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GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLY AND SERVICES CONTRACTS

April 2003

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OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, D.C. 20001

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STANDARD CONTRACT PROVISIONS

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1. Covenant Against Contingent Fees:

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

2. Shipping Instructions – Consignment:

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. Order Of Precedence And Contract:

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: The Schedule, the Specifications, the Special Conditions, the General Conditions. The Bid/Request for Proposal, with respect to all items accepted, and all papers accompanying the same, including the Schedule and continuation sheets, if any, the Specifications, the Instructions to Bidders, these General Conditions, and other papers and documents referred to in any of the foregoing, shall constitute the formal contract between the bidder/offeror and the District; PROVIDED THAT any such contract in excess of $l,000,000, shall not be binding or give rise to any claim or demand against the said District until approved by the Mayor or his designated representative.

4. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or un-patented invention, article process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

5. Quality:

Unless otherwise specified, all materials used for the manufacture or construction of any supplies covered by this bid/proposal shall be new and of the best quality and the workmanship shall be of the highest grade. The use of the name of a manufacturer or of any special brand or make in describing any item in this bid/proposal does not restrict bidder/offeror to that manufacturer, or specific brand or make; the reference thereto indicates the character or quality of article desired, but articles on which bids/proposals are submitted must be equal to those referred to. Bidders/offerors offering any article other than the specific make, brand or manufacture named in this solicitation must so state in each instance, otherwise the bid/proposal will be considered as being based upon furnishing the specific make, brand or manufacture named in the solicitation.

6. Inspection Of Supplies:

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(c) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District shall perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(d) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District shall bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premise; provided, that in case of rejection, the District shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest necessary.

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be replaced or corrected, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the con- tract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for District inspection.

(2) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The District shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non- conforming supplies.

(k) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District shall have the right to contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

7. <u>Inspection Of Services:</u>

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

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(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at not increase in contract amount. When the defects in services cannot be corrected by performance, the District may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

8. <u>Waiver:</u>

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of the contract.

9. <u>Default:</u>

(a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts or God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the sub- contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the Government.

(f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

10. Indemnification:

The Contractor shall indemnify and save harmless the District and all its officers, agents and servants against any and all claims or liability arising from or based on, or as consequence of or result of, any act, omission or default of the Contractor, its employees, or its subcontractors, in the performance of this contract. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

11. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

12. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use.

(b) Tax exemption certificates no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government Is Exempt From Federal Excise Tax – Registration No. 52-73-0206-K Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

Deliveries to Glenn Dale Hospital – Exemption No. 4647

Deliveries to Children's Center – Exemption No. 4648

Deliveries to other District Departments or Agencies – Exemption No. 09339

13. Payments:

Unless otherwise specified in this contract, payments will be made only after performance of the contract in accordance with all provisions thereof.

14. Evaluation of Prompt Payment Discount:

(a) Prompt payment discounts shall not be considered in the evaluation of bids/offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the bidder/offeror.

(b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

15. Responsibility For Supplies Tendered:

The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon failure to do so within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at his risk and expense.

16. Appointment of Attorney:

(a) The bidder/offeror or Contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or Contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the Contractor was personally within the District of Columbia and other- wise subject to personal service at the time of such service upon the said Clerk or by the fact that the Contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice pleading or other paper addressed to the bidder/offeror or Contractor at the address stated in this contract.

17. Officers Not To Benefit:

No member of or delegate to Congress, or o fficer or employee of the District shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer of any District employee authorized to execute contract which they or the employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. However, should a Federal or District employee submit a bid for his personal benefit, the Contracting Officer reserves the right to waive the aforementioned restriction; providing that said employee furnishes a Notarized Affidavit prior to the time set for opening of bids or submission of proposal, setting forth intention to resign his/her Federal or District employment in the event said employee shall be considered for an award of contract. Failure to submit such affidavit shall automatically render his/her bid/proposal non-responsive and no further consideration shall be given thereto. (See Representations, Certifications and Acknowledgements.)

18. Disputes:

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

B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract,

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<#>All disputes arising under or relating to this contract shall be resolved As provided h erein.¶
B→Claims by a Contractor against the District¶
<#>Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.¶
<#>All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.¶
<#>For any claim of $50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.¶
<#>For any claim over $50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.¶
<#>Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim. The Contractor may appeal denial of the claim as provided herein.¶
<#>(1)→If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.¶
(2)→Liability under this paragraph (f) shall be determined within six (6) years of the commission of the ... [1]

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unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

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

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

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

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

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

(c) For any claim of $50,000 or less, the Contracting Officer shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over $50,000, the Contracting Officer shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

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

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

(2) Refer to the pertinent contract terms;

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

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

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

(6) Indicate that the written document is the contracting officer's final decision; and

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

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

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

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

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(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

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

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(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

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

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

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(b) Refer to the pertinent contract terms;

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

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

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

(f) Indicate that the written document is the Contracting Officer's final decision; and

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

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

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

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

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(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.

(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

19. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the con- tract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Dispute clause hereto. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

20. Termination For Convenience Of The District:

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(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Con- tractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination Settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6 month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or Services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of –

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated sub- contracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(i) above; and

(iii) A sum, as profit on subparagraph f(i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination sett lement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements) and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted –

(1) All unliquidated advance or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

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(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statue, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

21. <u>Recovery Of Debts Owed The District:</u>

The Contractor hereby agrees that the District of Columbia may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy in whole or part, any debt due the District.

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22. <u>Examination Of Books, Etc. By The Office Of Inspector General And The District Of Columbia Auditor:</u>

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

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23. **Non-Discrimination Clause:**

(a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the District of Columbia Human Rights Act (D. C. Official Code §2-1402.51).

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, the following clauses apply to this contract:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

(2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;

(b) recruitment, or recruitment advertising;

(c) demotion, layoff, or termination;

(d) rates of pay, or other forms of compensation; and

(e) selection for training and apprenticeship.

(3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided

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by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contracting Agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the District of Columbia Human Rights Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

(7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

(8) The Prime Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Prime Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Prime Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Prime Contractor may request the District to enter into such litigation to protect the interest of the District.

Deleted: The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a Violation of the District of Columbia Human Rights Act, approved December 13, 1977 (D. C. Law 2-38: D. C. Code I -2512) (1981 Ed.). The Contractor shall include a similar clause in all sub - contracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any sub - contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause proved in Section 251 of the District of Columbia Human Rights Act (D. C. Code 1 -2522).¶
<#>Pursuant to rules of the Department of Human Rights and Local Business Development, published on August 15, 1986 in the D. C. Register, the following clauses apply to this contract:¶
1103.2 – The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, martial status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.¶
1103.3 – The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, martial status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following: ¶
(1) employment, upgrading or transfer; ¶
(2) recruitment, or recruitment advertising; ¶
(3) demotion, layoff, or termination; ¶
(4) rates of pay, or other forms of compensation; ¶
(5) and selection for training and apprenticeship.¶
1103.4 – The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.¶
1103.5 – The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf ... [2]

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24. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District shall mean the Mayor of the District of Columbia, the Chief Procurement Officer of the

District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executive and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

25. Estimated Quantities:

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It is the intent of the District to secure a contract for all of the needs of the designated Agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles and/or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids/Request for Proposals reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, ALL CHARGES PREPAID, to the ordering Agency. The District does not guarantee to order any specific quantities of any item(s) or including work hours of service.

26. Health And Safety Standards:

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Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended, and Department of Labor Regulations under the Act, and all Federal requirements in effect at time of bid opening/proposal submission.

27. Appropriation Of Funds:

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

28. Hiring Of District Residents:

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All new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, shall include the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

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

(b) 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 District of Columbia Department of Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be the contractor's first source of referral for qualified applicants trainees and other workers in the implementation of employment goals contained in this clause.

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29. Buy American Act:

(a) The Buy American Act (41 U.S.C. 10) provides that the District give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and\ reasonable available commercial quantities of a satisfactory quality;

(3) For which the agency determines that domestic preference would be inconsistent with the public interest; or

(4) For which the agency determines the cost to be un-Reasonable.

30. Service Contract Act of 1965:

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(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351-358).

(1) "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier.

(2) "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a Government contract not exempted under 41 U.S.C. 356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR 4.

(c) Compensation.

(1) The Contractor shall pay not less than the minimum wage and shall furnish fringe benefits to each service employee under this contract in accordance with the wages and benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any attachments to this contract.

(2) If there is an attachment, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract. The classification shall provide a reasonable relationship to those listed in the attachment. The Contractor shall pay that class wages and fringe benefits determined by agreement of the interested parties: The contracting agency, the Contractor, and the employees who will perform the contract or their representatives. If the interested parties do not agree, the Contracting Officer shall submit the question, with a recommendation, for final determination by the Office of Government Contract Wage Standards, Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. Failure to pay such employees the compensation agreed upon by the interested parties or finally determined by ESA is a contract violation.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (c)(2) of this clause by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage. In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative—

(1) Determines that the agreement under the predecessor was not the result of arms -length negotiations; or

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality.

