arrangement with DOES; or DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
YES [] NO []
If yes, Certification Number: _____
- X. Do you have a registered Apprenticeship Program with the D.C. Apprenticeship Council?
YES [] NO []
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this project:
YES [] NO []
If yes, Name of Prime Contractor: _____

Dated this _____ day of _____ 20 _____

Signed:

Department of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF FIRM _____

ADDRESS _____

TELEPHONE NUMBER _____ FEDERAL IDENTIFICATION NO. _____

CONTACT PERSON _____ TITLE _____

E-mail: _____ TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

| | JOB TITLE | # OF JOBS F/T P/T | SALARY RANGE | UNION MEMBERSHIP REQUIRED NAME LOCAL# | PROJECTED HIRE DATE |
|---|-----------|----------------------|-----------------|------------------------------------------|------------------------|
| A | | | | | |
| B | | | | | |
| C | | | | | |
| D | | | | | |
| E | | | | | |
| F | | | | | |
| G | | | | | |
| H | | | | | |
| I | | | | | |
| J | | | | | |
| K | | | | | |

ATTACHMENT J.7

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):

| | | |
|--------------------------------------|----------------|------|
| Dunn & Bradstreet No.: | (800) 333-0505 | No.: |
| Local Unemployment Compensation No.: | (202) 724-7566 | No.: |
| D.C. Franchise Tax ID: | (202) 727-7000 | No.: |
| Federal Employer ID: | (800) 829-1040 | No.: |

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):

| a. Equipment and Vehicles Owned and/or Leased | Storage Location of Equipment and Vehicles | b. List All Operating Facilities (please designate principal facility) | Address, City, State & Zip |
|-----------------------------------------------|--------------------------------------------|------------------------------------------------------------------------|----------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

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

| Original and Current Owners/Stockholders of Business | | | | | | (a) List Total Corporate Shares Authorized | | | |
|------------------------------------------------------|------------------------------------------|-------------|------------|-------------------------------------------------|-------------------------------|--------------------------------------------|----------------------------------------------------------|--------------------------------------|--------------------|
| (b) Name of Owners/ Stockholders | (c) US Citizen (check X if yes) | (d) LAPR | (e) SEX | (f) Total Authorized shares/ holder | (g) % of Owner -ship | (h) Initial Capital Injection | (i) Class of Stock Issued (Common Preferred) | (j) Home Address and Phone No. | (k) Ward No. |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

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 (I), 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):

| (a) Current Board of Directors/Owners | | | | | | | |
|---------------------------------------|-------|------------|-----|----------------|--------------|--------------|----------|
| Name | Title | Occupation | Sex | Date Appointed | Home Address | Phone Number | Ward No. |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| (b) Officers of Corporation/Key Personnel | | | | | | | |
|-------------------------------------------|-------|-------------------------|-----|----------------|--------------|--------------|----------|
| Name | Title | Operational Function(s) | Sex | Date Appointed | Home Address | Phone Number | Ward No. |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

12. List Bonding Information:

Name of Bonding Company: _____
 Address: _____
 City _____ State _____ Zip _____
 Contact Person _____ Phone() _____ Fax() _____
 List Bonding specialties (if any) _____
 Bonding Limit \$ _____

13. List Insurance Information:

Name of Insurance Company: _____
 Address: _____ City _____ State _____ Zip _____
 Contact Person _____ Phone() _____ Fax() _____
 List Insurance Type: _____ Property/Liability Limit \$ _____

14. List Business Banking Information:

Primary Business Bank: _____
 Address: _____ City _____ State _____ Zip _____
 Contact Person _____ Phone(____) _____ 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):

| a. Check all that apply: | Current Year-To-Date: | Last Fiscal Year: |
|--------------------------------------|-----------------------|-------------------|
| _____ Arena | \$ _____ | \$ _____ |
| _____ Corporate | \$ _____ | \$ _____ |
| _____ Unemployment | \$ _____ | \$ _____ |
| _____ Personal Property | \$ _____ | \$ _____ |
| _____ Workers Compensation | \$ _____ | \$ _____ |
| _____ Sales | \$ _____ | \$ _____ |
| _____ Real Estate | \$ _____ | \$ _____ |
| _____ Fuel | \$ _____ | \$ _____ |
| _____ Business | \$ _____ | \$ _____ |
| _____ Use | \$ _____ | \$ _____ |
| _____ Income | \$ _____ | \$ _____ |

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 WSMSA (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)

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

19. List Workforce Information:

| Workforce Information | | | | | | | |
|-----------------------|-------|-------------------------|-----|---------------|--------------|-----------------|-------------|
| Name | Title | Full Time/ Part Time | Sex | Date Hired | Home Address | Phone Number | Ward No. |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

20. List Professional and Current Licenses:

| License Type | License Number | License Expiration Date | Authorizing Entity of License |
|--------------|----------------|-------------------------|----------------------------------|
| | | | |
| | | | |
| | | | |

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

20____/\$_____ 20____/\$_____ 20____/\$_____

22. List Sources of Business Revenues

| Source of Business Revenues Contracts/Sales | List Fiscal Year | Amount (\$) | % of Total Revenues |
|---------------------------------------------------|------------------|-------------|---------------------|
| DC Government Prime/Sub | | \$ | % |
| Private Sector | | \$ | % |
| Other | | \$ | % |
| Total | | \$ | 100% |
| Description of "Other" Sources | | \$ | |

23. List the Last Three (3) Contracts:

| Name of Contractor Contracts/Sales | Project Name | Service Provided | Dollar Amount |
|---------------------------------------|--------------|------------------|---------------|
| | | | |
| | | | |
| | | | |

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 who: 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:

| <u>Industry Type</u> | <u>Average Annual Gross Receipts</u> |
|----------------------------------------------------|--------------------------------------|
| Construction (street, highway, bridges, etc.) | \$23 million |
| Building Construction (general construction, etc.) | \$21 million |
| Specialty Trade Contractors | \$13 million |
| Manufacturing Services | \$10 million |
| General Services | \$19 million |
| Transportation & Hauling Services | \$13 million |
| Goods & Equipment | \$ 8 million |
| Personal Services (hotels, beauty, laundry, etc.) | \$ 5 million |
| 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 Re-certification:
Sample: Expiration January 2007 (means)
Submitted for renewal review in October 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.8

STANDARD CONTRACT PROVISIONS FOR USE WITH SPECIFICATIONS FOR D.C. GOVERNMENT CONSTRUCTION PROJECTS, DATED 1973

A copy of this booklet is available, free of charge, to bidders at the Office of Contracting and Procurement Bid Room at the Reeves Center located at 2000 – 14th Street, N. W., 3rd Floor, Washington, D. C. 20009.

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: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Social Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

| District: | | Current | Not Current | Not Applicable |
|-----------|--------------------------|---------|-------------|----------------|
| | Sales and Use | () | () | () |
| | Employment Withholding | () | () | () |
| | Ball Park Fee | () | () | () |
| | Corporation Franchise | () | () | () |
| | Unincorporated Franchise | () | () | () |
| | Personal Property | () | () | () |
| | Real Property | () | () | () |
| | Individual Income | () | () | () |

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, Section 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

Signature of Authorizing Agent

Title

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this ____ day of _____ (Month and Year)

Notary Public: _____

My Commission Expires: _____

GOVERNMENT OF THE DISTRICT OF COLUMBIA

| | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------|-------------|-------------------------|-----------------|
| BID BOND | | Date Bond Executed: (Must Not be Later Than Bid Opening Date) | | | |
| PRINCIPAL (Legal Name and Address) | | TYPE OF ORGANIZATION ("X") | | | |
| | | [] INDIVIDUAL | | [] PARTNERSHIP | |
| | | [] JOINT VENTURE | | [] CORPORATION | |
| | | STATE OF INCORPORATION | | | |
| | | PENAL SUM OF BOND | | | |
| SURETY(IES) (Name(s) and Address(es)) | | AMOUNT NOT TO EXCEED | | | 5% OF BID |
| | | MILLION(S) | THOUSAND(S) | HUNDRED(S) | |
| | | BID IDENTIFICATION | | | |
| | | BID OPENING DATE | | INVITATION NO. | |
| | | APRIL 15, 2008 | | DCAM-2008-B-0048 | |
| <p>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.</p> <p>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.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.</p> | | | | | |
| PRINCIPAL | | | | | |
| 1. SIGNATURE | | 1. ATTEST | | Corporate Seal | |
| Seal | | | | | |
| Name & Title (typed) | | Name & Title (typed) | | | |
| 2. SIGNATURE | | 2. ATTEST | | Corporate Seal | |
| Seal | | | | | |
| Name & Title (typed) | | Name & Title (typed) | | | |

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

SURETY(IES)

| | | | |
|-------------------------------|------------------------|-----------------|----------------|
| 1. Name & Address (typed) | State of Inc. | Liability Limit | Corporate Seal |
| Signature of Attorney-in-Fact | Attest (Signature) | | |
| Name & Address (typed) | Name & Address (typed) | | |
| 2. 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. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

K-7

**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-8

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-9

**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-10

**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 BIDDERS

L.1 SITE VISIT:

Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District. Site visit will be scheduled by the COTR. Prospective bidders are encouraged to contact:

Mr. Hares Sayed
Project Manager
Facilities Operation and Maintenance Division
Office of Property Management
Tel: (202) 724-4109

L.2 PRE-BID CONFERENCE:

A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held at 10:00 A.M. local time, on **April 2, 2008**, at the Old Mayoral Suite of One Judiciary Square located at 441 – 4th Street, N. W., 11th Floor, Washington, D. C.

Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the

District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position.

All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.3 POST AWARD CONFERENCE:

A post award conference with the Contractor is required. It will be scheduled within 10 calendar days after the date of contract award. The Contractor will be notified of the exact date and time. The conference will be held at the following address:

Frank D. Reeves Center
2000 – 14th Street, N. W., 8th Floor
Washington, D. C. 20009

L.4 CONTRACT AWARD:

- A. The District reserves the right to accept/reject any/all Contract Line Items (CLIN's) in the bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

- B. The District intends, but is not obligated, to award a contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.5 PREPARATION AND SUBMISSION OF BIDS:

Bidders shall submit one (1) signed original plus two (2) copies of the bid. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the Bidder's offer shall constitute the formal contract.