(f) Notification to employees. The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions. The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records. The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act—

(i) Name and address;

(ii) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(iii) Daily and weekly hours worked; and

(iv) Any deductions, rebates, or refunds from total daily or weekly compensation.

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c) of this clause. A copy of the report required by paragraph (k) of this clause will fulfill this requirement.

(i) Withholding of payments and termination of contract. The Contracting Officer shall withhold from the prime Contractor under this or any other Government contract with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default.

(j) Subcontracts. The Contractor agrees to insert this clause in all subcontracts.

(k) Contractor's report.

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the prime Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The prime Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(l) Variations, tolerances, and exemptions involving employment. Notwithstanding any of the provisions in paragraphs (c) through (k) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1) (i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

31. Cost and Pricing Data:

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(a) This paragraph and paragraphs b through e below shall apply to Contractors or offerors in regards to: (1) any procurement in excess of $100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Con-tractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(f) The following specific information should be included as cost or pricing data, as applicable:

(1) Vender quotations;

(2) Nonrecurring costs;

(3) Information on changes in production methods or purchasing volume;

(4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency;

(6) Make – or – buy decisions;

(7) Estimated resources to attain business goals;

(8) Information on management decisions that could have a significant bearing on costs.

(g) If the offeror or Contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Con- tractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or re- production until three years after the later of:

(1) final payment under the contract;

(2) final termination settlement; or

(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

32. Cost-reimbursement Contracts:

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

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33. Multiyear Contract:

If this contract is a multiyear contract, then the following provisions are made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract, if any. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District government and the contractor from future performance of the contract, but not from the existing obligations. The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

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34. Termination Of Contracts For Certain Crimes And Violations:

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(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

Disputes:

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

B Claims by a Contractor against the District.

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

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.

For any claim of $50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

For any claim over $50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim. The Contractor may appeal denial of the claim as provided herein.

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

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

Interest on amounts found due to a Contractor on claims shall be payable at a rate set in D. C. Code Section 28-3302(b) applicable to judgments against the District and shall begin accruing from the date the Contracting Officer receives the claim until payment of the claim.

The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Code Section 1-1189.4.

Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

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

(1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contractor may respond to the claim within thirty (30) days from the date the Contractor receives the claim.

(3) After the expiration of sixty (60) days from the date the Contractor receives the claim, the Contracting Officer shall issue a decision in writing, and furnish a copy of the decision to the Contractor.

(4) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein. Specific findings of fact are not required, but, if made, shall not be binding in any subsequent proceeding.

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

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

Interest on amounts found due to the District from a Contractor on claims shall be payable at the rate set in D. C. Code Section 28-3302(b) applicable to judgments against the District, and shall begin accruing from the date the Contractor receives a Contracting Officer's written decision on behalf of the District until payment of the claim.

The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D. C. Code Section 1-1189.4.

Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a Violation of the District of Columbia Human Rights Act, approved December 13, 1977 (D. C. Law 2-38: D. C. Code I-2512) (1981 Ed.). The Contractor shall include a similar clause in all sub- contracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any sub- contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause proved in Section 251 of the District of Columbia Human Rights Act (D. C. Code 1-2522).

Pursuant to rules of the Department of Human Rights and Local Business Development, published on August 15, 1986 in the D. C. Register, the following clauses apply to this contract:

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

1103.3 – The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, martial status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:

(1) employment, upgrading or transfer;

(2) recruitment, or recruitment advertising;

(3) demotion, layoff, or termination;

(4) rates of pay, or other forms of compensation;

(5) and selection for training and apprenticeship.

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

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

1103.6 – The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contracting Officer, advising the said labor union or workers' representative of that contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

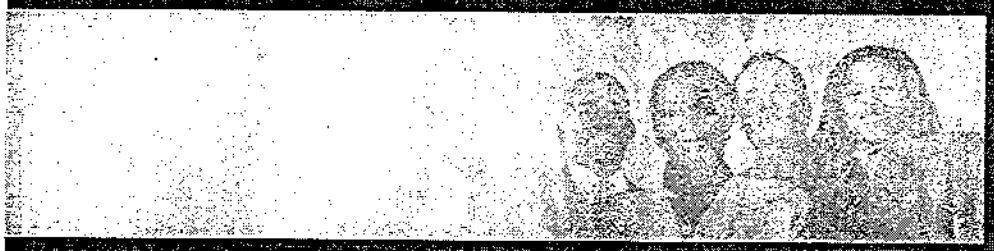
1103.7 – The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or his/her alternates, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

1103.8 – The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Chief Procurement Officer, or any authorized official.

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

1103.10 – The prime Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the prime Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime Contractor may request the District to enter into such litigation to protect the interest of the District.

Office of Local Business Development



Application

Local, Small, and Disadvantaged Business Enterprise Program

Government of the District of Columbia
Anthony A. Williams, Mayor
Jacquelyn A. Flowers, Director

www.olbd.washingtondc.gov

Application

1. Business Name _____
   Email _____ Website _____
   Tel. (_____) _____ Fax (_____) _____

2. Business Mailing Address _____
   City _____ State _____ Zip _____ Ward # _____

3. Principal Contact Person _____
   Title _____ Tel (_____) _____

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

5. Date Business Established _____ If corporation, location of incorporation _____
   Primary business activity (if diversified, percent of each adding up to a total of 100%):
   _____% Professional Service (i.e. Legal, A&E, CPA, etc.) _____% Distribution _____% Retailer
   _____% Construction _____% Wholesaler _____% Service Provider
   _____% Manufacturer

6. **List the following business information (please contact listed companies for assistance):**

Dun & Bradstreet No.: • 800-333-0505	
Local Unemployment Compensation No.: • 202-698-7550	
Federal Employer ID: • 800-829-1040	

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

   List National Institute of Government Policies (NIGP) Commodity Codes
   (www.ocp.dcgov.org and www.olbd.washingtondc.gov; 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):

Equipment & Vehicles Owned &/ or Leased	Storage Location on Equipment & Vehicles	List All Operating Facilities	Address, City State, Zip

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

List Total Corporate Shares Authorized_____

Name of Owners/Stockholders Home Address, Phone Number	US Citizen or LPR*	Ward Number	Number of Shares	Percentage of Ownership	Initial Capital Injection	Class of Stock Issued

* Lawful Permanent Resident

Application

11. List current members of board of directors and officers of the corporation:

Current Board of Directors/Owners				
Name Title	Occupation	Date Appointed	Home Address	Phone

Officers of Corporation/Key Personnel				
Name Title	Operational Function(s)	Date Appointed	Home Address	Phone

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 Bank _____

Address _____ City _____

State _____ Zip _____

Contact Person _____ Phone (_____) _____ Fax (_____) _____

15. List total amount of taxes paid to D.C. Government (specify type of taxes paid in the current and previous tax year):

a. Check all that apply:	b. Current, Year-to-Date:	c. Last Fiscal Year 20 _____
_____ Arena	$ _____	$ _____
_____ Corporate	$ _____	$ _____
_____ Unemployment	$ _____	$ _____
_____ Personal Property	$ _____	$ _____
_____ Sales	$ _____	$ _____
_____ Real Estate	$ _____	$ _____
_____ Fuel	$ _____	$ _____
_____ Other	$ _____	$ _____

16. List the LSDBE status for which you are applying (please choose all that are applicable and refer to "Supporting Documentation Checklist"):

_____ Local _____ Small _____ Disadvantaged (additional letter and notarized DBE Form)

a. List location of principal business site:

_____ D.C.

_____ Washington Standard Metropolitan Statistical Area (WSMSA) (please reference "Waiver Application")

b. _____ Resident Business Ownership (submit signed copy of most recent D.C. personal taxes)

c. Enterprise Zone (If principal office is in the District of Columbia)

_____ Yes _____ No

d. List type and qualification for Small Business Enterprise:

Industry Type	Average annual gross receipts, three years preceding certification not exceeding the following limits:
Construction:	
____ Heavy (street, highway, bridges, etc.)	$ 23 million
____ Building (general construction, etc.)	$ 21 million
____ Specialty Trades	$ 13 million
Goods & Equipment	$ 8 million
General Services	$ 19 million
Professional Services:	
____ Personal (hotel, beauty, laundry, etc.)	$ 5 million
____ Business Services	$ 10 million
____ Health & Legal Services	$ 10 million
____ Health Facilities Management	$ 19 million
Manufacturing Services	$ 10 million
Transportation & Hauling Services	$ 13 million
Financial Institutions	$300 million

17. Submit most recent quarterly contribution and wage report (Form UC-30)

18. Business, professional and/or trade license(s) if applicable:

License Type _____
License Number _____
License Expiration Date _____
Authorizing Entity of License _____

License Type _____
License Number _____
License Expiration Date _____
Authorizing Entity of License _____

Certification Type _____
Certification Number _____
Certification Expiration Date _____
Authorizing Entity of Certification _____

Certification Type _____
Certification Number _____
Certification Expiration Date _____
Authorizing Entity of Certification _____

19. List gross annual revenues for last three years:

_____/$_____

_____/$_____

_____/$_____

20. List sources of business revenues

Source of Business Revenues	Fiscal Year	Amount $	% of Total Revenues
D.C. Government Prime/Sub			
Private Sector			
Other			
Total			100%
Description of Other Sources			

21. List the last three contracts awarded and performed

Name of Contractor	Project Name	Service Provided	Dollar Amount

22. Have you violated the Equal Opportunity for Local, Small, and Disadvantaged Business Enterprises Act of 1998, as amended or other D.C. Laws that are applicable to the applicants business?

Yes _____or No _____

Explain _____

23. Have you been convicted of a crime that bears directly on the fitness of the applicant, holder, or participant to ethically participate in programs established pursuant to the Act?

Yes _____or No _____

Explain _____

Application

24. Complete and notarize the attached affidavit and submit to:

Office of Local Business Development
441 4th Street, NW, Suite 970N
Washington, D.C. 20001
Tel: 202-727-3900 Fax: 202-724-3786

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 Local Business Enterprise, Small Business Enterprise, and/or Disadvantaged Business Enterprise.

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 LSDBE Self Certification Application and supporting documents as may be required to substantiate the firm's eligibility for certification. This includes complete cooperation with the LBOC's certification process, and allows the examination of books, records, and files of the 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 D.C. Law 12-268, Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1998, as amended, null and void. The undersigned understands that the District of Columbia Corporation Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise (the directors, officers or principals) that it reasonably believes 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. A business enterprise convicted of false swearing shall be subject to criminal penalties of not more than $1,000 and/or imprisoned for not more the one (1) year (Dec. 1, 1982, D.C. Law 4-164, §404.29 DCMR 3976) and possible debarment. If a contract is terminated, due to fraud or deceit by the applicant, requiring the government to readvertise or resolicit 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 changes (during the term of the certification) in the information submitted herein, the undersigned will notify in writing the Local Business Opportunity Commission of the change within 30 days.

Sign only in the presence of a Notary Public

Name of Company: _____

Signature: _____ Title: _____

Name (please print): _____

On this the _____ day of _____, 20 _____

Before me personally (name of Notary Public) _____

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: _____

Waiver Application

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, and/or Disadvantaged Business Enterprise Certification consideration if the applicant meets four of the five criteria below:

Applicant's Name: _____

Business Name: _____

Principal Address: _____

City _____ State _____ Zip _____

Tel _____ Fax _____

---

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

   List City & State: _____ County: _____

   Documentation Required: A copy of the lease or deed for the principal business office.

2. More than fifty percent of the assets of the business enterprise are located in the District of Columbia. ☐ Yes ☐ No

   Total Assets (100%): _____

   Percentage(%) of Assets in D.C.: _____

   Documentation Required: Including but not limited to, 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.

*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

Over ▶

Waiver Application continued

3. More than fifty percent of the employees of the business are residents of the District of Columbia.

   Total number of employees: _____

   Number of D.C. residents:_____

   Documentation Required: Employee W2 Forms, Form UC-30 or W3 Transmittal Forms for all employees who are D.C. residents; appropriate company contract forms for employees hired by contract; D.C. Unemployment Compensation Forms and/or certified payrolls not more than ninety days old.

4. The owners of more than fifty percent of the business enterprise are residents of the District of Columbia.

   Number of Owners: _____

   Number of Owners in D.C.: _____

   Percentage(%) of Ownership in D.C.: _____

   Documentation Required: Copy of personal income tax returns (Federal and District) of principal owners reflecting their permanent home address; driver's license; homeowner's tax assessment, Articles of Incorporation, etc.

5. More than fifty percent of the total revenues are derived from transactions in the District of Columbia. Yes No

   Total Sales (FY____): _____

   Total D.C. Sales Revenues (FY____):_____

   Percentage (%) D.C. 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).

DISADVANTAGED BUSINESS ENTERPRISE FORM

At least 51% of the owners applying for Disadvantaged Business Enterprise status must complete the sections below and the Personal Financial Statement on page 2 and Notary Public signature.

Complete this form for: (1) each socially disadvantage owner(s) whose combined interest totals at least 51%.

Name _____ Business Phone ( )

Residence Address _____ Residence Phone ( )

City, State & Zip Code _____

Company Name _____

Address _____ City _____ State _____ Zip Code _____

DECLARATION OF SOCIALLY DISADVANTAGED AND ECONOMICALLY DISADVANTAGED

In considering whether an owner/owners is/are **socially disadvantaged** due to chronic prejudice or bias without regard to their qualities as individuals over which they have no control due to their identity as members of a group as evidenced by the following:

1. Documentation proving that the individuals seeking social disadvantaged status as members of a group hold themselves out as members of the group;
2. Documentation proving that the individuals seeking socially disadvantaged status have been isolated from the mainstream of American society not common to business persons not socially disadvantaged;
3. Documentation proving that the individuals seeking socially disadvantaged status have personally suffered social disadvantage through treatment they have experienced; and

Economically disadvantaged because of diminished opportunities that have precluded these individuals from successfully competing in the open marketplace as evidenced by the following documentation on:

1. The personal financial condition of the individuals seeking economically disadvantaged status;
2. The financial condition of the business enterprise; and
3. The applicant's lack of access to credit, capital and the open market which is not common to business persons in general.

(attach letter documenting the above)

Individual Eligibility Certification

Each individual claiming disadvantaged status (requires at least 51% individuals who own, operate and control the business enterprise) must sign the certification below:

I certify that I am socially and economically disadvantaged in accordance with the requirements found under Title 27 DCMR Section 814. If claiming individual disadvantage, I certify that the information provided in my **letter** describing my personal experience is true, accurate and complete to the best of my knowledge and belief.

Name	Home Address	City	State / Zip Code

27 DCMR Section 814.2 (b) requires information regarding the personal financial condition of the individual(s) seeking economically disadvantaged status. Please provide the following information regarding your personal net worth. Personal net worth means the value of the assets remaining after total liabilities are deducted. **Do not include the individual's ownership in an applicant or participating DBE company.**

Assets*		Liabilities	
Cash on hand and in Banks	$_____	**Accounts Payable**	$_____
Savings Accounts	$_____	**Notes Payable to Banks and Others**	$_____
IRA or other retirement account	$_____	**Installment Accounts (auto)**	$_____
Accounts & Notes Receivable	$_____	**Installment Accounts (other)**	$_____
Life insurance-Cash surrender Value only	$_____	**Loan on Life Insurance**	$_____
Value of Stocks & Bonds	$_____	**Mortgage on Real Estate**	$_____
Value of Real Estate	$_____	**Unpaid Taxes**	$_____
Automobile(s) Present value	$_____	**Other Liabilities**	$_____
Other Personal Property	$_____	**Total Liabilities** $_____	
Other Assets – Value	$_____	**minus mortgage on primary residence** $_____	
Total	$_____		
Minus primary residence	$_____		
Total Adjusted Assets	$_____	**Total Adjusted Liabilities** $_____	
Personal Net Worth = Total Adjusted Assets minus Total Adjusted Liabilities = $			

I certify that I have read and understand the answers and questions herein. I further certify that I am in fact a socially and economically disadvantaged individual.