Each bid shall be submitted in a sealed envelope conspicuously marked on the outside:

“Bid in Response to Solicitation No.: **DCAM-2008-B-0048**”

The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation, or if the solicitation package is obtained from any source other than the District's official source listed below. Bidders shall make no changes to the requirements set forth in the solicitation.

L.6 BID SUBMISSION DATE AND TIME:

Bids must be submitted no later than **2:00 p.m.** local time on **April 15, 2008.**

L.7 WITHDRAWAL OR MODIFICATION OF BIDS:

A Bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.8 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

A. Bids, modifications to bids, 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:

1. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or
2. The bid 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 by mishandling by the District after receipt.

B. Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the Bidder can furnish evidence from the postal authorities of timely mailing.

C. Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

D. Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

E. Late Modifications

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

L.9 HAND DELIVERY OR MAILING OF BIDS TO:

The Office of Contracting and Procurement
3rd Floor Bid Room Counter
2000 – 14th Street, N. W.
Washington, D. C. 20009

L.10 SUBMISSION OF SUBCONTRACTING PLAN:

Within ten calendar days after the bid opening, each bidder shall submit a certified and notarized subcontracting plan for approval by the Contracting Officer. This plan shall meet the requirements described under Section M.3.1 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the Contracting Officer. The approved plan will be incorporated into and become part of the contract.

L.11 ERRORS IN BIDS

Bidders are expected to read and fully understand information and requirements in the solicitation; failure to do so will be at the Bidder's risk. In the event of a discrepancy between the unit price and the total price, the unit price will govern.

L.12 QUESTIONS ABOUT THE SOLICITATION:

If a prospective Bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective Bidder shall submit questions no later than ten (10) calendar days prior to the closing date and time indicated for this solicitation.

The District will not consider any questions received less than ten (10) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective Bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective Bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.13 FAILURE TO SUBMIT BIDS:

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, 2000 – 14th Street, N. W., 6th floor, Washington, D. C. 20009, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.14 BID PROTESTS:

Any actual or prospective Bidder 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 bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids 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 bids 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.15 SIGNING OF BIDS:

- A. The Contractor shall sign the bid and print or type its name on the bid form in the attached Bid Form Package. Each bid must show a full business address and telephone number of the Bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.
- B. All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the Bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership.

Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments, as appropriate. Failure to do so may result in a bid rejection.

L.16 ACKNOWLEDGMENT OF AMENDMENTS:

The Bidder shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in item 20 of page 1 (Solicitation, Offer, Award Form) 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 bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.17 ACCEPTABLE BID GUARANTEES:

- A. A bid guarantee in the amount of 5% of the bid price is required with bids over \$100,000.00. If a bidder fails to provide the required bid guarantee, such failure will require rejection of the bid.
- B. Types of guarantees acceptable to the District of Columbia:
 - 1. A bond provided by a surety in accordance with 27 DCMR Chapter 2708.
 - 2. A certified check or irrevocable letter of credit issued by an insured financial institution in the equivalent amount of the security; or
 - 3. United States government securities that are assigned to the District which pledge the full faith and credit of the United States.

L.18 ACCEPTANCE PERIOD:

The bidder agrees that its bid remains valid for a period of 90 calendar days from the bid opening date. However, if for administrative reasons, the District is unable to make an award within this time period, the Contracting Officer will request the Contractor and his/her surety to extend the bid bond for an additional thirty (30) days.

L.19 LEGAL STATUS OF BIDDER:

- A. Each bid must provide the following information:
- B. Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
- C. District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification.
- D. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- E. If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
- F. The District reserves the right to request additional information regarding the Bidder's organizational status.

L.20 LOCAL OPERATING FACILITIES:

The Contractor shall provide and maintain its own operating quarters. Such quarters shall be of sufficient size and capacity and have the necessary facilities to adequately carry out the work to be performed under the contract.

LOCAL ADDRESS

LOCAL TELEPHONE NUMBER/FAX

PAGER NUMBER

EMERGENCY NUMBER

EMERGENCY CONTACT PERSON

L.21 TECHNICAL INFORMATION:

For technical information concerning this solicitation, please contact:

Mr. Ahmed Eyow, Chief
Office of Contract Support
Facilities Operation and Maintenance Division
Office of Property Management
2000 – 14th Street, N. W., 3rd Floor, Room 335
Tel: (202) 671-2313

L.22 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION:

All contractual correspondence must be directed to:

Mr. James Roberts, Contracting Officer
Office of Contracting and Procurement
2000 – 14th Street, N. W., 6th Floor
Washington, D. C. 20009

L.23 BID DOCUMENTS:

- A. Persons who obtain bidding materials from anyone other than the District's official source, as specified under Section L.9, are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by a bidder could affect the bid amount and/or responsiveness determinations.
- B. The District Government assumes no responsibility for furnishing any addenda/amendments to anyone who obtains bidding materials through other than the official channels.
- C. Amendments/Addenda to bidding documents and bidding material are available from the issuing office.

L.24 EXAMINATION OF BID DOCUMENTS AND SITE OF WORK:

Bidders will be held to have:

- A. Checked all measurements and visible features which would in any manner affect the work to be performed.
- B. Verified conditions at the site.