_____ Signature and Title

_____ Date

State of _____

SUBSCRIBED AND SWORN TO BEFORE ME

City of _____

This _____ Day of _____, _____

Signature of Notary Public _____

Address _____

City _____ State _____ My Commission Expires _____

94-2103 DC, DISTRICT-WIDE

WAGE DETERMINATION NO: 94-2103 REV (32) AREA: DC, DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:94-2104

****

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director Division of Wage Determinations	Wage Determination No.: 1994-2103 Revision No.: 32 Date Of Revision: 05/27/2004

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.73
01012 - Accounting Clerk II	12.75
01013 - Accounting Clerk III	14.49
01014 - Accounting Clerk IV	16.50
01030 - Court Reporter	16.50
01050 - Dispatcher, Motor Vehicle	16.50
01060 - Document Preparation Clerk	12.75
01070 - Messenger (Courier)	10.23
01090 - Duplicating Machine Operator	12.75
01110 - Film/Tape Librarian	14.65
01115 - General Clerk I	11.68
01116 - General Clerk II	13.72
01117 - General Clerk III	15.32
01118 - General Clerk IV	18.74
01120 - Housing Referral Assistant	19.04
01131 - Key Entry Operator I	11.73
01132 - Key Entry Operator II	12.75
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	13.05
01262 - Personnel Assistant (Employment) II	14.49
01263 - Personnel Assistant (Employment) III	16.50

01264 - Personnel Assistant (Employment) IV	19.60
01270 - Production Control Clerk	17.82
01290 - Rental Clerk	15.42
01300 - Scheduler, Maintenance	15.26
01311 - Secretary I	15.26
01312 - Secretary II	16.56
01313 - Secretary III	19.04
01314 - Secretary IV	20.52
01315 - Secretary V	23.47
01320 - Service Order Dispatcher	15.82
01341 - Stenographer I	14.68
01342 - Stenographer II	16.47
01400 - Supply Technician	20.52
01420 - Survey Worker (Interviewer)	14.94
01460 - Switchboard Operator-Receptionist	10.96
01510 - Test Examiner	16.56
01520 - Test Proctor	16.56
01531 - Travel Clerk I	11.63
01532 - Travel Clerk II	12.49
01533 - Travel Clerk III	13.41
01611 - Word Processor I	12.75
01612 - Word Processor II	14.49
01613 - Word Processor III	16.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.15
03041 - Computer Operator I	14.49
03042 - Computer Operator II	16.50
03043 - Computer Operator III	18.60
03044 - Computer Operator IV	20.52
03045 - Computer Operator V	23.22
03071 - Computer Programmer I (1)	19.64
03072 - Computer Programmer II (1)	23.33
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.49
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22.73
05010 - Automotive Glass Installer	17.88
05040 - Automotive Worker	17.88
05070 - Electrician, Automotive	18.95
05100 - Mobile Equipment Servicer	15.69
05130 - Motor Equipment Metal Mechanic	19.98
05160 - Motor Equipment Metal Worker	17.88
05190 - Motor Vehicle Mechanic	20.07
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	17.88
05280 - Motor Vehicle Wrecker	17.88
05310 - Painter, Automotive	18.95
05340 - Radiator Repair Specialist	17.88
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	19.98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.01

07010 - Baker	11.87
07041 - Cook I	10.93
07042 - Cook II	12.46
07070 - Dishwasher	9.76
07130 - Meat Cutter	16.07
07250 - Waiter/Waitress	8.59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.55
09070 - Furniture Refinisher	18.05
09100 - Furniture Refinisher Helper	13.85
09110 - Furniture Repairer, Minor	16.01
09130 - Upholsterer	18.05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	14.27
11121 - House Keeping Aid I	9.83
11122 - House Keeping Aid II	10.32
11150 - Janitor	10.12
11210 - Laborer, Grounds Maintenance	11.65
11240 - Maid or Houseman	9.83
11270 - Pest Controller	12.44
11300 - Refuse Collector	11.69
11330 - Tractor Operator	14.00
11360 - Window Cleaner	10.51
12000 - Health Occupations	
12020 - Dental Assistant	16.90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.39
12071 - Licensed Practical Nurse I	15.86
12072 - Licensed Practical Nurse II	17.79
12073 - Licensed Practical Nurse III	19.92
12100 - Medical Assistant	12.94
12130 - Medical Laboratory Technician	16.07
12160 - Medical Record Clerk	13.60
12190 - Medical Record Technician	14.97
12221 - Nursing Assistant I	9.31
12222 - Nursing Assistant II	10.48
12223 - Nursing Assistant III	11.94
12224 - Nursing Assistant IV	13.40
12250 - Pharmacy Technician	11.84
12280 - Phlebotomist	12.33
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	28.94
12313 - Registered Nurse II, Specialist	28.94
12314 - Registered Nurse III	34.48
12315 - Registered Nurse III, Anesthetist	34.48
12316 - Registered Nurse IV	41.33
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20.85
13011 - Exhibits Specialist I	17.98
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	27.29
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	23.59

13050 - Library Technician	17.18
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.71
15030 - Counter Attendant	8.71
15040 - Dry Cleaner	10.03
15070 - Finisher, Flatwork, Machine	8.71
15090 - Presser, Hand	8.71
15100 - Presser, Machine, Drycleaning	8.71
15130 - Presser, Machine, Shirts	8.71
15160 - Presser, Machine, Wearing Apparel, Laundry	8.71
15190 - Sewing Machine Operator	10.77
15220 - Tailor	12.43
15250 - Washer, Machine	9.31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.95
19040 - Tool and Die Maker	23.05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.38
21020 - Material Coordinator	18.47
21030 - Material Expediter	18.47
21040 - Material Handling Laborer	11.50
21050 - Order Filler	13.21
21071 - Forklift Operator	14.58
21080 - Production Line Worker (Food Processing)	14.48
21100 - Shipping/Receiving Clerk	13.09
21130 - Shipping Packer	13.09
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	15.76
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.61
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	17.65
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.55
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	20.93
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.61
23430 - Heavy Equipment Mechanic	19.98

23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	12.97
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.67
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.12
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	21.35
23931 - Telecommunication Mechanic II	22.50
23950 - Telephone Lineman	20.93
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.37
24580 - Child Care Center Clerk	15.86
24600 - Chore Aid	9.29
24630 - Homemaker	16.45
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.20
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.20
25190 - Ventilation Equipment Tender	13.85
25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	22.74
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	17.69
27010 - Court Security Officer	20.31
27040 - Detention Officer	18.29
27070 - Firefighter	20.59
27101 - Guard I	10.46
27102 - Guard II	13.78
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.44
28020 - Hatch Tender	18.44
28030 - Line Handler	18.44
28040 - Stevedore I	17.34
28050 - Stevedore II	19.56
29000 - Technical Occupations	
21150 - Graphic Artist	20.74
29010 - Air Traffic Control Specialist, Center (2)	30.83
29011 - Air Traffic Control Specialist, Station (2)	21.26
29012 - Air Traffic Control Specialist, Terminal (2)	23.42

29023 - Archeological Technician I	15.52
29024 - Archeological Technician II	17.35
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	28.42
29040 - Civil Engineering Technician	21.52
29061 - Drafter I	13.01
29062 - Drafter II	16.29
29063 - Drafter III	18.30
29064 - Drafter IV	23.33
29081 - Engineering Technician I	16.15
29082 - Engineering Technician II	18.75
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	25.86
29085 - Engineering Technician V	31.62
29086 - Engineering Technician VI	38.26
29090 - Environmental Technician	19.29
29100 - Flight Simulator/Instructor (Pilot)	22.59
29160 - Instructor	24.57
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.44
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	25.95
29491 - Unexploded Ordnance (UXO) Technician I	19.59
29492 - Unexploded Ordnance (UXO) Technician II	23.71
29493 - Unexploded Ordnance (UXO) Technician III	28.41
29494 - Unexploded (UXO) Safety Escort	19.59
29495 - Unexploded (UXO) Sweep Personnel	19.59
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.09
31361 - Truckdriver, Light Truck	13.45
31362 - Truckdriver, Medium Truck	17.09
31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.53
99030 - Cashier	8.93
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.04
99300 - Lifeguard	10.30
99310 - Mortician	23.79
99350 - Park Attendant (Aide)	12.93
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.11
99500 - Recreation Specialist	15.94

99510	- Recycling Worker	15.47
99610	- Sales Clerk	10.84
99620	- School Crossing Guard (Crosswalk Attendant)	11.37
99630	- Sport Official	11.24
99658	- Survey Party Chief (Chief of Party)	18.05
99659	- Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.16
99660	- Surveying Aide	11.22
99690	- Swimming Pool Operator	13.93
99720	- Vending Machine Attendant	10.73
99730	- Vending Machine Repairer	13.93
99740	- Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $2.59 an hour or $103.60 a week or $448.93 a month

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)
of employees. The conformed classification, wage rate, and/or fringe benefits shall
be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}
When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order
proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized
representative, the employees themselves. This report should be submitted to the
contracting officer no later than 30 days after such unlisted class(es) of employees
performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report
of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage
and Hour Division, Employment Standards Administration, U.S. Department of Labor,
for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the
wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

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

_____AGREES TO AFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITIAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

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

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

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

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

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

_____
AUTHORIZED OFFICIAL AND TITLE

_____
AUTHORIZED SIGNATURE

_____
FIRM/ORGANIZATION NAME

_____
DATE

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

_____
CONTRACTOR

_____
NAME

_____
SIGNATURE

_____
TITLE

_____
CONTRACT NUMBER

_____
DATE

EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001

Instructions:
Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer
(1) Single-establishment Employer Report

Multi-establishment Employer:
(2) ÿ Consolidated Report
(3) ÿ Headquarters Report
(4) ÿ Individual Establishment Report (submit one for each establishment with 25 or more employees)
(5) ÿ Special Report

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

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

					OFFICIAL USE ONLY
1. Name of Company which owns or controls the establishment for which this report is filed					a.
Address (Number and street)	City or Town	Country	State	Zip Code	b.
b. Employer Identification No.					
2. Establishment for which this report is filed.					OFFICIAL USE ONLY
a. Name of establishment					c.
Address (Number and street)	City or Town	Country	State	Zip Code	d.
b. Employer Identification No.					
3. Parent of affiliated Company					
a. Name of parent or affiliated Company	b. Employer Identification No.				
Address (Number and Street)	City or Town	Country	State	Zip Code	

Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? Yes No Did not report last year Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? Yes No No report last year Reported on combined basis

OFFICIAL USE ONLY

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.

e.

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

Yes No

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

SECTION D – EMPLOYMENT DATA

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

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Oriental (5)	American Indian (6)	Spanish Surname American (7)	Black (8)	Oriental (9)	American Indian (10)	Spanish Surname American (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi - Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Formal On-The-Job Trainee	White collar											
	Production											

1. How was information as to race or ethnic group in Section D obtained?
   a. Visual Survey
   b. Employment Record
   c. Other Specify _____
   _____
2. Dates of payroll period used
3. Pay period of last report submitted for this establishment._____

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

Check One
1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official | Title | Signature | Date

Name of person contact regarding This report (Type of print) | Address (Number and street)

Title | City and State | Zip Code | Telephone Number | Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF HUMAN RIGHTS AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE UNIT

SUBCONTRACT SUMMARY FORM

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

BID NO.: CCB NUMBER: _____ of _____ pages

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

AMOUNT OF PRIME CONTRACT: $_____
AMOUNT OF ALL SUBCONTRACTS: $_____ equals _____% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR:

TELEPHONE NO.

ADDRESS:

PROJECT NAME:
ADDRESS:

WARD NO.:_____

PROJECT DESCRIPTIONS:

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

1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBOC CERT. NO. 5. PHONE NO.	1. IS THIS A *MINORITY SUB? _____ YES _____NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE:	1. $ AMOUNT OF SUBCONTRACT equals(=) 2. _____% (percent) OF TOTAL PRIME CONTRACT.
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%
1. 2. 3. 4. 5.	1. MINORITY SUBCONTRACTOR _____ YES _____NO 2.	1. $_____ equals(=) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES. $_____

PERCENT OF PRIME CONTRACT. _____%

*D.C. LAW 1-95, as amended, defines a MINORITY BUSINESS ENTERPRISE as a business of which more than 50% is owned by members of a minority, and of which more than 10%

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

JOB CATEGORIES	MINORITY GROUP EMLOYES GOALS								TIMETABLES
	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									

NAME OF AUTHORIZED OFFICIAL:	TITLE:	SIGNATURE:

FIRM NAME:	TELEHONE NO:	DATE:

INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"

_____ Yes _____ No

NAME:

ADDRESS:

TYPE OF ACCOUNT/S:

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

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

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

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

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

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

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

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

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

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

4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:

   (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;

   (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

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

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

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

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

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

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

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

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

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

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

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

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

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

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

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

Signed by Marion Barry, Jr.
Mayor

ATTEST: Signed by Clifton B. Smith
Secretary of the District of Columbia

OFFICE OF HUMAN RIGHTS

NOTICE OF FINAL RULEMAKING

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

CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS

1100. PURPOSE

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

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

1101 SCOPE

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

1102 COVERAGE

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

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

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

1103 CONTRACT PROVISIONS

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

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

1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:

(a) Employment, upgrading, or transfer;
(b) Recruitment or recruitment advertising;
(c) Demotion, layoff, or termination;
(d) Rates of pay, or other forms of compensation; and
(e) Selection for training and apprenticeship.

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

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

1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.

1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.

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

1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.

1104 AFFIRMATIVE ACTION PROGRAM

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

1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars ($10,000) or more, and each contractor covered under subsection 1105.2 , an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.

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

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

(b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.

1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:

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

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

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

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

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

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

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

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

1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.

1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.

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

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

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

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

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

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

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

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

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

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

1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of "good faith" shall be based upon the contractor's documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

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

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

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

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

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

(1) Including it in any organizational manual;

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

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

(4) Posting; and

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

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

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

(2) Advertising in news media, specifically including news media directed to minorities and women;

(3) Notifying and discussing it with all known minority and women's organizations; and

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

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

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

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

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

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

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

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

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

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

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

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

1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.

1104.30 [Reserved]

1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.

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

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

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

1105 EXEMPTIONS

1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars ($25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars ($25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars ($10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars ($10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

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

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

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

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

1107 NOTICE OF COMPLIANCE

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

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

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

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

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

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

(a) Officials and managers;

(b) Professionals;

(c) Technicians;

(d) Sales workers;

(e) Office and clerical workers;

(f) Craftpersons (Skilled);

(g) Operative (Semi-skilled);

(h) Laborers (Unskilled); and

(i) Service workers.

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

1109 WAIVERS

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

1110 SOLICITATION OF CONTRACT

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

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

1111 PRIOR TO EXECUTION OF CONTRACT

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

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

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

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

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

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

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

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

1112 AFTER EXECUTION OF CONTRACT

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

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

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

1113 MONITORING AND EVALUATION

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

1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

(a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;

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

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

(1) The name of the organization;

(2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the course of the contract; and

(3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

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

1116 ENFORCEMENT

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

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

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

1117 COMPLAINTS

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

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

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

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

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitting by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any compliant or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

(a) A convenient time and place of hearing;

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

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

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.

1119.2 Sanctions imposed by the Director may include the following:

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

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

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

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

1120 NOTIFICATIONS

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

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

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

1121 DISTRICT ASSISTED PROGRAMS

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

1199 DEFINITIONS

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

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

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

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

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

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

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

Minority – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

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

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

DEPARTMENT OF FINANCE AND REVENUE
TAX CERTIFICATION AFFIDAVIT
_____, 2004

Name of Organization/Entity:_____

Address:_____

Principal Officers: Name Soc. Sec. No. Title
_____
_____
_____

Business Telephone No:_____
Finance and Revenue Registration No:_____
Federal Identification No:_____
DUNS 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
	Sales and Use	( )	( )
	Employer Withholding	( )	( )
	Hotel Occupancy	( )	( )
	Corporation Franchise	( )	( )
	Unincorporated Franchise	( )	( )
	Personal Property	( )	( )
	Professional License	( )	( )
	Arena/Public Safety Fee	( )	( )
	Vendor Fee	( )	( )

3. If not current, as checked in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue _____ Yes _____ No
Attach copy of the Agreement.

If outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

(A) Copies of Form FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
(B) Copies of canceled checks for the last tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Government is hereby authorized to verify the above information with appropriate Government authorities. Penalty for making false statements is a fine of not more that $1,000.00, imprisonment for not more than one (1) year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than $2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Code sec. 220-2513.

_____ _____
Signature of Person Authorized to Sign this Document Title

_____
Printed Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____day of _____
Month and Year

_____

Notary Public

My Commission Expires_____

FR-500

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF TAX AND REVENUE

COMBINED BUSINESS TAX REGISTRATION APPLICATION

- Codes for Principal Business Activity
- Instructions
- General Information (Part I)
- Franchise Tax Registration (Part II)
- Employer's D.C. Withholding Tax Registration (Part III)
- Sales and Use Tax Registration (Part IV)
- Personal Property Tax Registration (Part V)
- Unemployment Compensation Tax Registration (Part VI)

OFFICE OF TAX AND REVENUE
CUSTOMER SERVICE ADMINISTRATION
941 N. Capitol Street, N.E.
Washington, D.C. 20002

Telephone No. (202) 727-4TAX (4829)

CONTENTS:

- Listing of Business Codes/SIC Numbers
- Instructions
- Combined Business Tax Registration Application (Form FR-500)
- Unemployment Compensation Tax Registration Application

(Rev. 3/00)

Codes for Principal Business Activity and Principal Product or Service

These industry titles and definitions are based on the Standard Industrial Classification System, which classifies enterprises and establishments according to business activities.

Enter on Part I, item 2, your Business Code/SIC Number as determined from the following list. For example, if your principal business activity is a retail food store and the principal product or service is a retail bakery, the business code/SIC number would be 5460.