L.25 PAYMENT AND PERFORMANCE BONDS:

Article 12 Section C of the Instructions to Bidders of the Standard Contract Provisions for Construction Contracts, 1973, is amended to incorporate the provisions of the District of Columbia Procurement Practices Act of 1985, D.C. Official Code § 2-305.04(b), and 27 DCMR § 2703.3, which require payment bonds to be in an amount not less than 50% of the amount payable by the terms of the contract and performance bonds to be in an amount not less than 100% of the amount payable by the terms of the contract.

L.26 STANDARDS OF RESPONSIBILITY:

Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

- a. Evidence of financial resources adequate to perform the Contract, or ability to obtain them;
- b. Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- c. A satisfactory performance record;
- d. A satisfactory record of integrity and business ethics;
- e. The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;
- f. Compliance with the applicable District licensing and tax laws and regulations;

- g. The necessary production, construction and technical equipment and facilities or the ability to obtain them, and
- h. Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

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.

PART IV

SECTION M - EVALUATION FACTORS

M. SMALL BUSINESS SET-ASIDE SOLICITATION WITH SUBCONTRACTING SET-ASIDE (CONSTRUCTION)

M.1 Designation of Solicitation for the Small Business Set Aside Market Only

M.1.1 This Invitation for Bids or Request for Proposals is designated for certified small business enterprise (SBE) offerors only under the provisions of 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”.

M.1.2 An SBE must be certified as small in the procurement category of general building construction in order to be eligible to submit a bid or proposal in response to this solicitation.

M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-Owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

M.2.1 Under the provisions of 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, the District

shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.3 General Preferences

M.3.1 For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.3.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.3.3 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.3.4 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.3.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.3.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.3.7 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4 **Application of Preferences**

M.4.1 The preferences shall be applicable to prime contractors as follows:

M.4.2 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.4.3 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.4.4 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.4.5 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.4.6 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.4.7 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5 **Maximum Preference Awarded**

M.5.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6 **Preferences for Certified Joint Ventures**

M.6.1 When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.7 **Vendor Submission for Preferences**

M.7.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

- M.7.2** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.7.3** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.7.4** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

*Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001*

- M.7.5** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.
- M.8** **Mandatory Subcontracting Requirement**
- M.8.1** At least 35% of the dollar value of this construction contract, excluding the cost of materials, goods, and supplies, shall be subcontracted to SBEs.
- M.8.2** If there are insufficient qualified SBEs to fulfill the subcontracting requirement of the preceding paragraph, 35% of the dollar value, excluding the cost of materials, goods, and supplies, shall be subcontracted to local, small, or disadvantaged business enterprises.
- M.8.3** Purchases from SBEs that provide materials, goods, and supplies may apply to the 35% requirement.

M.8.4 Purchases from local, small, or disadvantaged business enterprises that provide materials, goods, and supplies may apply to the 35% requirement.

M.9 **LBE, SBE, or DBE Prime Contractor Performance Requirements**

M.9.1 If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.9.2 If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.10 **Prime Contractor Performance Requirements Applicable to Joint Ventures**

M.10.1 If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

M.10.2 If the total of the contracting effort, excluding the cost of materials, good, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.11 **Performance Requirement for Contracts of \$1 Million or Less**

M.11.1 If this is a construction contract of \$1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

M.12 **Subcontracting Plan**

M.12.1 Any prime contractor responding to this solicitation shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.12.2 A description of the goods and services to be provided by the SBEs, or if insufficient qualified SBEs, then by SBEs, LBEs, or DBEs;

M.12.3 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the SBEs, or if insufficient qualified SBEs, then by the SBEs, LBEs, or DBEs;

M.12.4 The names and addresses of all proposed subcontractors who are SBEs, or if insufficient qualified SBEs, then who are SBEs, LBEs, or DBEs;

- M.12.5** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.12.6** A description of the efforts the prime contractor will make to ensure that SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs, will have an equitable opportunity to compete for subcontracts;
- M.12.7** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.12.8** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.12.9** List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.12.10** A description of the prime contractor's recent effort to locate SBEs, or if insufficient SBEs, then SBEs, LBEs, or DBEs and to award subcontracts to them.

M.13 **Enforcement and Penalties for Willful Breach of Subcontracting Plan**

M.13.1 The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

Partial Build-out Office of Attorney General

RESPONSE TO OFFERORS QUESTIONS

Bulletin #1

| | IFB Section | Page # | Question | Response |
|---|-------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | | | Drawing A4, Wall Partition Types, does not indicate the slab height. | The height from finish floor to underside of slab is 11'-4" +/-. |
| 2 | | | Drawing A3 Room Finish Schedule and Drawing A1 do not match. For example, Drawing A3 indicates that the wall type in Room 1120 is (p-2) and Drawing A1 shows that Room 1120 has room types (P-1 and P-1A). Please verify which is correct? | Drawing A-1 is correct |
| 3 | | | Drawing A3 Room finish Schedule does not indicate if doors at Room 1115 – 1280 are new or if existing doors are to be reused. Please verify if the contractor is to replace all the doors or are we going to reuse existing doors? | These doors should be priced as new. See revised sheet A-3 |
| 4 | | | Please verify if the contractor will have the use of a freight elevator to access the project site. If not, how will the contractor access the site? | Yes |
| 5 | | | The Room Finish and Partial 11 th floor Plan do not match as it relates to carpet. For example, the schedule shows that Room 1290 has CPT "B" however, the drawings shows that the carpet is CPT "A." Please clarify this apparent conflict and verify correct carpet type throughout. | Type "A" is the field carpet for the reception (1145); Type "B" is the field carpet conference room (1140); Type "C" is the border for the reception area (1145) and conference room (1140). Type "C" is also the carpet type for all offices/workstations. Carpet type "A" is also located in the corridors 1220, 1250, 1265, 1285, & 1290. Please Note that all spaces have carpeting except pantry. See Revise Sheet A-3. |