Code

Agricultural, Forestry & Fishing
0120 Field Crop
0170 Fruit and Nut Tree Farms
0180 Horticultural Specialty
0212 Beef and Cattle
0215 Hogs, Sheep and Goats
0240 Dairy Farms
0260 General Livestock

Agricultural Services & Forestry
0740 Veterinary Services
0753 Livestock Breeding
0780 Landscape and Horticultural

Fishing, Hunting & Trapping
0930 Commercial Fishing Hatcheries and Preserves
0970 Hunting, Trapping and Game Propagation

Mining
1098 Metal Mining
1150 Coal Mining
1380 Oil and Gas Extraction
1430 Nonmetallic Mineral (except fuel)

Construction

General Building Contractors and Operating Builders
1510 General Building Contractors
1531 Operative Builders

Heavy Construction Contractors
1600 Highway and Street Construction
1620 Heavy Construction (except highway

Special Trade Contractors
1711 Plumbing, Heating and Air Conditioning
1731 Electrical Work
1798 Other Special Trade Contractors

Manufacturing
2010 Meat Products
2020 Dairy Products
2030 Preserve Fruit and Vegetables
2040 Grain Mill Products
2050 Bakery Products
2060 Sugar and Confectionery Products
2081 Malt Liquors and Malt
2088 Alcoholic Beverages
2089 Bottled Soft Drink and Flavored
2096 Other Food and Kindred Products
2100 Tobacco Manufacturing

Textile Mill Products
2228 Weaving Mills and Textile Finish
2250 Knitting Mills
2298 Other Textile Mill Products

Apparel & Other Textile Products
2315 Men's and Boys' Clothing
2345 Women and Children Clothing
2388 Other Apparel and Accessories
2390 Miscellaneous Fabricated Textiles

Lumber and Wood Products
2415 Logging, Sawmills and Planning Mills
2430 Millwork, Plywood and Related Products
2498 Other Wood Products (including wood buildings and mobile homes)
2500 Furniture & Fixtures
2625 Paper and Allied Products
2699 Other Paper Products
2799 Commercial and Other Printing and Printing Trade Services

Code

Chemicals-Allied Products
2815 Industrial Chemicals, Plastic Materials and Synthetics
2830 Drugs
2840 Soap Cleaners and Toilet Goods
2850 Paint and Allied Products
2898 Agricultural and Other Chemical Products

Transportation
4020 Railroad Transportation
4100 Local Interurban Passenger Transit
4200 Trucking and Warehousing
4215 Courier Services, except by Air
4400 Water Transportation
4500 Transportation by Air
4600 Pipe Lines (except natural gas)
4700 Miscellaneous Transportation Services

Communications
4800 Communications
4813 Long Distance Telephone Communications

Electric, Gas and Sanitary
4900 Electric and Gas Services
4911 Electric Services
4920 Gas Services
4950 Sanitary Services

Durable Wholesale Trade
5008 Machinery Equipment and Supplies
5010 Motor Vehicle and Automobile Equipment
5020 Furniture and Home Furnishings
5030 Lumber and Construction Materials
5040 Sporting, Recreational, Photographic and Hobby Goods, Toys and Supplies
5098 Other Durable Goods

Non-Durable
5110 Paper and Paper Products
5129 Drugs, Drug Proprietaries and Druggist Sundries
5180 Alcoholic Beverages
5190 Miscellaneous Non-Durable

Retail Trade
5220 Building Material Dealers
5251 Hardware Stores
5265 Garden Supplies and Mobile Home Dealers

General Merchandise Stores

Food Stores
5300 General Merchandise Stores
5410 Grocery Stores
5411 Convenience Food Stores–Retail
5460 Retail Bakery
5490 Other Food Stores

Automotive Dealers and Service Stations
5515 Motor Vehicle Dealers
5541 Gasoline Service Stations
5598 Other Automotive Dealers

5600 Apparel & Accessories Stores
5611 Men's and Boys' Clothing and Furniture
5621 Women's Accessories and Specialty Stores
5641 Children and Infants Apparel
5661 Shoe Stores
5681 Furriers and Fur Shops

Code

5700 Furniture & Home Furnishings
5713 Floor Coverings Stores
5714 Drapery, Curtain and Upholstery
5722 Household Appliances Stores
5732 Radio and TV Stores
5733 Music Stores
5800 Eating and Drinking Places

Miscellaneous Retail Stores
5912 Drug Stores and Proprietary Stores
5921 Liquor Stores
5931 Used Merchandise Stores
5941 Sporting Goods Stores and Bicycle Shops
5942 Book Stores
5943 Stationery Stores
5944 Jewelry Stores
5945 Hobby, Toy and Game Shops
5946 Camera and Photographic Stores
5947 Gift, Novelty and Souvenir
5948 Luggage and Leather Goods
5949 Sewing Needlework and Piece Goods Stores
5961 Mail Order Houses
5962 Merchandising Machine Operators
5963 Direct Selling Organizations
5982 Fuel and Ice Dealers (except fuel oil and bottled gas dealers)
5983 Fuel Oil Dealers
5984 Liquified Petroleum Gas (bottled gas) Dealers
5992 Florists
5993 Cigar Stores and Stands
5994 News Dealers and News Stands
5996 Other Miscellaneous Retail Stores

Finance, Insurance and Real Estate
6000 Banking
6030 Mutual Savings Banks
6060 Bank Holding Companies
6100 Credit Agencies Other Than Banks
6210 Securities Brokers, Dealers and Flotation Companies
6299 Commodity Contracts, Brokers & Dealers, Security & Commodity Exchange and Allied Services
6355 Life Insurance
6359 Other Insurance Companies
6411 Insurance Agents, Brokers and Services
6511 Real Estate Operators and Lessors of Buildings
6531 Real Estate Agents, Brokers and Management
6550 Subdividers and Developers
6553 Cemeteries, Subdividers and Developers
6611 Combined Real Estate Insurance Loans, Law Offices

Holdings and Other Investments
6746 Investment Clubs
6747 Common Trust Funds
6749 Other Holding and Investment Companies

Services
7000 Hotels and Other Lodging Places
7021 Rooming and Boarding Houses
7032 Sporting and Recreational Camps
7033 Trailer Parks and Camps

Code

7041 Organizational Hotels and Lodging Houses on a Membership Basis

Personal Services
7200 Coin-Operated Laundries and Dry Cleaning
7219 Other Laundry, Cleaning and Garment Services
7221 Photographic Studios and Portrait Studios
7231 Beauty Shops
7241 Barber Shops
7251 Shoe Repair and Hat Cleaning Shops
7261 Funeral Services and Crematories
7299 Miscellaneous Personal Services

Business Services
7310 Advertising
7340 Service to Buildings
7361 Employment Agencies
7370 Computer and Data Processing Services
7392 Management, Consulting and Public Relations Services
7394 Equipment Rental and Leasing
7398 Other Business Services

Automotive Repair and Services
7500 Auto Repair Services
7510 Auto Rentals and Leasing Without Drivers
7520 Auto Parking
7531 Auto Top and Body Repair Shops

Miscellaneous Repair Services
7622 Radio and TV Repair Shops
7628 Electrical Repair Shops (except Radio and TV)
7641 Reupholster and Furniture Repair
7680 Miscellaneous Repair Shops (other)
7812 Motion Picture and Video Tape Production, Distribution and Services
7830 Motion Picture Theaters
7900 Amusement and Recreational Services
7932 Billiards and Pool Establishments
7933 Bowling Alleys
7941 Professional Sports Clubs and Promoters
7948 Racing (including Track and Operation)

Medical and Health Services
8015 Office of Physicians
8021 Office of Dentists
8040 Office of Other Health Practitioners
8041 Chiropractors
8042 Office of Optometrists
8050 Nursing and Personal Care Facilities
8060 Hospitals
8071 Medical Laboratories
8072 Dental Laboratories
8099 Other Medical Services

Other Services
8111 Legal Services
8200 Educational Services
8911 Engineering and Architectural Services
8930 Other Accounting, Auditing and Bookkeeping Services
8932 CPAs
8999 Other Services Not Elsewhere Classified

INSTRUCTIONS

The Combined Business Tax Registration Application (Form FR-500) is to be completed by a business or consumer who is registering with the D.C. Office of Tax and Revenue and the D.C. Department of Employment Services (DOES) for the following taxes or payment:

- Corporation Franchise Tax Return (Form D-20)
- Unincorporated Business Franchise Tax Return (Form D-30)
- Employer Withholding Tax Return (Form FR-900 series)
- Sales and Use Tax Return (Form FR-800 series)
- Personal Property Tax Return (Form FP-31)
- Street Vendor Payment
- Gross Receipts Tax
- Unemployment Compensation Tax (Registered by DOES)

PART I

The following general instructions are to assist you in completing Form FR-500.

- **All questions in Parts I through VI must be answered. If not applicable, write "N/A" in the answer block.**
- **Although there is duplication of some information requested in Part I and Part VI, both parts must be completed. Part VI will be processed separately from Parts I through V.**
- **All questions requesting a date must be answered with the month, day and year.**
- **Sign application Parts V and VI.**
- **Return only the signed original completed application form. Do not send any copies.**
- **Be sure to enter your Federal Employer Identification Number.**
- **Enter your Social Security Number.**
- **Enter your D.C. Business Tax Registration Number, if currently registered.**
- **Be sure to enter the correct Business Code/SIC Number. A list of codes is provided.**

D.C. TAX REQUIREMENTS

PART II
Corporation Franchise Tax
Unincorporated Business Franchise Tax

Corporation Franchise Tax — A Corporation Franchise Tax Return (Form D-20) is required of every corporation engaging in or carrying on a trade or business in the District of Columbia and/or receiving income from sources within the District of Columbia. A Form D-20 must be filed by the 15th day of the third month following the close of the corporation's taxable year. A minimum amount of $100 is required to be paid if the amount of tax owed is less than $100.

Unincorporated Business Franchise Tax — An Unincorporated Business Franchise Tax Return (Form D-30) is required of every unincorporated business (ex. sole proprietor, joint venture, etc.) engaging in or carrying on any trade or business in the District of Columbia, deriving rental income, and/or receiving other income from sources within the District, whose gross receipts exceed $12,000. A Form D-30 must be filed annually by the 15th day of the fourth month following the close of the business' taxable year. A minimum amount of $100 is required to be paid if the amount of tax owed is less than $100.

PART III
Employer Withholding Tax

Employer Withholding Tax — A Form FR-900 is required to be filed by every employer doing business in the District and having D.C. resident employees. The employer is required to register and withhold District of Columbia income tax from the wages of such employees. Form FR-900M must be filed monthly by the 20th day of the month following the period being reported on, unless notified by the Office of Tax and Revenue that an annual return (Form FR-900A) may be filed.

PART IV
Sales and Use Tax

Sales Tax — Any individual engaging in business in the District of Columbia must collect District of Columbia sales tax from the purchaser on: sales of tangible personal property delivered to a customer in D.C.; certain foods and drinks sold at retail; certain services, rental and leasing of tangible personal property; rental of rooms to transients; admissions to certain public events that take place in D.C.; and the service of parking, storing or keeping motor vehicles or trailers in D.C. A Sales and Use Tax Return (Form FR-800M) must be filed monthly by the 20th day of the month following the reporting period, unless notified by the Office of Tax and Revenue that an annual return (Form FR-800A) may be filed.

The promoter of a Special Event must provide a list of the participants (the individuals who must collect District of Columbia sales tax from the purchasers of any goods sold at the event). The list should contain the name, address and telephone number of each participant, the name and date(s) of the event and whether the participant is a street vendor.

Use Tax — The use tax is imposed at the same rate as the sales tax and is imposed on the purchase or rental of tangible personal property for the purpose of use, storage or consumption in the District by a buyer who did not pay a sales tax to the District or any other taxing jurisdiction at the time of the purchase or rental of the property.

PART V
Personal Property Tax

Personal Property Tax — A Form FP-31 (Personal Property Tax Return) is required to be filed by every business owning or holding in trust any tangible property tax (ex. furniture, computers, fixtures, books, etc.) located in or having a taxable situs in the District of Columbia and which is used or is available for use in a trade, business or office held for business purposes, including property kept in storage or held for rent or which is leased to third parties, including governmental agencies, under a "lease-purchase agreement. A Form FP-31 must be filed and the tax paid on or before July 31st of each year based upon the current value (remaining cost) of all tangible personal property owned as of July 1st.

Railroad companies operating rolling stock, parlor cars and sleeping cars in the District over any railroad line, must file Form FP-32 (Railroad Tangible Property Return) by July 31st of each year, on property owned on July 1st. Also, every railroad company whose lines run through the District, must report by July 31st, of each year, on Form FP-33 (Railroad Company Report), and any other company whose cars run on their D.C. tracks, must file Form FP-34 (Rolling Stock Tax Return) with full payment of the tax owed.

PAYMENT REQUIREMENT FOR STREET VENDORS

Every street vendor who holds a Class A license, Class B license, Class C non-food license or Class C food license issued by the D.C. Department of Consumer and Regulatory Affairs is required to register with the Office of Tax and Revenue, make an initial payment of $125 (credited against the $375 due the 1st quarter) and thereafter submit quarterly installment payments of $375 each. These quarterly payments are in lieu of collecting and remitting sales tax for each immediately preceding three month period. The Vendors described must complete Parts I, II and VI of this application. If a holder of an annual street vending license surrenders his/her license, prior to the close of a quarter, the quarterly payment is pro-rated based on the number of months, or fraction of a month, that the license is held during the quarter. Payment is due on or before the 20th day of every January, April, July and October.

A holder of only a Class A temporary license or a Class B temporary license must make a $125 payment in lieu of collecting and remitting sales tax. The payment is due on or before the 10th day following the expiration date of the temporary license. Payments must be made in cash, certified check, cashier's check, or money order.

NOTE: Every street vendor who is licensed by the D.C. Department of Consumer and Regulatory Affairs is required to make vendor payment(s) regardless of the amount of sales, if any, the street vendor makes during the year.

REPORTING GROSS RECEIPTS TAX

Gross Receipts Tax — Utilities, telecommunication companies providing long distance service, companies providing cable television, satellite relay or distribution of video or radio transmission to subscribers and paying customers, heating oil delivery companies, commercial mobile service providers and non-public utility sellers of natural or artificial gas are subject to the Gross Receipts Tax.

Companies subject to the Gross Receipts Tax must submit a monthly report of their gross receipts from District sources. Gross receipts should be reported by filing Form FP-27 for utilities, Form FP-27T for telecommunication companies, Form 27-C for cable television, satellite relay, video distribution and radio transmission companies, Form 27-NAG for non-public utility sellers for natural or artificial gas, Form 27-M for commercial mobile service providers and Form FP-27H for heating oil delivery companies. Companies must file the proper form by the 20th of the month following the period being reported. Contact the Audit Division if you have any questions.

If you have any questions regarding the above tax requirements, contact the Office of Tax and Revenue, 941 N. Capitol Street, N.E., Washington, D.C. 20002; or call (202) 727-4TAX (4829). First time applicants must mail an original application.

– PART VI ONLY –
UNEMPLOYMENT COMPENSATION TAX REGISTRATION

D.C. Unemployment Compensation Tax — Employers who hire one or more persons to perform services in the District of Columbia are required to register for Unemployment Compensation Taxes. Domestic/household employers who pay cash remuneration of $500 or more in any calendar quarter are also required to register and file reports. In addition, a non-profit organization that has been granted exemption from the payment of FUTA taxes under Section 501(c)(3) of the Internal Revenue Code may elect to reimburse the Office of Unemployment Compensation in lieu of paying taxes.

ITEM 16 OF PART VI SHOULD BE COMPLETED BY NON-PROFIT ORGANIZATIONS ONLY. If you are exempt from federal unemployment taxes, check the appropriate box and include a copy of the Internal Revenue Service exemption letter.

A non-profit organization has two options to finance Unemployment Insurance Coverage:

1. Payment of contributions at the rate assigned by the D.C. Department of Employment Services. The rate is applied to the taxable wages earned by each employee during a calendar year. Contributions are paid on a calendar quarter basis.

   OR

2. Reimbursement of the trust fund. At the end of each calendar quarter, the employer is billed for unemployment benefits paid to its former employees during the quarter.

PERCENTAGE OF ASSETS ACQUIRED. Enter appropriate information. List any prior D.C. ID number issued to you or to the business.

If you are a new employer acquiring your business from a predecessor, answer the appropriate questions or state whether this is a change in the type of business such as individual ownership, partnership or corporation which is changing its entity. This information is necessary in order to determine your experience rate. If changing the trade name, include the former trade name.

Questions concerning your liability or financing options for Employment Taxes should be directed to the D.C. Department of Employment Services, Office of Unemployment Compensation, Division of Tax, 500 C Street, N.W., Room 501, Washington, DC 20001 or telephone (202) 724-7472 or 7473. The facsimile number is (202) 724-7474.

FR-500 COMBINED BUSINESS TAX REGISTRATION APPLICATION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF TAX AND REVENUE

PART I — GENERAL INFORMATION

1(a). Federal Employer Identification Number ☐☐–☐☐☐☐☐☐☐ 2. Business Code ☐☐☐☐

1(b). D.C. Business Tax Registration Number, if granted ☐☐☐☐☐☐☐

1(c). Social Security Number ☐☐☐–☐☐–☐☐☐☐

3. Reason for application: (please check)

- ❑ New business
- ❑ Additional location
- ❑ Purchased existing business
- ❑ Name change (attach corporation amendment)
- ❑ Legal form change
- ❑ Street vendor
- ❑ Household/domestic
- ❑ Address change
- ❑ Merger (attach merger agree.)
- ❑ Heating oil company
- ❑ Utility company
- ❑ Other (describe on an attachment)

4. Legal form of business (please check):

- ❑ Sole proprietor
- ❑ Limited Liability Company
- ❑ General partnership
- ❑ Limited liability partnership
- ❑ Corporation
- ❑ Limited partnership
- ❑ Government
- ❑ Joint venture
- ❑ Other (specify)

If Incorporated, enter state and date of Incorporation
State _____ Mo. _____ Day _____ Yr _____

5. Business Name (Individual, Partnership, Corporation)

6. Trade Name (if different from Line 5)

7. Business Address *(P.O. Box not acceptable unless located in a Rural Area)*

8. Mailing Address

9. Local Business Phone No. ( ) 10. Main Office Phone No. ( ) 10(a). FAX No. ( )

11. Date present business commenced in D.C. or date expected to begin
Mo. _____ Day _____ Year _____

12. If previously registered with the District of Columbia, please indicate:

Former Entity Name _____ Business Tax Registration Number _____

Former Trade Name _____ Name of Former Owners _____

13. NAME, TITLE, HOME ADDRESS, SOCIAL SECURITY NUMBER OF PROPRIETOR, PARTNERS OR PRINCIPAL OFFICERS

Name and Title	Home Address	Zip Code	Social Security Number

PART II — Franchise Tax Registration

14. Indicate your profession, principal business activity or service (for example, retail grocery, wholesale auto parts, barber shop, doctor, contractor, landscaper, etc.)