SOLICITATION: DCAM-2008-B-00048

Partial Build-out Office of Attorney General

RESPONSE TO OFFERORS QUESTIONS

Bulletin #1

| | IFB Section | Page # | Question | Response |
|----|--------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| 6 | | | Drawing A-5 indicates a requirement for a refrigerator and microwave; however, the specifications do not cover these items. Please verify the requirement for a refrigerator and microwave and who will provide, the owner or contractor? | N.I.C (Not In Contract) as stated |
| 7 | | | Finish Schedule does not match drawings, Please advise. | Please see revised sheet A-3 |
| 8 | | | How many VAV boxes are there, Please advise. | Use 6 VAV Boxes for estimation and bidding purpose. |
| 9 | | | Drawing CS-1states 6000 SQFT area, Drawing D-1 states 4388 SQFT., Please advise | Disregard the 4388 sq ft number. The square foot is approx. 6000 sf |
| 10 | | | What companies hold service contracts for fire alarm, sprinkler and security and is there a point of contact for each | For Fire Alarm and Sprinkler contact Haislip Corporation. Contact person's name is Patrick McCawley. Tel: 301-343-2501. |
| 11 | | | Please be advised that existing doors show signs of damages, especially at floor level | Please salvage and return to owner/OPM |
| 12 | | | During the disassembly of door casing damages may occur as they may be glued together | Casing may be discarded when damaged. Doors shall be salvaged and returned to OPM |
| 13 | | | Drawing D-1 calls for the removal of partitions and flooring and then patch flooring and ceiling areas demolition note 1, general note 8 calls for the removal of ceiling tiles and drywall ceilings in its entirety, does grid remain | No, ceiling grid does not remain. |
| 14 | | | Drawing A-2 has no notes | Please see revised Sheet A-2 |

Partial Build-out Office of Attorney General

RESPONSE TO OFFERORS QUESTIONS

Bulletin #1

| | IFB Section | Page # | Question | Response |
|----|-------------|--------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 15 | | | Drawing A-3 does not give ceiling heights for room areas 1167, 1170, 1175, 1180, 1185, and 1190 | Ceiling heights are on Sheet A-2. See attached revised sheets A-2 and A-3. |
| 16 | | | Not used | Not used |
| 17 | | | Section 01100-2 states NTP + 75 days to completion. Solicitation states 90 days. Please clarify correct duration. | Discard spec Section 1100-2 that states NTP + 75 DAYS; Please revise to read 90 calendar days from NTP. |
| 18 | | | H.1 states LD is \$500 per day. Project Manual 01100-2 states \$2,500.00 per day Please state applicable LD. | Discard Liquidated Damages as shown in spec Section 1100-2 as \$2,500.00 per day. Please revise to read Liquidated Damages will be \$500.00 per day as stated in Section H1. |

Partial Build-out Office of Attorney General

RESPONSE TO OFFERORS QUESTIONS

Bulletin #1

| | IFB Section | Page # | Question | Response |
|----|-------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19 | | | Section H-3 states that a Raze Permit be obtained by the contractor. Please clarify if a Raze permit is required for interior demolition. Is it possible to obtain a waiver? | <p>Please discard clause H.3 and revise to read; H3 <u>PERMITS, LICENSES AND CERTIFICATES</u></p> <p>A. The District will be responsible for obtaining the building permit issued by the Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulation Administration, located at 941 North Capitol Street, N.E., Washington, D.C. The Contractor shall apply for and obtain all other permits, certificates and licenses required for this project from the Office of Licenses and Permits, Permit Processing Division, Department of Consumer and Regulatory Affairs.</p> <p>1. The Contractor shall apply and pay for all permits well in advance of the time that they are needed.</p> <p>2. The Contractor experiences any difficulty in obtaining a permit, the Contractor shall request assistance immediately from the COTR</p> |
| 20 | | | Drawing does not show the door swings. Please provide this information. | Swings were shown on original drawing A-1. Please see attached sheet A-1. |
| 21 | | | Please indicate the window frame type. Is it Hollow Metal or Aluminum? | Hollow Metal |

Partial Build-out Office of Attorney General

RESPONSE TO OFFERORS QUESTIONS

Bulletin #1

| | IFB Section | Page # | Question | Response |
|----|-------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 22 | | | Specification Section 08800 – Glazing refers to Section 08849 – Aluminum Entrance and Window Wall. This section is not included. | See attached Section 08410 Aluminum Entrance and Window Wall |
| 23 | | | Please specify glazing for windows. | ¼” Reeded Glass and ¼” heat strengthen Reeded Glass where applicable |
| 24 | | | Please confirm the Corridor Carpet Type. | Please see revised sheet A-3. |
| 25 | | | Door Schedule shows Door No. 1100, 1105 and 1110 as “New Door”. Are existing doors and frames to be reused for the remaining doors on the Door Schedule. Is the Aluminum Storefront 1245 the salvaged storefront identified for reuse in C5.1. | All proposed doors and frames are new. Please see revised door schedule on sheet A-3. |
| 26 | | | Are Door Stops, Closers required for doors. If required, specify types. | Door stops and closers are shown on revised sheet A-3. |
| 27 | | | Is the wood veneer/plywood to be Mahogany, or does the stain color to be Mahogany Dark? If only the stain color is to be Mahogany Dark, please specify wood veneer for the face of the plywood core. | Mahogany veneer with dark stain. |
| 28 | | | There are no drawings provided in the Bid Documents showing the existing ductwork layout. Please clarify that the new ducting is limited to flex ducts only. | Contractor price shall include 5’0” of flex duct for each supply air location as shown on drawings. |

Partial Build-out Office of Attorney General

RESPONSE TO OFFERORS QUESTIONS

Bulletin #1

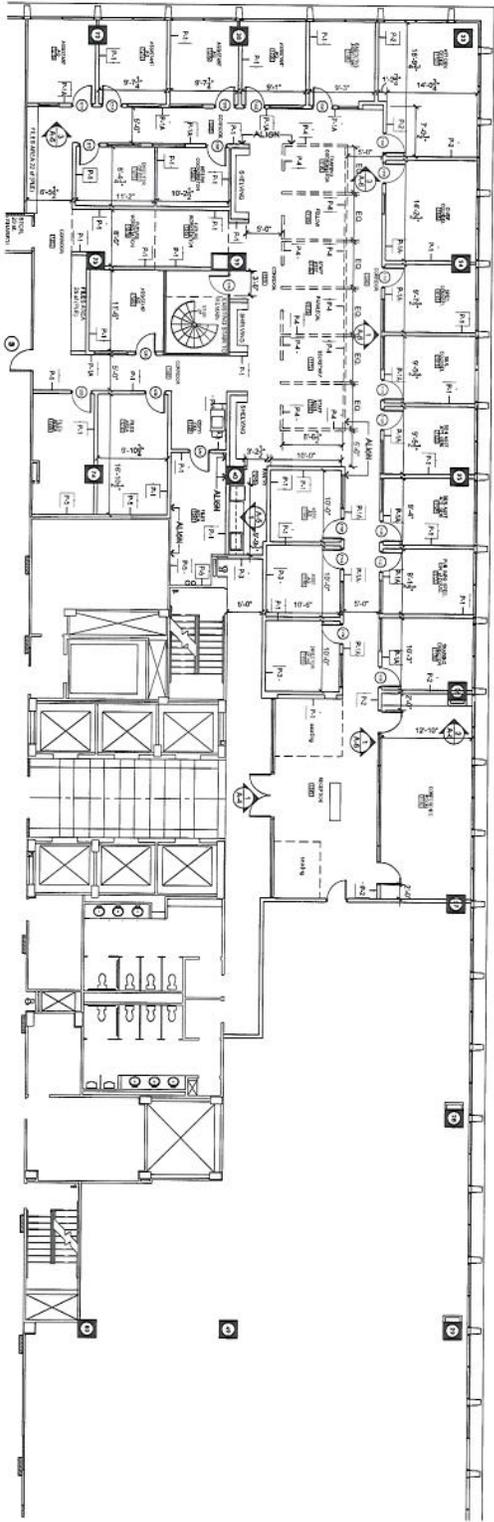
| | IFB Section | Page # | Question | Response |
|----|-------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 29 | | | Note 7 on M-1 states all transfer ducts to be removed. Since there is no duct work layout, please clarify exact scope (LF and size of ducts to be removed). | Exact location and size shall be field verified by contractor. |
| 30 | | | Is the number 1 enclosed in the diamond symbol indicated relocated thermostat locations? | Yes, Symbols in this section shall be hexagon |
| 31 | | | No fire alarm drawings are included in the Bid Documents. Please provide with load calculations so that we can determine the exact scope and requirements. | The contractor shall tie into existing fire alarm system. The only addition items required are the visual devices as shown on drawings |
| 32 | | | Visual devices are shown on Drawing E-3. We did not see any other new devices such as smoke detectors, Duct Detectors, Speakers, etc. Are the existing ones being reused? | The contractor shall tie into existing fire alarm system. The only addition items required are the visual devices as shown on drawings. Existing duct detectors are to remain. |
| 33 | | | Are addressable smoke dampers required for the transfer ducts? | No |
| 34 | | | The electrical Drawings do not show the where the feeds to the new Branch Circuit Panel and the New Transformer are coming from. Please provide this information. | Drawings E-2 & E-3 show "J" boxes and circuit to the panel boards as required. Please review drawings. |
| 35 | | | Please clarify who will make the final connections to the Building Fire Alarm System and the role of the Contractor in programming the FACP, etc. | The building engineer will supervise the Contractor's final connection. Contractor should be responsible for FACP programming from their own sources via Siemens Corporation and they can be reached at (301) 837-2828. |

Partial Build-out Office of Attorney General

RESPONSE TO OFFERORS QUESTIONS

Bulletin #1

| | IFB Section | Page # | Question | Response |
|----|-------------|--------|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 36 | | | Drawing D1 indicates 4,388 sq ft of demo, however our takeoff (scale) indicates roughly 5,300 sq ft., please advise what is correct? | Disregard the 4388 sq ft number. The square foot is approx. 6000 sf |
| 37 | | | Drawing A-3 indicates 1100 & 1105 (head & jamb details), however 6 & 8 on drawing A-5 details do not exist? | Please see revised sheet A-3 for door and jamb detail locations. |
| 38 | | | Drawing A-3 Doors 1100, 1105, 1110, 1250, 1260, 1270 & 1280 do not indicate any details are these existing doors please clarify? | Please see revised sheet A-3 for door and jamb detail locations. |
| 39 | | | Room finish schedule room 1140 & 1145, floor schedule does not correspond with floor plan? | Please see revised sheet A-3 for room finish and floor finish modifications. |
| 40 | | | Drawing A-5, please clarify frame type for typical window (HM or Alum.)? | Hollow Metal (HM0. |
| 41 | | | Drawing A-6 indicates elevations 1,2,3 & 4 are not indentified on floor plan? | See revised sheet A-1 |
| 42 | | | Has addendum 1 been issued, if so do you send out to plan holders? | This is the first addendum. |



1 PARTIAL 11TH FLOOR PLAN - NEW WORK
1/8"=1'-0"



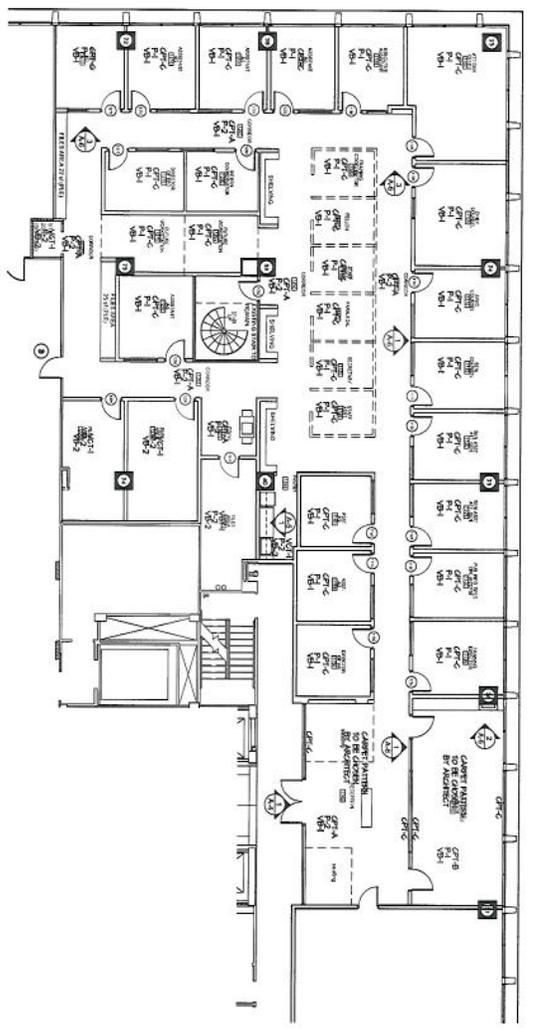
NOTES:

1. EXISTING WALLS TO REMAIN SHALL BE INDICATED BY DASHED LINES.
2. NEW WALLS TO REMAIN SHALL BE INDICATED BY SOLID LINES.
3. ALL NEW WALLS SHALL BE CONSTRUCTED WITH 1/2" Gypsum Board on Both Sides.
4. ALL NEW WALLS SHALL BE FINISHED WITH 1/2" Gypsum Board on Both Sides.
5. ALL NEW WALLS SHALL BE FINISHED WITH 1/2" Gypsum Board on Both Sides.
6. ALL NEW WALLS SHALL BE FINISHED WITH 1/2" Gypsum Board on Both Sides.
7. ALL NEW WALLS SHALL BE FINISHED WITH 1/2" Gypsum Board on Both Sides.

LEGEND:

- EXISTING WALL TO REMAIN
- NEW WALL CONSTRUCTION

| | | | | | | |
|--|---------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| | ARCHITECT DEVOLUX & PUZELL 4411 RAINIER AVENUE, SUITE 200 SEASIDE, WA 98148 | CHIEF ARCHITECT & SUPERVISOR SHIBUMI | CONSULTING NO. 1111111111 | PROPOSED FLOOR PLAN | DEVOLUX & PUZELL, L.L.C. ARCHITECTS 4411 RAINIER AVENUE, SUITE 200 SEASIDE, WA 98148 | PROJECT NO. D7111 S.O.I 1111111111 DATE 1/1/2018 |
|--|---------------------------------------------------------------------------------------------|----------------------------------------------------|-------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|



1 PARTIAL 11TH FLOOR PLAN
1/8"=1'-0"

HARDWARE SCHEDULE

| | | | | | |
|-------|---------------------|----------|-------|----------------------------|----------|
| HW-M1 | HINGES 1/2" X 3" | HAGER | HW-M2 | CENTER PIVOTS 7/8" X 3" | IVES |
| | LONGER 1/2" X 3" | HAGER | | BOTTOM PIVOTS 7/8" X 3" | IVES |
| | DOOR STOP 4" X 1/2" | ROCKWOOD | | CYLINDERS AS REQUIRED | BEST |
| | | | | DEAD LOCK STRIPS 5/8" X 3" | ROCKWOOD |
| | | | | PUSH/PULL BARS | ROCKWOOD |
| | | | | STAYERS | ROCKWOOD |
| | | | | CONCEALED CLOSERS 2011 | LOH |

DOOR SCHEDULE

| DOOR NO. | DOOR SIZE (W X H) | THK | MATERIAL | HEAD | JAMB | HARDWARE | FRAME | DOOR TYPE | REMARKS |
|----------|-------------------|--------|-----------|------|------|----------|-------|-----------|---------|
| 1100 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1105 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1110 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1115 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1120 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1125 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1130 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1135 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1140 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1145 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1150 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1155 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1160 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1165 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1170 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1175 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1180 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1185 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1190 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1195 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |
| 1200 | 3'-0" X 7'-0" | 1-3/4" | WOOD/BRNR | ZM-4 | 3M-4 | HW-M1 | H.M. | 3 | |

FLOOR FINISH SCHEDULE

| DESCRIPTION | MODEL NO./STYLE | COLOR | MANUFACTURER | REMARKS |
|-------------|---------------------|-----------------------|-----------------|---------|
| CRF 7A | SPRILBOUND 02744 | 19603 CRYS TAL VISION | C. & A.-187X18" | |
| CRF 7B | 02615 AUBA | 19603 CRYS TAL VISION | MONOTREX-30709" | |
| CRF 7C | 00115-REXUS ACCENTS | 66028-OCILHE | C. & A.-187X18" | |
| VCF-1 | ARTIFECTS | 57203 PARCOURMENT | YAMSTRONG" | |
| VB-1 | P129 | DOX PHAN | ROPPER | |
| PL | 469-40 | OLIVE LEGACY | WILSONART" | |

WALL & CEILING FINISH SCHEDULE

| DESCRIPTION | MODEL NO./STYLE | COLOR | MANUFACTURER | REMARKS |
|-------------|-----------------|----------------|-------------------|-------------|
| PA-1 | SW 7058 | RESERVED WHITE | SHERWIN WILLIAMS" | |
| PA-2 | SW 0123 | BAQUETTE | SHERWIN WILLIAMS" | ACCENT WALL |
| ACT | 1917 ULTIMA | WHITE | YAMSTRONG" | |

ROOM FINISH SCHEDULE

| NO. | ROOM NAME | WALLS | | | | BASE | FLOOR | CEILING | | REMARKS |
|------|----------------------|-------|------|--------|--------|------|-------------|---------|-------|--------------------------|
| | | N | S | E | W | | | HGT. | FIN. | |
| 1100 | ART. GEN. | P-2 | - | P-2 | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1105 | CHIEF CONSULT. | P-1 | P-1 | P-1A | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1110 | SPEC. CONSULT. | P-1 | P-1 | P-1A | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1115 | GEN. CONSULT. | P-1 | P-1 | P-1A | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1120 | SENIOR ART. GEN. | P-1 | P-1A | - | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1125 | SENIOR ART. GEN. | P-1 | P-1A | - | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1130 | SENIOR ART. GEN. | P-1 | P-1A | - | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1135 | SENIOR ART. GEN. | P-1 | P-1A | - | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1140 | TURNING DIRECTION | P-2 | P-1 | P-1A | - | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1145 | CONFERENCE ROOM | - | P-2 | GLAZED | GLAZED | WS-1 | CRF-B/CRF-C | 8'-6" | 8'-6" | SEE PLANNING SHEET NOTES |
| 1150 | RECEPTION | - | P-1 | GLAZED | GLAZED | WS-1 | CRF-K/CRF-C | 8'-6" | 8'-6" | SEE PLANNING SHEET NOTES |
| 1155 | DIRECTOR OFFICE | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1160 | ASST. DIR. | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1165 | ASST. DIR. | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1170 | SENIOR ASST. | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1175 | SECRETARY | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1180 | PROPERTY | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1185 | STAFF ASST. | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1190 | FELLOW | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1195 | TRAINING COORDINATOR | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1200 | EXECUTIVE ASST. | P-1 | P-1 | P-1 | P-1A | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1205 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1210 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1215 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1220 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1225 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1230 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1235 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1240 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1245 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1250 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1255 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1260 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1265 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1270 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1275 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1280 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1285 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |
| 1290 | ASST. DIR. | P-1A | - | P-1 | P-1 | WS-1 | CRF-C | 8'-6" | 8'-6" | |

ARCHITECT: DEVONIA & PUNNETT, ARCHITECTS, INC. 1000 N. 10TH ST. SUITE 200, DENVER, CO 80202

CLIENT: DISTRICT OF COLUMBIA OFFICE OF PROPERTY MANAGEMENT

DATE: 1/15/2011

PROJECT: OFFICE OF PROPERTY MANAGEMENT

ROOM FINISHES & SCHEDULES

441 PENNSYLVANIA AVENUE, S.W. 4TH FLOOR SOUTH

OFFICE OF PROPERTY MANAGEMENT

DATE: 1/15/2011

PROJECT: OFFICE OF PROPERTY MANAGEMENT

ROOM NO. 07115-01

DATE: 1/15/2011

PROJECT: OFFICE OF PROPERTY MANAGEMENT