15. Do you or will you have an office, warehouse, or other place of business in D.C., or a representative with a District of Columbia location? ❑ Yes ❑ No

16. Do you or will you have merchandise stored in a public or private warehouse in D.C.? ❑ Yes ❑ No

17. Do you or will you perform in D.C. personal services (medical, accounting, consulting); or other services such as electrical, heating, construction, etc., or installations or repairs of any type? ❑ Yes ❑ No

18. Do you or will you generate any business related income from D.C. sources? ❑ Yes ❑ No

19. Do you or will you have rental property in D.C.? ❑ Yes ❑ No | 20. Date converted or expected to be converted to rental property ____/____/____

21. Date on which your taxable year ends: Month _____ Day _____ Year _____

22. Describe fully ALL your current or expected business activities and/or major type of services performed within D.C. (Attach separate sheet if necessary.)

— INCOMPLETE APPLICATIONS WILL BE RETURNED —

PART III — Employer's D.C. Withholding Tax Registration

22. Estimated total number of employees _____

23. Number of D.C. resident employees subject to D.C. Withholding Tax: _____

24. Date when you began to employ D.C. resident(s) ____-____-____
mo. day yr.

Date when you began or date expected to begin to withhold D.C. tax from resident employees ____-____-____
mo. day yr.

25. Estimate amount of D.C. tax to be withheld monthly from D.C. resident employees:

26. Will you have employee(s) working within D.C.?
❑ Yes ❑ No

PART IV — Sales and Use Tax Registration

27. Check applicable block(s) below

28. Date when sales/use began in D.C. ____-____-____
or date expected to begin mo. day yr.

❑ Reporting Sales Tax on retail sales or rentals.
❑ Reporting Use Tax on items purchased tax free inside/outside D.C.
❑ Purchasing in D.C. items for resale outside D.C. (Attach photocopy of state/county sales tax registration.)
❑ Purchasing in D.C. cigarettes for resale outside D.C. (Attach photocopy of state/county cigarette/tobacco license.)
❑ Making no taxable sales and tax is paid to vendors in all taxable purchases.
❑ Making exempt sales where a Certificate of Resale is issued.

29. If you have more than one place of business where you collect taxes on sales in the District of Columbia, do you wish to file a Consolidated Sales Tax Return for all locations? ❑ Yes ❑ No
Please attach a statement listing any additional places of business.

PART V — Personal Property Tax Registration

Describe the type of Personal Property at each location (ex. furniture, fixtures, machinery equipment and supplies), used for business purposes.

_____

_____

_____

_____

CERTIFICATION
I declare under penalties as provided by law that this application (including accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief it is true, correct and complete.

Signature **Title** **Date**

COMPLETED APPLICATIONS MUST BE SIGNED BY EITHER OWNER, PARTNER OR PRINCIPAL OFFICER OF CORPORATION. (Agents or Representatives must attaach a *Power of Attorney*.)

OFFICIAL USE ONLY

Type Tax	Date Lia. began	Cycle	Method	Remarks
H				
J				
W				
S				
R				
P				
Reviewer/Date				
Date Data Entered/Initials				

COMPLETE THIS PART IF ANY OF YOUR EMPLOYEES WORK IN THE DISTRICT OF COLUMBIA

PART VI — Unemployment Compensation Tax Registration

IMPORTANT: Although some information has already been requested in Part I, it is necessary that Part VI, Unemployment Compensation Tax Registration be completed by all applicants who have employees working in the District. Part VI will be processed separately from Parts I through V. For more information call (202) 724-7472.

1. **Federal Employer Identification Number** ☐☐-☐☐☐☐☐☐☐

2. **Previously assigned Unemployment Insurance Number** *(if applicable)* ☐☐-☐☐☐☐

3. **Type of ownership** *(check one)*

- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Joint venture
- ☐ Corporation
- ☐ Household/domestic
- ☐ Limited liability company
- ☐ Limited liability partnership
- ☐ Other (specify) _____

If Incorporated, enter:

State _____ Date _____
Mo. Day Yr.

Reason for applying:

- ☐ New Business
- ☐ Merger (attach merger agreement)
- ☐ Household/domestic
- ☐ Name Change (attach corporation amendment)
- ☐ Change of Entity
- ☐ Reorganization
- ☐ Additional location
- ☐ Purchased existing business
- ☐ Other (specify) _____

4. **Describe in *detail* your business activity and/or major source of sales that generate sales and use tax; specify the product manufactured and/or sold, or the type of service performed. (*Omission of this information may result in a delay of your status determination.)***

5. **Entity Name**

6. **Trade Name** *(if different from line 5)*

7. **Street Address of D.C. Business or D.C. Worksite** *(P.O. Box is not acceptable)*

8. **Mailing Address for ALL Returns**

9. **Electronic Means of Communication** (Leave blank if not applicable)

- ☐ Local Voice Number _____
- ☐ Local Fax Number _____
- ☐ Main Office Voice Number _____
- ☐ Main Office Fax Number _____
- ☐ E-mail Address _____
- ☐ Website Address _____

10. **Owner, officer, or agent responsible for reporting and remitting unemployment taxes:**

Name _____

Title _____

Voice No: _____ Fax No. _____

11. **List Proprietor, Partners, or Principal Officers**

Name and Title	Address	Social Security Number

— COMPLETE REVERSE SIDE —

12a. Date the first wages were paid to employees performing services in D.C. *(write N/A if there were no services performed in D.C.)*

Month: **Day:** **Year:**

12b. **For employers of domestic help only.** Have you or will you have for an individual or local college club, college fraternity or sorority, a total payroll of $500 or more in D.C. during any calendar year: ☐ Yes ☐ No.

If yes, indicate the earliest quarter and calendar year: **Quarter:** **Year:**

13. Number of workers employed in D.C. *(including officers)*

This space for official use only.

Account number _____

Date _____

Signature _____

14. List all places of business in D.C.

BUSINESS NAME	LOCATION ADDRESS	CITY, STATE, ZIP CODE

15. If the reason for registering is due to the purchase of a going business, merger, reorganization, or change of legal entity, provide the following information including the percentage of assets acquired *(if needed, attach additional explanation of transaction).*

Nature of transfer *(check appropriate box):*

☐ Purchase ☐ Merger or consolidation ☐ Foreclosure ☐ Receivership

☐ Lease ☐ Corporate Reorganization ☐ Bankruptcy ☐ Assignment

☐ Partnership reorganization *(admission or withdrawal of one or more partners).*

☐ Other *(specify in detail):* _____

Percent of assets acquired: % Date of transfer: Month: Day: Year:

Predecessor's Name | Predecessor's Account Number

Address

Trade name under which transferred business was operated

16. **COMPLETE THIS PART ONLY IF YOU ARE A NON-PROFIT ORGANIZATION**

16.a. Are you covered by the Federal Unemployment Tax Act?
☐ Yes ☐ No
If NO, are you exempt under §3306(c)(8) of the Federal Unemployment Tax Act?
☐ Yes ☐ No

16b. Are you a non-profit organization as described in §501(c)(3) of the United States Internal Revenue Code which is exempt from income tax under §501(a) of such code?
☐ Yes ☐ No
(If yes, please attach a copy of the §501(c)(3) exemption letter.)

16c. Elect an option to finance unemployment insurance coverage *(see instructions)* ☐ Contributions ☐ Reimbursement of trust fund

CERTIFICATION. *I declare under penalties as provided by law that Part VI (including accompanying schedules and statements) has been examined by me and to the best of my knowledge and belief it is true, correct and complete.*

Signature *Title* *Date* *Telephone Number*

COMPLETED PART VI MUST BE SIGNED BY OWNER, PARTNER OR PRINCIPAL OFFICER OF THE CORPORATION, OR AGENT *(Power of Attorney must be attached if signed by an agent).*

Part VI is to be mailed to: D. C. Department of Employment Services,
500 C St., N.W., Room 501, Washington, D.C. 20001

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 subcontractors, 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.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 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.

J. 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, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.

K. 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.

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, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

4. DOES certifies that 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.

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					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY