Dear Prospective Contractor:

We invite you, through this Request for Qualifications, to become a pre-qualified source for providing medical consultation services for social security disability determination on claims and applications from District residents who are customers of the District of Columbia Government, Department of Human Services' Income Maintenance Administration (IMA). For your convenience, we will use the Human Care Agreement process to implement contracts. It is much easier than our competitive sealed proposals process that you may have responded to in the past.

The Human Care Agreement (HCA) process requires you to complete the attached forms and submit the documents listed below by the stated date and time. This information will facilitate a determination by the Contracting Officer of your qualifications to provide the needed services. Upon a determination by the Contracting Officer that you are qualified you will become a part of a pool of sources that the District can draw from to provide medical consultation services. Your proposed rates, if not established by state law or regulation, will be negotiated.

Three (3) copies of the following documents must be returned no later than 2:00 p.m. local time on June 29, 2007 to:

The Office of Contracting and Procurement
64 New York Avenue, NE
Room 6124
Washington, DC 20002

- Human Care Agreement Contractor Qualifications Record completed in its entirety, using N/A in areas that do not apply, along with all applicable licenses and certifications. (Attachment 1)
- Signed Human Care Agreement
- Equal Employment Opportunity Compliance Documents (Attachment 10)
- First Source Employment Agreement (Attachment 4)
- Tax Certification Affidavit (Attachment 7)
- Drug-Free Certification (Attachment 9)
- Under Section C.5 – Provider Specific Requirements, of the Human Care Agreement the Provider shall provide written justification to substantiate the requirements of Sections C.5.3.

Medical Consultation Services for Social Security
Disability Determination
DCJA-2007-HC-0037

If you have any questions regarding this Human Care Agreement solicitation you must submit them in writing to the contact person identified in Section E of the Human Care Agreement solicitation no later than ten (10) calendar days prior to June 29, 2007. Any substantive information given to a prospective provider will be furnished promptly to all other prospective providers as an amendment to the Human Care Agreement solicitation if that information is necessary in submitting responses, or if the lack of it would be prejudicial to any other prospective providers. Oral explanations or instructions given before the award of a Human Care Agreement will not be binding.

Thank you for your interest in this procurement.

Jean Wright
Contracting Officer

Attachments

Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

STATUTORY AND REGULATORY AUTHORITY

The Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155) authorizes the District of Columbia Chief Procurement Officer, or his or her designee, to award human care agreements for the procurement of social, health, human, and education services directly to individuals in the District. The Human Care Agreement Contractor Qualifications Record (CQR) is an application package that will facilitate the process of pre-qualifying contractors for a human care agreement with the District of Columbia in accordance with D.C. Law 13-155 and Chapter 19, 27 DCMR, the regulations.

GENERAL INSTRUCTIONS

1. *Please read and complete each section of the Human Care Agreement Contractor Qualifications Record form. All information must be completed in the spaces provided, or marked "N/A."*

2. *An original signature must be provided in those sections where a signature is required. Copies or a stamped signature **is not** acceptable.*

3. *Included in the package that will be provided to you will be a copy of the "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts", dated November 2004. Please read this document carefully before you complete the Contractor's Qualifications Record. The "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts," dated November 2004, will be incorporated by reference into each Human Care Agreement that is entered into between a contractor that will provide human care services and the District of Columbia.*

4. *Also included in the package that will be provided to you will be forms required by the Department of Small and Local Business Development. You must complete those forms and return them with your package to make it complete and for you to be considered for a Human Care Agreement. The forms are for:*

   a. *Compliance with Section 5 of Mayor's Order 85-85, "Equal Opportunity Obligations in Contracts" and*
   b. *Compliance with Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Amendment Act of 1998, as amended (D.C. Laws 12-268 and 13-169).*

5. *You may use Section VIII, the "Remarks Section", on page 6, to provide additional information or to expand on information that is provided in response to the request for information.*

6. *Please include and attach all information, documentation, and data as instructed and required.*

7. *In those instances where check boxes are provided, please check only the box or boxes which apply.*

CHECKLIST

☐	Did you include your Taxpayer Identification Number?	☐	Did you attach a copy of your most recent Financial Statement?
☐	Did you attach the information required In Section III, Disclosure Information, on page 2?	☐	Did you attach a copy of all licenses and certifications, including any specialty certifications?
☐	Did you list all personnel critical to the performance of your Organization in Section VI	☐	Are you providing a facility? Then, did you attach a copy of the Certificate of Occupancy for each facility?
☐	Did you attach a Certificate of Incorporation, if applicable?	☐	Did you attach a Certificate of Good Standing, if applicable?
☐	Did you attach a copy of your LSDBE certification, if applicable?	☐	Did you attach or include your salary history, if applicable?

FREQUENTLY ASKED QUESTIONS

Q	Can I fax my application for processing?	**A**	No. Contractor Qualifications Records must contain original, not copied signatures.
Q	Is this form available electronically?	**A**	Yes, the Contractor Qualifications Record (CQR) is available on the Office of Contracting and Procurement website, www.ocp@dc.gov.
Q	Who or what is an Individual?	**A**	The term "individual" means a human person who may be licensed, certified, or otherwise authorized or qualified to perform or provide specific human care services. The individual may be solo practitioner or a part of a group.

Q	Who or what is an Organization?	**A**	The term " organization" means an entity, other than an individual, that is licensed, certified, or otherwise authorized, or qualified, to provide or perform human care services in the normal course of business. The license, certification, or other recognition is granted to the organization entity. Individual owners, managers, or employees of the organization may also be certified, licensed, or otherwise recognized as individual providers in their own right. Examples may include a corporation, joint venture, clinic, hospital, or partnership.

Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

1. DATE OF FILING	2. FILING TYPE:	FOR OCP USE ONLY:
/ /	☐ NEW ☐ UPDATE ☐ CORRECTION ☐ REMOVAL	*DATE RECEIVED BY OCP:*

SECTION I – GENERAL INFORMATION

1. NAME OF INDIVIDUAL/ ORGANIZATION

a. Name:

b. Title:

c. Physical Street Address:

d. City, State & Zip Code:

e. Office Phone: f. Office Facsimile No:

g. E-Mail:

5. SOCIAL SEC. / TAXPAYER ID NO:

6. DUNN & Bradstreet No:

2. TYPE OF ORGANIZATION *(Please check the appropriate box.)*

☐ INDIVIDUAL ☐ JOINT VENTURE

☐ CORPORATION ☐ GENERAL PARTNERSHIP

☐ SOLE PROPRIETORSHIP ☐ LIMITED PARTNERSHIP

3. STATE OF INCORPORATION *(Please check the appropriate box.)*

☐ DISTRICT OF COLUMBIA ☐ COMMONWEALTH OF VIRGINIA

☐ STATE OF MARYLAND ☐ STATE OF DELAWARE

☐ OTHER: _____

Date Of: _____

3. IS ORGANIZATION?

☐ FOR PROFIT ☐ NON-PROFIT

7. ARE YOU OR THE ORGANIZATION CERTIFIED IN D.C. AS?

☐ Small ☐ Local ☐ Disadvantaged ☐ Resident-Owned

☐ Enterprise Zone ☐ Longtime Resident

SECTION II – FINANCIAL RESPONSIBILITY INFORMATION

(Please Provide and Attach a Copy of Your Most Recent Financial Statement.)

1. **Name and Address of Accountant:**	2. Name and Address of Financial Institution:
3. Name and Title of Contact Person:	**4. Name and Title of Contact Person:**
5. Telephone No.: / **6. Fax No.:**	**7. Telephone No.:** / 8. Fax No.:
9. Date Of Attached Financial Statement (Must be Within Last 12 Months):	*10. Do You/Organization Owe Any Outstanding District /Federal Taxes:* District Taxes: ☐ NO ☐ YES - Federal Taxes: ☐ NO ☐ YES

11. MEDICAID – MEDICARE INFORMATION:

a. Are You / Organization a Certified Medicaid Provider? ☐ YES ☐ NO Medicaid Number:_____ Date: _____

b. Are You / Organization a Certified Medicare Provider? ☐ YES ☐ NO Medicare Number:_____ Date: _____

SECTION III – DISCLOSURE INFORMATION

(If yes to any questions below, please explain fully in REMARKS SECTION, or attach a separate statement.)

1.	Have you or the Organization ever been debarred, suspended or sanctioned from any state or federal program? ☐ YES ☐ NO
2.	Is your license, or any in the organization currently suspended or restricted in any way? ☐ YES ☐ NO
3.	Have you or the principals of the Organization ever been, indicted, convicted of or pled guilty to a crime (excluding minor traffic citation), or been imprisoned for a crime in the past 10 years.: ☐ YES ☐ NO
4.	Are there any judgments, or pending civil lawsuits, or investigations against you or the Organization, or its principals?: ☐ YES ☐ NO
5.	Have you or the Organization ever had any outstanding criminal fines, restitution orders, or overpayments identified in the District or any state?: ☐ YES ☐ NO
6.	Are you, or is anyone in your organization, related by blood or marriage to any individual employed by the District government?: ☐ YES ☐ NO

SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE

1. List All Contracts With the District Government Within the Past Five (5) Years:

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

(Please Use and Attach a Separate Sheet for Additional Items.)

2. List All Contracts With Other Governments or Private Institutions Within the Past Five (5) Years:

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

(Please Use and Attach a Separate Sheet for Additional Items.)

3. **If You Are Applying As An INDIVIDUAL, Please List Your Employment Or Work History for past five (5) years:**

	Name of Employer	Address	Duties	Name of Supervisor	Dates of Employment	Telephone
A					to	
B					to	
C					to	
D					to	
E					to	
F					to	

(Please Use and Attach a Separate Sheet for Salary History and Additional Items.)

4. List At Least Five (5) References Familiar With Service Delivery:

	Name	Tittle/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						
E						

(Please Use and Attach a Separate Sheet for Additional Items.)

4. ARE YOU A UNIITED STATES CITIZEN?	5. ARE YOU A PERMANENT RESIDENT? *(Please Attach Documentation To Support))*	6. IF YOU ARE NOT A CITIZEN, CAN YOU PROVIDE AND SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? *(Please Attach Documentation To Support.)*
☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

SECTION V – EDUCATION, CREDENTIALS AND LICENSURE

1. Please List All Colleges (Undergraduate and Graduate) and Professional Institutions Attended:

	Chief Study Subject Area	*Name of College, University or Professional School*	*Address and Zip Code*	*Dates Attended*	*Date And Type Degree Awarded*
A				To	
B				To	
C				To	
D				To	
E				To	

(Please Use and Attach a Separate Sheet for Additional Items.)

2. Please List All Professional Certifications and Licenses (Copies Must Be Attached):

	License/Certification	*Agency/Entity*	*State*	*Number*	*Effective Dates*	*Date Issued*
A					to	
B					to	
C					to	
D					to	
E					to	

(Please Use and Attach a Separate Sheet for Additional Items.)

3. Please List All Speciality, Certifications and Licenses (Copies Must Be Attached):

	Specialty License/Certification	*Agency /Entity*	*State*	*Number*	*Effective Dates*	Date Issued
A					to	
B					to	
C					to	
D					to	

(Please Use and Attach a Separate Sheet for Additional Items.)

4. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY LICENSE, CERTIFICATION OR CREDENTIAL REVOKED OR SUSPENDED? ☐ YES ☐ NO

(*If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

(Please Use and Attach a Separate Sheet for Additional Items.)

5. Please list any hospital affiliations or privileges below:

	Name of Individuals(s)	*Name of Hospital*	*Address*	*Type Privilege/Affiliation*	*Telephone*	*Fax No.*
A						
B						
C						
D						

(Please Use and Attach a Separate Sheet for Additional Items.)

6. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY HOSPITAL PRIVILEGES REVOKED, FOR ANY REASON? ☐ YES ☐ NO

(*If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

SECTION VI – SERVICE DATA AND INFORMATION

1. GENERAL SERVICE CATEGORIES: Pleas Check Each Of The General Service Categories For Which You Or The Organization Are Applying.

- ☐ Education (EDS)
- ☐ Special Education (SED)
- ☐ Health (HTH)
- ☐ Human Services (HUM)
- ☐ Mental Health (MEN)
- ☐ Psychology (PSY)
- ☐ Social Services (SOC)
- ☐ Youth/Juvenile Justice (JUV)
- ☐ _____

2. POPULATIONS: Pleas Check All That Apply For Populations.

- ☐ Children & Youth (CYG)
- ☐ Children & Youth-Detained (CYD)
- ☐ Children & Youth-Committed (CYC)
- ☐ Children & Youth-Supervision (CYS)
- ☐ Special Education (SED)
- ☐ Adults (ADT)
- ☐ Adult Forensic-Psychiatric (AFP)
- ☐ Adult Forensic-Correctional (FC)
- ☐ Physically Disabled (DIS)
- ☐ Mentally Retarded (MRD)
- ☐ Developmentally Disabled (DVD)
- ☐ Geriatric (GER)
- ☐ Pregnant Women (PGW)
- ☐ Hearing Impaired (HIM)
- ☐ Blind/Visually Impaired (BLD)
- ☐ Homeless (HLS)
- ☐ Multicultural (MLT)
- ☐ HIV/AIDS (HIV)
- ☐ Dually Diagnosed (DUD)
- ☐ _____

3. SETTING CODES: Please Check The Settings Where You Or The Organization Can Or Will Provide Service.
(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)

- ☐ Addiction Treatment Facility (ADF)
- ☐ Ambulatory Care/Surg Center (AMB)
- ☐ Child Development Center (CDC)
- ☐ Comm Day Program (CDP)
- ☐ Comm Health Center (CHC)
- ☐ Comm Residential Facility (CRF)
- ☐ Crisis Center (CRC)
- ☐ Foster Care Home (FCH)
- ☐ Detention Facility–Youth (DFY)
- ☐ Detention Facility –Adult (DFA)
- ☐ Dialysis Center (DIA)
- ☐ Group Home –Youth (YGH)
- ☐ Group Home-MR (MGH)
- ☐ Homeless Shelter (HOS)
- ☐ In the Field (FLD)
- ☐ Inpatient-Pychiatric (INP)
- ☐ Inpatient-Medical (INM)
- ☐ Intermed Care Center-MR (IMR)
- ☐ Laboratory (LAB)
- ☐ Nursing Care Facility (NCF)
- ☐ Outpatient Clinic (OTC)
- ☐ Private Home (PRH)
- ☐ Provider' s Office or Facility (POF)
- ☐ School (SCH)
- ☐ _____

4. SPECIFIC SERVICE CATEGORIES: Please Check the Specific Service Categories That Apply To You or The Organization in which you are qualified, including licenses, or certified, to provide services:

- ☐ Addiction Treatment Services (ADT)
- ☐ Allergy (ALG)
- ☐ Addiction Treatment Services (ADT)
- ☐ Assessment/Diagnosis (ASS)
- ☐ Audiology (AUD)
- ☐ Assessment Diagnosis (ASD)
- ☐ Birthing Services (BIR)
- ☐ Case Management-Family Services (CMF)
- ☐ Case Management-Medical (CMM)
- ☐ Case Management-Social (CMS)
- ☐ Child Care Services (DAY)
- ☐ Chore Services (CHR)
- ☐ Consulting (CON)
- ☐ Counseling Services (CSL)
- ☐ Crisis Intervention Services (CRI)
- ☐ Day Treatment Services (Habilitation) (DTR)
- ☐ Dental Services (DEN)
- ☐ Dialysis Services (DIA)
- ☐ Early Childhood Intervention (ECI)
- ☐ EPSDT Screening (EPS)
- ☐ Family Services (FAM)
- ☐ Homemaker Services (HOM)
- ☐ Dental Hygienist (DHY)
- ☐ Laboratory Screening Services (LAB)
- ☐ Mental Health (MEN)
- ☐ Midwiifery (MID)
- ☐ Music Therapy (MTH)
- ☐ Neurology (NEU)
- ☐ Nutrition and Dietary (NUT)
- ☐ Occupational Therapy (OTH)
- ☐ Optometry (OPT)
- ☐ Pediatric (PED)
- ☐ Personal Care Services (PCS)
- ☐ Physical Therapy (PTH)
- ☐ Podiatry (POD)
- ☐ Pre-Natal Services (PNA)
- ☐ Psychological Services (PSC)
- ☐ Pyschiatric (PSY)
- ☐ Recreation Therapy (RTH)
- ☐ Respiratory Care Services (RES)
- ☐ Respite Care (RSC)
- ☐ Supported Employment Services (SES)
- ☐ Social Worker Services (SWS)
- ☐ Speech Therapy (STH)
- ☐ Transportation Services (TRS)
- ☐ Visiting Nurse (home) (VIS)
- ☐ Vocational Rehabilitation (VOC)
- ☐ _____

5. LICENSURE AND CERTIFICATION CATEGORIES: Please Check All of the Licensure and Certification categories that Apply to You or the Organization in which you are qualified, And Are Licensed Or Certified To Provide Services:

- ☐ Acupuncture Therapist (ACC)
- ☐ Advanced Practice Registered Nurse (ARN)
- ☐ Architect (ARC)
- ☐ Audiologist (AUD)
- ☐ Certificate of Occupancy (COO)
- ☐ Child Development (CHD)
- ☐ Dental Hygienist (DHY)
- ☐ Dentist (DEN)
- ☐ Chiropractor (CHP)
- ☐ Foster Care Provider (FOS)
- ☐ Funeral Directors (FUN)
- ☐ Gynecology (GYN)
- ☐ Massage Therapy (MAS)
- ☐ Naturopathy (NAT)
- ☐ Nurse-Anesthetist (RNA)
- ☐ Nurse-Midwife (RNM)
- ☐ Nurse Practitioner (RNP)
- ☐ Nutritionist & Dietician (NUT)
- ☐ Obstetrician (OBS)
- ☐ Occupational Therapist (OTH)
- ☐ Optometrist (OPT)
- ☐ Opthomology (OPG)
- ☐ Pharmacist (PHM)
- ☐ Physical Therapist (PTH)
- ☐ Physician (DOC)
- ☐ Physician Assistant (PAS)
- ☐ Podiatrist (POD)
- ☐ Practical Nursing (LPN)
- ☐ Professional Counseling (PRO)
- ☐ Psychologist (PSC)
- ☐ Pyschiatrist (PSY)
- ☐ Registered Nurse (RNN)
- ☐ Respiratory Care (RES)
- ☐ Social Worker-Clinical (SWC)
- ☐ Social Worker (SWS)
- ☐ _____

6. LANGUAGE SKILLS: Please Check All that Apply for Your Or The Organization' s Language Skills:

- ☐ English (ENG)
- ☐ Spanish (SPN)
- ☐ International/Universal Sign (SGN)
- ☐ Italian (ITL)
- ☐ French (FRN)
- ☐ Haitian Creole (CRE)
- ☐ Vietnamese (VTN)
- ☐ Korean (KOR)
- ☐ Chinese–Cantonese (CCA)
- ☐ Chinese-Mandarin (CMA)
- ☐ Ethiopian (Amharic) (AMH)
- ☐ _____

SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE

1. Please list All of the Personnel In your Organization Who Are Critical To organization Performance. Please List Officers, Clinical Directors, Medical Directors, Service Supervisors, and Sub-Contractors Essential to the Performance of Services in this Qualifications Record and Attach Resumes Coded to this Section. Attach Any Copies of Licenses, Certifications, or Credentials Where Applicable.:

	Name	*Title/Position*	*Affiliation*	*Telephone*	*Fax*	*E-Mail*
A						

B						
C						
D						

.

SECTION VIII – REMARKS SECTION

1. *Please use this section to respond to or to continue to response to any previous question, or request for information. In addition, please feel free to use this section to provide additional information vital to determining your or the organizations qualifications to enter into a Human Care Service Agreement with the District of Columbia*

SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE

1. DRUG-FREE WORKPLACE CERTIFICATION: *Please provide Certification That You Or The Organization Does Or Will Operate In A Drug-Free Manner.*

I/We, _____ of _____

Hereby give, affirm and provide certification that I/We have received and have read the requirements on having and maintaining a Drug-Free Workplace in the District of Columbia, agree to be bound by those requirements and the remedies stated in the requirements, and further certify that I/We realize that making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Name (Please Print)	*Title*	*Signature*	*Date*

(May be signed on behalf of individual or organization.)

2. **STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLY AND SERVICES CONTRACTS:** ***Please provide Certification That You Or The Organization Agree To Be Bound By the Standard Contract Provisions of the District of Columbia.***

I/We, _____ of _____

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government and Supply Contracts (" Standard Contract Provisions"), dated November 2004, and agree to be bound by all of the provisions, including The requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy America Act (41 U.S.C.), and the Non-Discrimination provisions. Further, I/We agree and understand that the Standard Contract Provisions shall be Incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

Name (Please Print)	*Title*	*Signature*	*Date*

3. **INFORMATION CONSENT:** ***Please Provide Certification That You Or The Organization Provide Consent To The District To Obtain Additional Information As Needed.***

I/We, _____ of _____

Hereby give, provide and express my consent for representatives of the Office of Contracting and Procurement, Government of the District of Columbia, to

obtain any information from any professional organization, business entity, individual, government agency, or academic institution concerning the Professional license status or certification referenced in this document. This material shall be held, maintained and updated by the Office of Contracting and Procurement. I further understand that the Office of Contracting and Procurement will use this information solely for internal purposes pertaining to the evaluation of the qualifications of individuals and organizations to provide human care services, as appropriate, in the District of Columbia.

Name (Please Print)	Title	Signature	Date

SECTION XI – TAX CERTIFICATION AFFIDAVIT

1. TAX CERTIFICATION: *Please Provide Certification That You Or The Organization Is In Tax Compliance In the District of Columbia.*

Name of Individual/Organization: _____

Federal Tax Identification or Social Security No.: _____ DUNS No.: _____

Office of Tax and Revenue Registration No.: _____

Unemployment Insurance Account No.: _____

Names and Addresses of Principal Officers of Corporation: 1. _____

2. _____

3. _____

I / We, hereby certify That:

1. I / We 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:

		Current	*Not Current*	*Not Applicable*
District:	Sales and Use	☐	☐	☐
	Employer Withholding	☐	☐	☐
	Unemployment Insurance	☐	☐	☐
	Hotel Occupancy	☐	☐	☐
	Corporation Franchise	☐	☐	☐
	Unincorporated Franchise	☐	☐	☐
	Personal Property	☐	☐	☐
	Professional License	☐	☐	☐
	Arena/Public Safety Fee	☐	☐	☐
	Vendor Fee	☐	☐	☐
	Real Property	☐	☐	☐

3. If not current, as checked in paragraph 2, I am / We are in compliance with a payment agreement with the Office of Tax and Revenue, Office of the Chief Financial Officer. *(Please Attach A Copy of the Agreement.)* ☐ YES ☐ NO

4. If no outstanding liabilities exists and no agreement has been made, please attach a listing of all such liabilities. The Office of Tax and Revenue also requires:

   (A) Copies of Form FR 532 (Notice of Registration) or a copy of Form FR-500 (Combined Registration).
   (B) Copies of cancelled checks for the last tax period(s) filed for each tax liability, i.e., Sales and Use, Employer Withholding, etc.)

The Government of the District of Columbia is hereby authorized to verify the above information with appropriate government authorities. The penalty for making false statements is a fine of not more than $1,000.00, imprisonment for not more than one (1) year, or both, as prescribed in D.C. Code, section 22-2514. The 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, section 22-2513.

_____ _____
Signature *Title*

Subscribed and sworn before me on this _____ day of _____, _____.

Notary Public: _____

My Commission Expires on: _____

SEAL

SECTION XII – AFFIDAVIT AS TO ACCURATENESS AND TRUTHFULNESS

I, _____ of being duly sworn on oath, certify that

I am authorized to sign this document and that all of the information contained in this Human Care Agreement Contractor Qualifications Record is complete, true and accurate.

_____ _____

Signature *Title*

Subscribed and sworn before me on this _____ day of _____, _____.

Notary Public: _____

My Commission Expires on: _____

SEAL

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

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

STANDARD CONTRACT PROVISIONS

TABLE OF CONTENTS

1. Covenant Against Contingent Fees: *1*
2. Shipping Instructions – Consignment: *1*
3. Patents: *1*
4. Quality: *1*
5. Inspection Of Supplies: *1*
6. Inspection Of Services: *3*
7. Waiver: *4*
8. Default: *4*
9. Indemnification: *6*
10. Transfer: *6*
11. Taxes: *6*
12. Appointment of Attorney: *7*
13. District Employees Not To Benefit: *7*
14. Disputes: *7*
15. Changes: *10*
16 Termination For Convenience Of The District: *10*
17. Recovery Of Debts Owed The District: *14*
18. Retention and Examination Of Records: *14*
19. Non-Discrimination Clause: *14*
20. Definitions: *16*
21. Health And Safety Standards: *16*
22. Appropriation Of Funds: *16*
23. Buy American Act: *16*
24. Service Contract Act of 1965: *17*
25. Cost and Pricing Data: *23*
26. Multiyear Contract: *25*
27. Termination Of Contracts For Certain Crimes And Violations: *25*

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 understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will 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. 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 unpatented 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 the contract.

4. Quality:

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. 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 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 the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.

(c) 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.

(d) 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 will 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.

(e) 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 will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

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

(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 remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, 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 contract 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) 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.

(j) 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 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.

(k) The District will 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.

(l) 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, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) 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 will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. <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.

(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 will 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 no increase in contract amount. When the defects in services cannot be corrected by performance, the District may 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.

7. <u>Waiver:</u>

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. <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 of 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 subcontractor 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 will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will 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 District, 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 District.

(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.

9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. 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.

10. 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.

11. 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 Taxes.

(b) Tax exemption certificates are 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:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children's Center – Exemption No. 4648

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

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

12. 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 of 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 otherwise 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.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will 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 or any District employee authorized to execute contracts in which they or an employee of the District will 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. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

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

14. Disputes:

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

B. Claims by a Contractor against the District.

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

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

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

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

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

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

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

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

(c) For any claim of $50,000 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.

(d) 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.

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

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

(2) Refer to the pertinent contract terms;

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

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

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

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

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

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

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

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

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

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

C. Claims by the District against a Contractor

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

(b) (1) 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:

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

(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 its rights as provided herein.

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

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

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor 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.

15. 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 contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

(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 will 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 Contractor (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 one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year 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 subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) 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 settlement 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 District 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 will 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 advances 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.

(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 shall 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 statute, 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.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District 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.

18. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

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.

19. 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.)("Act" as used in this Section). 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 Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, 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, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, 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, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, 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 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 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 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 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 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 Contractor may request the District to enter into such litigation to protect the interest of the District.

20. <u>Definitions:</u>

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will 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 executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. <u>Health And Safety Standards:</u>

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

22. <u>Appropriation Of Funds:</u>

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.

23. <u>Buy American Act:</u>

(a) The Buy American Act (41 U.S.C. §10a) 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 reasonably available commercial quantities of a satisfactory quality;

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

(4) For which the District determines the cost to be unreasonable.

24. <u>Service Contract Act of 1965:</u>

(a) <u>Definitions.</u> "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.).*

(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 District 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) <u>Applicability.</u> 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 part 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) <u>Compensation</u>.

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.

(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e*., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(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 (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 or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(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:

(a) Name and address;

(b) 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;

(c) Daily and weekly hours worked; and

(d) 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)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.

(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District 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. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

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

(l) 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 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 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.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) 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 shall be 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.

25. <u>Cost and Pricing Data:</u>

(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 Contractor; 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) Vendor 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 Contractor (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 reproduction 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.

26. <u>Multiyear Contract:</u>

If this contract is a multiyear contract, then the following provision is 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. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District 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.

27. <u>Termination Of Contracts For Certain Crimes And Violations:</u>

(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.

Attachment #4

27 DCMR § 1905.6 - Providing the Criteria for a Determination of Responsibility of Potential Contractors

THE MAYOR OF THE DISTRICT OF COLUMBIA

NOTICE OF FINAL RULEMAKING

The Mayor of the District of Columbia, pursuant to authority granted by section 202(a) of the District of Columbia Procurement Practices Act of 1985, as amended, ("PPA"), effective February 21, 1986 (D.C. Law 6-85; D.C. Code §1-1182.2(a)), hereby gives notice of the adoption of the following final rules, amending Chapter 19 of Title 27 of the District of Columbia Municipal Regulations (Contracts and Procurements). The rules are intended to implement the Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155), effective September 16, 2000.

The rules were originally approved as emergency and proposed rules on October 11, 2000, and a second emergency rulemaking was approved on March 23, 2001. No substantive changes have been made to the text of the proposed rules, as published in the Notice of Emergency and Proposed Rulemaking in the *D.C. Register* on October 20, 2000, at 47 DCR 8590, and as published in the Notice of Emergency Rulemaking in the *D.C. Register* on April 6, 2001, at 48 DCR 3138.

The Council of the District of Columbia approved these rules on June 8, 2001, by Resolution No. 14-85, pursuant to section 205(a) of the Procurement Practices Act (D.C. Code §1-1182.5(a)).

CHAPTER 19

CONTRACTING FOR SERVICES

Subsection 1900.4 is amended to read as follows:

1900.4 A contract may be used to provide services including, but not limited to, the following:

(m) Human care services (in accordance with §§1905 to 1908); and

Sections 1905 through 1908 are amended to read as follows:

1905 HUMAN CARE SERVICES

1905.1 The Director shall, at least annually, determine in writing that the human care procurement method is appropriate for contracts for classes of human care services, for which the quantity, rate of utilization, delivery areas, or specific beneficiaries of the services cannot be accurately estimated at the outset of the procurement process.

1905.2 The contracting officer shall, at least annually, publicly announce all requirements for human care services in accordance with Chapter 13 of this title, and on the Internet site maintained by the Office of Contracting and Procurement.

1905.3 The contracting officer shall give public notice of general requirements for human care services, and issue a request for qualifications on a form prescribed by the Director, inviting interested service providers to respond in writing with a statement of their qualifications to perform the required services.

1905.4 The contracting officer shall use the procedures set forth in §§1905 through 1908 of this chapter to procure human care services rather than the solicitation or source selection procedures specified elsewhere in this title.

1905.5 Compliance with §§1905 through 1908 of this chapter shall constitute a competitive procedure for the procurement of human care services.

1905.6 The contracting officer shall certify the financial and professional responsibility of each potential contractor based on the following criteria:

(a) The type of business or organization and its history;

(b) The resumes and professional qualifications of the business or organization's staff, including relevant professional and/or business licenses, affiliations, and specialties;

(c) Information attesting to financial capability, including financial statements;

(d) Specialized experience and technical competence in the type of work required;

(e) Capacity to accomplish the work in the required time;

(f) A summary of similar contracts awarded to the service provider, and the service provider's performance of those contracts;

(g) A certification of compliance with all applicable tax and filing requirements;

(h) A statement attesting to compliance with wage, hour, workplace safety and other standards of labor law;

(i) A statement attesting to compliance with federal and District equal employment opportunity law;

(j) Information about pending lawsuits or investigations, and judgments, indictments, or convictions against the service provider or its proprietors, partners, directors, officers, or managers; and

(k) Acceptability under other appropriate characteristics of a prospective service provider.

1906 SELECTION OF HUMAN CARE SERVICES PROVIDERS

1906.1 Prior to conducting discussions with a service provider who has submitted a statement of qualifications in accordance with §1905.3, the contracting officer shall make a written determination that the service provider is qualified, based on the criteria in §1905.6.

1906.2 Following pre-qualification of service providers, the contracting officer may:

(a) Conduct discussions with all qualified service providers, and negotiate a price on a unit rate or fee for service basis using benchmarks and quantifiable measurements that are uniformly applied, including but not limited to each service provider's cost data attributable to provision of the services and consideration of each service provider's maximum customer capacity; and

(b) Award a human care agreement to one or more service providers to satisfy all or part of the District's anticipated requirements based on the contracting officer's determination that the contract is in the best interest of the District, considering the service provider's qualifications, its capability of providing the service, and a judgment that the price is reasonable.

1906.3 The contracting officer shall retain statements of qualifications for approved service providers, and consider those providers for award of human care agreements, for a period of three years, following pre-qualification of the providers.

1907 HUMAN CARE AGREEMENT

1907.1 The contracting officer shall include in each human care agreement the following information:

(a) A statement that the human care agreement is not a commitment to purchase any quantity of a particular service covered under the agreement; and

(b) A statement that the District is obligated only to the extent that authorized purchases are made pursuant to the human care agreement.

1907.2 The contracting officer shall issue a task order for required services under each human care agreement, and secure all appropriate approvals and funding prior to execution of the task order.

1907.3 As far as practicable, the contracting officer shall give qualified service providers fair and equal treatment with respect to the issuance of task orders.

1908 VOUCHERS

1908.1 Upon a written determination by the Director approving the use of vouchers for a human care contract, the contracting officer following award of the contract may issue vouchers to eligible customers to use for the purchase of human care services.

Sections 1909 through 1912 are repealed.

Section 1999 is amended to read as follows:

1999 DEFINITIONS

1999.1 When used in this chapter, the following words and terms shall have the meanings ascribed:

Appraisal services – services performed by an expert licensed by a state, city, county, or other governmental unit which are associated with the purchase and lease of real property relating to the determination of the value of real property.

Award information – information regarding the name of the contractor and the amount of the contract award.

Consultant – a firm or individual with knowledge and special abilities not generally available to an agency who renders services of a purely advisory nature relating to governmental functions or agency administration and management.

Consulting services – services of a purely advisory nature relating to governmental functions, agency administration and management, or program management which are normally provided by persons that are considered to have knowledge and special abilities not generally available within the agency.

Customer – a recipient of human care services.

Expert – a person with excellent qualifications and a high degree of attainment in a professional, scientific, technical, or other field, whose knowledge and mastery of the principles, practices, problems, methods, and techniques of his or her field of activity, or of a specialized area in the field, are clearly superior to those usually possessed by ordinarily competent persons in that activity, and whose attainment is such that he or she usually is regarded as an authority or as a practitioner of unusual competence and skill by other persons in the profession, occupation, or activity. An expert may be a person who performs or supervises regular duties and operating functions.

Human care services – education or special education, health, human, or social services, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.

Task order – an order for services placed against an established human care agreement.

Pre-qualification – the process by which the contracting officer determines whether a prospective service provider under a human care agreement is responsible.

Voucher – a written authorization, to a service provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual identified in writing.

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward:_____

Nonprofit Organization with 50 Employees or Less: (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, as amended, 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 with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.

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

J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
YES NO
If yes, certification number:_____

X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES NO
If yes, name of prime contractor: _____

Dated this_____day of_____20_____

_____ _____
Signature Dept. 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 NUMBER or EMPLOYEE IDENTIFICATION NUMBER

05-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD:05-2104

****

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

Wage Determination No.: 2005-2103
Revision No.: 2
Date Of Revision: 11/07/2006

William W.Gross
Director
Division of Wage Determinations

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	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67

01052 - Data Entry Operator II
13.82
01060 - Dispatcher, Motor Vehicle
16.50
01070 - Document Preparation Clerk
12.75
01090 - Duplicating Machine Operator
12.75
01111 - General Clerk I
13.72
01112 - General Clerk II
15.32
01113 - General Clerk III
18.74
01120 - Housing Referral Assistant
20.84
01141 - Messenger Courier
10.23
01191 - Order Clerk I
14.74
01192 - Order Clerk II
16.29
01261 - Personnel Assistant (Employment) I
15.45
01262 - Personnel Assistant (Employment) II
17.49
01263 - Personnel Assistant (Employment) III
20.84
01270 - Production Control Clerk
20.78
01280 - Receptionist
12.29
01290 - Rental Clerk
15.45
01300 - Scheduler, Maintenance
15.45
01311 - Secretary I
16.11
01312 - Secretary II
17.61
01313 - Secretary III
20.84
01320 - Service Order Dispatcher
15.82
01410 - Supply Technician
21.45
01420 - Survey Worker
17.49
01531 - Travel Clerk I
11.69
01532 - Travel Clerk II
12.57
01533 - Travel Clerk III
13.50

01611 - Word Processor I
13.76
01612 - Word Processor II
15.45
01613 - Word Processor III
17.49
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
24.49
05010 - Automotive Electrician
19.43
05040 - Automotive Glass Installer
18.31
05070 - Automotive Worker
18.31
05110 - Mobile Equipment Servicer
15.74
05130 - Motor Equipment Metal Mechanic
20.48
05160 - Motor Equipment Metal Worker
18.31
05190 - Motor Vehicle Mechanic
20.48
05220 - Motor Vehicle Mechanic Helper
16.81
05250 - Motor Vehicle Upholstery Worker
17.88
05280 - Motor Vehicle Wrecker
18.31
05310 - Painter, Automotive
19.43
05340 - Radiator Repair Specialist
18.31
05370 - Tire Repairer
14.43
05400 - Transmission Repair Specialist
20.48
07000 - Food Preparation And Service Occupations
07010 - Baker
13.18
07041 - Cook I
11.88
07042 - Cook II
13.18
07070 - Dishwasher
9.76
07130 - Food Service Worker
10.25
07210 - Meat Cutter
16.07
07260 - Waiter/Waitress
8.59
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter

18.05
09040 - Furniture Handler
12.55
09080 - Furniture Refinisher
18.05
09090 - Furniture Refinisher Helper
13.85
09110 - Furniture Repairer, Minor
16.01
09130 - Upholsterer
18.05
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
9.67
11060 - Elevator Operator
9.79
11090 - Gardener
15.70
11122 - Housekeeping Aide
10.89
11150 - Janitor
10.89
11210 - Laborer, Grounds Maintenance
11.81
11240 - Maid or Houseman
10.41
11260 - Pruner
10.89
11270 - Tractor Operator
14.19
11330 - Trail Maintenance Worker
11.81
11360 - Window Cleaner
11.31
12000 - Health Occupations
12010 - Ambulance Driver
16.06
12011 - Breath Alcohol Technician
16.06
12012 - Certified Occupational Therapist Assistant
19.99
12015 - Certified Physical Therapist Assistant
19.99
12020 - Dental Assistant
16.90
12025 - Dental Hygienist
40.68
12030 - EKG Technician
24.34
12035 - Electroneurodiagnostic Technologist
24.34
12040 - Emergency Medical Technician
16.06
12071 - Licensed Practical Nurse I

17.15
12072 - Licensed Practical Nurse II
19.18
12073 - Licensed Practical Nurse III
21.38
12100 - Medical Assistant
14.23
12130 - Medical Laboratory Technician
16.96
12160 - Medical Record Clerk
14.96
12190 - Medical Record Technician
16.47
12195 - Medical Transcriptionist
14.96
12210 - Nuclear Medicine Technologist
28.69
12221 - Nursing Assistant I
9.37
12222 - Nursing Assistant II
10.53
12223 - Nursing Assistant III
12.18
12224 - Nursing Assistant IV
13.68
12235 - Optical Dispenser
15.15
12236 - Optical Technician
13.10
12250 - Pharmacy Technician
14.32
12280 - Phlebotomist
13.68
12305 - Radiologic Technologist
27.61
12311 - Registered Nurse I
24.92
12312 - Registered Nurse II
31.22
12313 - Registered Nurse II, Specialist
31.22
12314 - Registered Nurse III
37.77
12315 - Registered Nurse III, Anesthetist
37.77
12316 - Registered Nurse IV
45.28
12317 - Scheduler (Drug and Alcohol Testing)
17.57
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
17.98
13012 - Exhibits Specialist II
23.33

13013 - Exhibits Specialist III
28.07
13041 - Illustrator I
18.73
13042 - Illustrator II
23.42
13043 - Illustrator III
28.82
13047 - Librarian
24.54
13050 - Library Aide/Clerk
11.38
13054 - Library Information Technology Systems Administrator
22.15
13058 - Library Technician
17.88
13061 - Media Specialist I
15.99
13062 - Media Specialist II
17.88
13063 - Media Specialist III
19.94
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
13110 - Video Teleconference Technician
15.99
14000 - Information Technology Occupations
14041 - Computer Operator I
15.45
14042 - Computer Operator II
17.49
14043 - Computer Operator III
19.50
14044 - Computer Operator IV
21.67
14045 - Computer Operator V
24.00
14071 - Computer Programmer I (1)
21.60
14072 - Computer Programmer II (1)
25.66
14073 - Computer Programmer III (1)
27.62
14074 - Computer Programmer IV (1)
27.62
14101 - Computer Systems Analyst I (1)

27.62
14102 - Computer Systems Analyst II (1)
27.62
14103 - Computer Systems Analyst III (1)
27.62
14150 - Peripheral Equipment Operator
15.45
14160 - Personal Computer Support Technician
21.67
15000 - Instructional Occupations
15010 - Aircrew Training Devices Instructor (Non-Rated)
34.39
15020 - Aircrew Training Devices Instructor (Rated)
40.64
15030 - Air Crew Training Devices Instructor (Pilot)
46.05
15050 - Computer Based Training Specialist / Instructor
31.26
15060 - Educational Technologist
27.99
15070 - Flight Instructor (Pilot)
46.05
15080 - Graphic Artist
23.02
15090 - Technical Instructor
21.70
15095 - Technical Instructor/Course Developer
26.54
15110 - Test Proctor
17.31
15120 - Tutor
17.31
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
8.71
16030 - Counter Attendant
8.71
16040 - Dry Cleaner
11.10
16070 - Finisher, Flatwork, Machine
8.71
16090 - Presser, Hand
8.71
16110 - Presser, Machine, Drycleaning
8.71
16130 - Presser, Machine, Shirts
8.71
16160 - Presser, Machine, Wearing Apparel, Laundry
8.71
16190 - Sewing Machine Operator
11.90
16220 - Tailor
12.63
16250 - Washer, Machine

9.44
19000 - Machine Tool Operation And Repair Occupations
  19010 - Machine-Tool Operator (Tool Room)
18.95
  19040 - Tool And Die Maker
23.05
21000 - Materials Handling And Packing Occupations
  21020 - Forklift Operator
16.25
  21030 - Material Coordinator
20.54
  21040 - Material Expediter
20.54
  21050 - Material Handling Laborer
12.65
  21071 - Order Filler
13.21
  21080 - Production Line Worker (Food Processing)
16.25
  21110 - Shipping Packer
14.46
  21130 - Shipping/Receiving Clerk
14.46
  21140 - Store Worker I
9.96
  21150 - Stock Clerk
14.35
  21210 - Tools And Parts Attendant
16.99
  21410 - Warehouse Specialist
16.25
23000 - Mechanics And Maintenance And Repair Occupations
  23010 - Aerospace Structural Welder
23.35
  23021 - Aircraft Mechanic I
22.24
  23022 - Aircraft Mechanic II
23.35
  23023 - Aircraft Mechanic III
24.52
  23040 - Aircraft Mechanic Helper
15.10
  23050 - Aircraft, Painter
21.29
  23060 - Aircraft Servicer
17.82
  23080 - Aircraft Worker
18.09
  23110 - Appliance Mechanic
20.60
  23120 - Bicycle Repairer
14.43
  23125 - Cable Splicer
24.77

23130 - Carpenter, Maintenance
20.36
23140 - Carpet Layer
18.70
23160 - Electrician, Maintenance
24.85
23181 - Electronics Technician Maintenance I
21.36
23182 - Electronics Technician Maintenance II
22.80
23183 - Electronics Technician Maintenance III
24.02
23260 - Fabric Worker
17.90
23290 - Fire Alarm System Mechanic
21.46
23310 - Fire Extinguisher Repairer
16.50
23311 - Fuel Distribution System Mechanic
22.81
23312 - Fuel Distribution System Operator
19.38
23370 - General Maintenance Worker
19.01
23380 - Ground Support Equipment Mechanic
22.24
23381 - Ground Support Equipment Servicer
17.82
23382 - Ground Support Equipment Worker
18.09
23391 - Gunsmith I
16.50
23392 - Gunsmith II
19.18
23393 - Gunsmith III
21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic
20.99
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)
22.12
23430 - Heavy Equipment Mechanic
21.46
23440 - Heavy Equipment Operator
21.46
23460 - Instrument Mechanic
21.46
23465 - Laboratory/Shelter Mechanic
20.36
23470 - Laborer
14.27
23510 - Locksmith
19.17
23530 - Machinery Maintenance Mechanic

21.46
23550 - Machinist, Maintenance
21.52
23580 - Maintenance Trades Helper
15.10
23591 - Metrology Technician I
21.46
23592 - Metrology Technician II
22.61
23593 - Metrology Technician III
23.72
23640 - Millwright
23.30
23710 - Office Appliance Repairer
20.36
23760 - Painter, Maintenance
20.36
23790 - Pipefitter, Maintenance
22.76
23810 - Plumber, Maintenance
20.99
23820 - Pneudraulic Systems Mechanic
21.46
23850 - Rigger
21.46
23870 - Scale Mechanic
19.18
23890 - Sheet-Metal Worker, Maintenance
21.46
23910 - Small Engine Mechanic
20.05
23931 - Telecommunications Mechanic I
24.43
23932 - Telecommunications Mechanic II
25.75
23950 - Telephone Lineman
22.21
23960 - Welder, Combination, Maintenance
21.46
23965 - Well Driller
21.46
23970 - Woodcraft Worker
21.46
23980 - Woodworker
16.50
24000 - Personal Needs Occupations
24570 - Child Care Attendant
11.58
24580 - Child Care Center Clerk
16.15
24610 - Chore Aide
9.58
24620 - Family Readiness And Support Services Coordinator
12.95

24630 - Homemaker
16.75
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
24.06
25040 - Sewage Plant Operator
20.08
25070 - Stationary Engineer
24.06
25190 - Ventilation Equipment Tender
16.76
25210 - Water Treatment Plant Operator
20.08
27000 - Protective Service Occupations
27004 - Alarm Monitor
17.19
27007 - Baggage Inspector
11.51
27008 - Corrections Officer
18.75
27010 - Court Security Officer
21.42
27030 - Detection Dog Handler
16.67
27040 - Detention Officer
18.75
27070 - Firefighter
21.58
27101 - Guard I
11.51
27102 - Guard II
16.67
27131 - Police Officer I
23.94
27132 - Police Officer II
26.60
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
12.35
28042 - Carnival Equipment Repairer
13.30
28043 - Carnival Equpment Worker
8.40
28210 - Gate Attendant/Gate Tender
12.68
28310 - Lifeguard
11.29
28350 - Park Attendant (Aide)
14.18
28510 - Recreation Aide/Health Facility Attendant
10.35
28515 - Recreation Specialist
17.57
28630 - Sports Official

11.29
28690 - Swimming Pool Operator
15.32
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
20.55
29020 - Hatch Tender
20.55
29030 - Line Handler
20.55
29041 - Stevedore I
19.18
29042 - Stevedore II
21.64
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (2)
33.82
30011 - Air Traffic Control Specialist, Station (HFO) (2)
23.32
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)
25.68
30021 - Archeological Technician I
16.92
30022 - Archeological Technician II
18.85
30023 - Archeological Technician III
23.53
30030 - Cartographic Technician
24.62
30040 - Civil Engineering Technician
22.19
30061 - Drafter/CAD Operator I
17.77
30062 - Drafter/CAD Operator II
19.87
30063 - Drafter/CAD Operator III
22.15
30064 - Drafter/CAD Operator IV
25.66
30081 - Engineering Technician I
18.80
30082 - Engineering Technician II
21.11
30083 - Engineering Technician III
23.61
30084 - Engineering Technician IV
29.26
30085 - Engineering Technician V
35.26
30086 - Engineering Technician VI
43.30
30090 - Environmental Technician
21.22
30210 - Laboratory Technician

20.42
30240 - Mathematical Technician
24.62
30361 - Paralegal/Legal Assistant I
20.03
30362 - Paralegal/Legal Assistant II
24.82
30363 - Paralegal/Legal Assistant III
30.35
30364 - Paralegal/Legal Assistant IV
36.73
30390 - Photo-Optics Technician
24.62
30461 - Technical Writer I
20.25
30462 - Technical Writer II
24.77
30463 - Technical Writer III
29.97
30491 - Unexploded Ordnance (UXO) Technician I
21.49
30492 - Unexploded Ordnance (UXO) Technician II
26.00
30493 - Unexploded Ordnance (UXO) Technician III
31.17
30494 - Unexploded (UXO) Safety Escort
21.49
30495 - Unexploded (UXO) Sweep Personnel
21.49
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)
20.13
30621 - Weather Observer, Senior (3)
21.80
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
10.90
31030 - Bus Driver
15.95
31043 - Driver Courier
12.71
31260 - Parking and Lot Attendant
8.67
31290 - Shuttle Bus Driver
13.89
31310 - Taxi Driver
13.98
31361 - Truckdriver, Light
13.89
31362 - Truckdriver, Medium
17.09
31363 - Truckdriver, Heavy
18.40
31364 - Truckdriver, Tractor-Trailer
18.40

99000 - Miscellaneous Occupations
  99030 - Cashier
10.03
  99050 - Desk Clerk
9.78
  99095 - Embalmer
21.77
  99251 - Laboratory Animal Caretaker I
10.47
  99252 - Laboratory Animal Caretaker II
10.85
  99310 - Mortician
27.25
  99410 - Pest Controller
13.74
  99510 - Photofinishing Worker
11.29
  99710 - Recycling Laborer
14.50
  99711 - Recycling Specialist
17.02
  99730 - Refuse Collector
12.86
  99810 - Sales Clerk
11.13
  99820 - School Crossing Guard
11.37
  99830 - Survey Party Chief
19.16
  99831 - Surveying Aide
11.91
  99832 - Surveying Technician
18.21
  99840 - Vending Machine Attendant
11.46
  99841 - Vending Machine Repairer
14.88
  99842 - Vending Machine Repairer Helper
11.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.01 per hour or $120.40 per week or $521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or
successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service
includes the whole span of continuous service with the present

contractor or
successor, wherever employed, and with the predecessor contractors in the
performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE 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.

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

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

Conformance Process:

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

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

The process for preparing a conformance request is as follows:

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

2) After contract award, the contractor prepares a written report listing in order
proposed classification title), a Federal grade equivalency (FGE) for each
proposed classification), job description), and rationale for proposed wage
rate), 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.

LOCAL BUSINESS OPPORTUNITY COMMISSION
CERTIFICATION PACKAGE

DEPARTMENT OF HUMAN RIGHTS
AND
LOCAL BUSINESS DEVELOPMENT

Local, Small and Disadvantaged Business Enterprise Program

Government
of the
District of Columbia

Anthony A. Williams
Mayor

Jacquelyn A. Flowers
Director

441 – 4th Street, NW, Suite 970N
Washington, DC 20001
(202) 727-3900 Tel
(202) 724-3786 Fax

A MESSAGE FROM THE DIRECTOR

Dear Entrepreneur:

We are delighted that your company has expressed an interest in the District of Columbia's Equal Opportunity for Local, Small and Disadvantaged Business Enterprise Certification Program. The Department of Human Rights and Local Business Development is pleased to provide you with this certification application and instructional guide. We have incorporated in our revised package many of the recommendations made by the small business community.

A major change to our certification process is a condensed application and a "supporting documentation checklist" for each business (i.e. corporations, partnerships, sole proprietorships, etc.). This change will enable you to more easily determine which exhibits apply to your specific business type. If your principal place of business is outside the District of Columbia, but is located within the Washington Standard Metropolitan Statistical Area, please complete and submit the enclosed waiver form with your application.

This administration is optimistic that the revised certification application and information package will further encourage potential applicants to seek certification by the Local Business Opportunity Commission. Thank you in advance for your participation. We look forward to working with you.

Sincerely,

Jacquelyn A. Flowers
Director

District of Columbia
Department of Human Rights
and
Local Business Development

CONTENTS

I. Introduction

II. Area of Certification or Eligibility Criteria

III. LSDBE Fact Sheet

IV. Certification
- Step 1 User's Guide
- Step 2 Questions & Answers
- Step 3 Checklist
- Step 4 Waiver Application
- Step 5 LSDBE Certification Application

V. Financial Management Overview

VI. District of Columbia Register
- Compliance with Equal Opportunity Obligation in Contracts

District of Columbia
Department of Human Rights
and
Local Business Development

I. Introduction

LSDBE Application (Primary Application; must be completed by all applicants).

Waiver Application (Must be completed by all applicants with Principal Offices located outside the District of Columbia. Not eligible for Local Business Enterprise –LBE- Certification).

Please follow the 5 step user's guide as attached.

District of Columbia
Department of Human Rights
and
Local Business Development

II. Area of Certification or Eligibility Criteria:

Small Business Enterprise……(SBE – 50% Set Aside)

Local Business Enterprise……(LBE – 5% Preference)

Disadvantaged Business Enterprise…….……(DBE – 5% Preference)

Development Zone Enterprise…….(DZE – 2% Preference)

FACT SHEET
LOCAL, SMALL & DISADVANTAGED
BUSINESS CERTIFICATION PROGRAM

The LSDBE Program is a program established pursuant to legislation approved by the District of Columbia City Council and the Mayor on December 24, 1998. After review by the DC Financial Control Board and Congress, the permanent legislation became effective as DC LAW 12-268, the "Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Act of 1998". The LSDBE Program establishes a 50% goal for District government contracts with local small business enterprises and provides a bid preference mechanism for local and disadvantaged business enterprises in all available areas of District government contracting. Under this program, applicants are eligible for certification in the following classifications:

Local Business Enterprises (LBE)

LBE is a business enterprise whose principal office is located physically in the District of Columbia, licensed by the District and subject to District of Columbia taxes.

Disadvantaged Business Enterprise (DBE)

A DBE is a LBE, or a business enterprise that has satisfied the requirements (waiver) established in Section 6(13) of the Act, which is operated, owned and controlled by an **economically disadvantaged** individual. For purpose of this program, an economically disadvantaged person is a socially disadvantaged person whose ability to compete in the free enterprise system has been impaired due to diminished capital and redia line of business and competitive market area who are not socially disadvantaged. **Socially disadvantaged** individuals are those who can clearly demonstrate that they have reason to believe they have been subjected to prejudice or bias because of their identity as members of a group without regard to their qualities. To qualify, you must submit a letter that demonstrates historic, economic and social discrimination, your letter must be signed and notarized in Washington, DC, along with your letter, you must submit your personal income tax return and your personal financial statement.

*****

Benefits:
LBEs and DBEs will be eligible to receive five (5) preference points on proposals and 5% reduction on all bids.

Small Business Enterprise (SBE)

A SBE is a local business or a business enterprise that has satisfied the requirements established in Section 6(13) of the Act, which has average annualized gross receipts (for three years preceding certification) and does not exceed the following limits:

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

*****

Benefits:
SBEs are eligible to participate in a 50% Set-Aside (contracting & subcontracting) program.

Joint Ventures

A Joint Venture is an association of two or more businesses (including one *LBOC certified firm with at least 51% ownership, management and control), temporarily formed to carry out a single business activity or project for profit in which they combine their property, capital, efforts, skills and knowledge. The association is limited in scope and duration. Venture partners individually must remain within the above size standards in order to qualify for approval.

Enterprise Zone

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

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

1. The Alabama Avenue economic development zone which is bordered on the north by the east side of Fort Staton park, SE and Suitland Parkway, SE and the northern Property line of St. Elizabeth Hospital and Alabama Avenue, SE on the south by Southern Avenue, SE, on the northeast along Fort Baker to 28th Street, SE, south on 28th Street, to Denver Street, SE, south on Denver Street, SE, to Naylor Road, SE, and southeast on Naylor Road, SE to Southern Avenue, SE, and on the west by South Capital Street, SE, as designated in Mayor's Order 86-193, dated October 27, 1986 (33 DCMR 7798);

2. The DC Village economic development zone, which is bordered by I-95 on the west and south, Martin Luther King, Jr. Avenue, SW, on the east, and Laboratory Road, SW, on the north, as designated in Mayor's order 86-193, dated October 27, 1986 (33 DCMR 7798);

3. The Anacostia economic development zone, from the west span of the 11th Street Bride, south to Martin Luther King, Jr. Avenue, SE and S Street, SE, east on S, Street, SE, to Naylor Road, SE, south to Altamont Place, SE, south to Good Hope Road, SE, south along the west boundary of Fort Stanton Park to Suitland Parkway, SE, crossing Suitland Parkway, SE, at Robinson Place, SE, northwest along the north property-line of Saint Elizabeth's Hospital that includes approximately 40 acres adjacent Barry Farms on the north property-line, including the are in and around the Point, and adjacent to the I-295 Expressway right of way on the south property line, to the west property-line of Saint Elizabeth's Hospital, south to the southern property-line of Saint Elizabeth's Hospital, east to Milwaukee Place, SE, southeast to Martin Luther

King, Jr. Avenue, SE, south to Portland Street, SE, west to South Capitol Street, SE, north to Anacostia Drive, SE, east to the west span of the 11th Street Bridge.

Waiver Provisions

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

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

LSDBE

Certification Expiration

1. **Expiration:**

   All certifications expire two (2) years from the date of issuance.

   How to read your certification:

   Sample 98-01-1234 means

   Year 1998, Month 01, Certification No. 1234

2. **Recertification:**

   Applications should be submitted not less than ninety (90) days before the date of expiration.

   Anticipate recertification:

   Sample Expiration January 1999 means

   Submitted for renewal review in October 1998.

3. **Changes:**

   Any change in your certification status must be notified to the Local Business Opportunity Commission (LBOC) pursuant to the Equal Opportunity for Small, Local and Disadvantaged Business Enterprise, immediately. Section 821.1 of the DC Municipal Regulations on LSDBE Contracting.

   Notify LBOC of:

   Change of address and telephone numbers

   Change of ownership and/or control

   Other pertinent changes that affect the make-up of the company as presented in your LSDBE certification application

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

4. **Bidding:**

   A copy of the LSDBE certification letter must be attached to the front of bid or proposal for the Small Business Enterprise (SBE) set-aside. Section 804.8 of the DC Municipal Regulations on LSDBE Contracting.

   Note: Bids or proposals may be challenged.

Revised: 16June99
web/fact sheet

USER'S GUIDE

District of Columbia
Local, Small and Disadvantaged
Business Enterprises Certification Program

Save time and energy…
Avoid costly errors and…
Improve your processing time…
By following these simple steps:

- Step 1 Print and Review All LSDBE Certification Program forms
- Step 2 Review Questions and Answers Most Frequently Addressed
- Step 3 Review Required Supporting Documents Checklist & Fact Sheet
- Step 4 Review Waiver Application (determine if applicable to you)
- Step 5 Complete LSDBE Certification Application and Attach Required Documents
- Step 6 Submit your LSDBE Certification Application to:

Department of Human Rights &
Local Business Development
Attention: LSDBE Certification Program
441-4th Street, NW, Suite 970N
Washington, DC 20001

Questions? Please call (202) 727-3900 and ask for Department of Local Business Development certification assistance.

Revised: 25May99
web/user guide

FREQUENTLY ASKED QUESTIONS

Q: What is the purpose of the LSDBE program?
The District of Columbia is focused on developing contracting and procurement "preference" and "set-aside" opportunities for District-based businesses. The District discretionary spending can be directed to District businesses that support and contribute directly to job creation and the tax base. These efforts in turn assist the District in developing a much stronger local economy.

Q: Exactly what benefits do I get as an LSDBE?
LSDBE Certification allows businesses to participate in the District's "Sheltered Markets" contracting program. Preference and set-aside vary from 35%-50% LSDBE participation. You may obtain preferences in the form of 2-12 points (maximum) on your response to Request for Proposals (RFPs) and/or 2-12% reduction (maximum) on your response to bids.

Q: Will all applicants be accepted into the LSDBE program?
No. Only bona-fide District businesses meeting the certification requirements will be accepted into the LSDBE program.

Q: If my company is not accepted into the LSDBE program, will I still be able to bid on District contracts and procurement opportunities?
Yes. All companies are welcomed to compete in the free enterprise system. Non-LSDBE companies may market themselves to the Office of Contracting and Procurement for bid and contracting solicitations. It should be noted, however, LSDBE program goals are established to provide increased opportunities to LSDBE certified firms through preference programs. If you company obtains an award from the District, it may be required to obtain 35-50% LSDBE participation for all sub contracting needs.

Q: I have already applied with other governmental agencies, can the LSDBE certification program accept my existing certifications? Why/Why not?
No. The District of Columbia LSDBE Certification Program is a legal regulation enforced through D.C. Law 12-268 entitled "Equal Opportunity for Local, Small and Disadvantaged Business, Act of 1998." The program is designed for District based businesses only. Other certification programs are not designed to meet legal compliance of the District. However, some <u>supportive</u> documentation can be copied and submitted to the District LSDBE certification program (i.e. business plan, financial statements, copy of business license, etc.).

Q: Who decides if my application is approved?
LSDBE Certification approvals are issued by the Local Business Opportunity Commission (LBOC). The Commission is appointed by the Mayor and serve as volunteers as specified in the District of Columbia Law 12-268. LBOC is composed of business leaders and one District government representative.

Q: If the LBOC decides on my approval, why do I need to submit my application with the Department of Human Rights and Local Business Development (DHR & LBD)?
DHR & LBD serves as the administrative support for the LBOC. It reviews, audits, and submits report summaries to LBOC for final review and approval.

Q: How soon will you begin <u>processing</u> my application?
The average time to process an application is approximately 10 working days. Once your application is received, it is placed with our "Intake" personnel for processing, where your application package is entered into the LSDBE application database and a receipt of delivery is given to you. Your application package is then assigned to a certification specialist for analysis. The specialist may contact you regarding the status of your application and for additional information. Once all required documents are received, the package

is submitted to the independent Local Business Opportunity Commission (LBOC) for certification approval/denial.

Q: How long does the overall certification approval take?
Because the certification program is in fact a two-fold system, certification approval requires a minimum of 30 to 90 days. This period reflects the time to process your application and the time to schedule/present your final summary and report at the next Local Business Opportunity Commission meeting.

LSDBE candidates may reduce the processing time by submitting complete and comprehensive application packages.

Q: If my application is not complete, will my processing time increase?
Yes. If your LSDBE package is not complete, you will be notfied in writing by a certification specialist indicating deficiencies. You will be asked for additional information pertaining to your application. If you do not respond in a timely manner to the request for additional information, your application may be deactivated and a new submission will be required.

Q: How can I ensure there are no additional delays in processing my application?
Take the time to prepare and submit a comprehensive application, complete with supporting documentation. Use the checklist provided to assist in developing a comprehensive package. Always ensure that all documents are included at the time of submission.

Q: Is my business subject to on-site inspections?
Yes. All LSDBE certification applications are subject to on-site inspections.

Q: What is the purpose for on-site inspections?
On-site inspections provide certification specialists an opportunity to confirm the applicants' business type (by NIGP codes), actual business site(s), principal office location, management control and capacity for doing business in the District.

Q: I am trying to get a contract now, can my LSDBE certification be postdated or retro-acted to my bid submission date?
No. All LSDBE certification packages are reviewed once per month by LBOC and effectively dated based on that meeting and determination.

Q: Where do I get an application?
Applications are currently available for pick-up at 441 4th Street, NW, Suite 970, Washington, DC 20001, or you may request to have it faxed to you by calling (202)727-3900. You can also print an application from our web site at www.ci.washington.dc.us/dhr_lbd.

Q: Can I speak to a representative before I submit my application?
Yes, the Department welcomes your inquiries. However, you may prefer to participate in an orientation meeting, please call (202)727-3900 for more information.

Q: Once certified, how will I get notice of contracting and procurement opportunities?
All LSDBE certified firms are placed into the DC Office of Contracting and Procurement (OCP) vendor file database and the LBOC LSDBE directory. Your company is matched to procurement and contracting opportunities based on NIGP codes. If a match is confirmed, you will be notified by OCP.

Q: Aside from NIGP matching, how else can I increase my opportunities with the District?

You must market your company to the DC Office of Contracting and Procurement (OCP), understand what new projects and/or bidding opportunities are to arise and submit responses as required. We encourage you to visit the District of Columbia. OCP supply schedule web site at www.ocp.dcgov.org.

Q: Who issues contracts for the District government?
Buyers for the District are centrally located in the Office of Contracts and Procurement located at 441 4th Street, NW, Suite 800 South, Washington, DC 20001, (202)727-0252. The District government has contracting offices that purchase for the agencies.

Q: I already search for federal contracts and procurement opportunities through the Commerce Business Daily, aren't the Districts' bidding opportunities listed there?
No. The District of Columbia is an independent government.

Q: I have just started a business, can I participate in the LSDBE program?
Yes. However, the LSDBE Certification Program requires detailed investigation of capacity to perform and proof of direct experience to compete. As a start-up, your application must include detailed information about: experience, management capability, staff, capital injection, equipment to perform, licenses, leases, financial operations, business plan, etc.

Q: What types of business structures does the LSDBE Program certify?
The LSDBE program certifies c-corporations, s-corporations, limited liability corporations, partnerships, sole-proprietorships, and joint ventures

Q: I'm thinking of joint venturing with another firm, do we both need LSDBE certification?
No. Although it is highly encouraged to have all firms LSDBE certified, a joint venture may have only one company certified IF the primary business owns (control) and operates over 51% of the business interest. Please call for further information. All joint ventures are subject to review and final approval by the LBOC.

Please Note:

This Questions and Answer packet is designed to assist the applicant by listing some of the most commonly addressed issues. This packet is not intended to, by accident or otherwise, supersede any viable and/or current legislation authorized by the District of Columbia City Council. All applicants are advised to attend the Department of Human Rights and Local Business Development Orientation Session for LSDBE program participation requirements and further application information.

REQUIRED SUPPORTING DOCUMENTS CHECKLIST - CORPORATION & LLC

For who: Companies registered as C-Corporations, S-Corporations and LLCs., with principle office(s) located **within** the District of Columbia

What to submit: **Existing corporations** please

1. Complete the enclosed application
2. Provide copies of the following supportive corporate documentation
   a) Articles of incorporation
   b) Executed stock certificates
   c) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted)
   d) Abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
   e) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
   f) Last two (2) years corporate District and Federal tax returns
   g) Resume of key personnel
3. Principle owner(s)' documentation of eligibility
   a) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card)
   b) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill)

New corporations (less than 1 year old) must provide

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

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

REQUIRED SUPPORTING DOCUMENTS CHECKLIST - SOLE PROPRIETORSHIP

For who: Companies registered as a sole-proprietorship with principal office(s) located **within** the District of Columbia

What to submit: **Sole-proprietorships** please

1. Complete the enclosed application
2. Provide copies of the following supportive sole-proprietorship documentation
   a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
   b) Brief description of business or an abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
   c) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
   d) Last two (2) years District and Federal tax returns
   e) Resume
   f) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card)
   g) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill, certificate of occupancy)

New sole-proprietorships (less than 1 year old) must provide

4. All documentation as listed above, and
5. Proof of capital injection (e.g. current bank statement)
6. Comprehensive business plan

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

REQUIRED SUPPORTING DOCUMENTS CHECKLIST - PARTNERSHIP

For who: Companies registered as a partnership with principal office(s) located **within** the District of Columbia

What to submit: **Partnerships** please

1. Complete the enclosed application
2. Provide copies of the following supportive sole-proprietorship documentation
   a) Executed office lease agreement (certificate of occupancy or home occupation permit may be substituted) or deed for principle business office
   b) Brief description of business or an abbreviated business plan (e.g. executive summary, operations plan, organizational structure, marketing outline, etc.)
   h) Financial statements less than 120 days old (balance statement, cash flow summary, financial projections)
   i) Last two (2) years District and Federal tax returns for each partner
   j) Resume for each partner
   k) Proof of citizenship (e.g. copy of passport, birth certificate, voter registration card) for each partner
   l) Proof of residency (e.g. copy of driver's license or pictured ID and copy of current utility bill, certificate of occupancy) for each partner
   m) Partnership agreement

New partnerships (less than 1 year old) must provide

7. All documentation as listed above, and
8. Proof of capital injection (e.g. current bank statement)
9. Comprehensive business plan

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

REQUIRED SUPPORTING DOCUMENTS CHECKLIST - DISADVANTAGED

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

What to submit: **Notarized statements**:

1. Identification of the group (ethnic basis) for which you are claiming disadvantaged status
2. Summary of specific instances where the following was denied and/or affected your ability to enter the free enterprise system
   - Access to capital
   - Access to credit
   - Access to bonding
3. Principal owner's personal financials

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

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

WAIVER APPLICATION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
LOCAL BUSINESS DEVELOPMENT OPPORTUNITY COMMISSION

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

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

Applicant's Name: _____

Business Name: _____

Principal Address: _____
(Street Address)

_____
(City), (State) (Zip)

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 rental agreement, or deed for the principal business office.

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

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

Documentation Required: Bank statements for the last six months; Balance Sheet less than 90 days old from each jurisdiction. Utilization of local bank with principal office in DC is encouraged.

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

of the District of Columbia.

Total number of employees:

_____

Number of DC residents: _____

3. Continued…

Documentation Required: Employee W2 Forms or W3 Transmittal Forms for all employees who are DC residents; appropriate company contract forms for employees hired by contract; DC Unemployment Compensation Forms and/or certified payrolls not more than ninety (90) days old.

4. The owners of more than fifty percent (50%) of the business enterprise are residents of the District of Columbia.

Number of Owners: _____ Number of Owners in DC: _____

Percentage(%) Ownership in DC: _____

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

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

Total Sales (FY ___): _____

Total DC Sales Revenues (FY ___): _____

Percentage (%) DC Sales Revenue (FY ___) _____

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

<u>*Washington Standard Metropolitan Statistical Area (WSMSA)</u>

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

Official Use Only:
Tracking # _____
Received By: _____

LOCAL, SMALL AND DISADVANTAGE BUSINESS ENTERPRISE
CERTIFICATION APPLICATION

1. Business Name_____

   Email _____Tel. (_____)_____ Fax (_____)_____

2. Business Mailing Address _____

   City _____ State _____ Zip _____ Ward #_____

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

4. List Business Structure (choose one):
   ___ Corporation ___ LLC ___ Partnership ___ 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.)

   %___ Construction %___ Manufacturer %___ Distribution %___ Wholesaler %___Retailer %___ Service Provider

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

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

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

   _____

   7a. National Institute of Government Policies (NIGP) Commodity Codes (see attached):

   _____

8. Briefly describe any specialties: _____

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

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

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

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

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

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

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

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

12. List Bonding Information:
Name of Bonding Company _____

Address _____ City _____ State ____ Zip _____

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

List bonding specialties (if any) _____ Bonding Limit $ _____

_____ $ _____

13. List Insurance Information:
Name of Insurance Company _____

Address _____ City _____ State ____ Zip _____

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

List insurance type: _____ Property/Liability Limit $ _____

14. List Business Banking Information:
Primary Business Bank_____ _____

Address _____ City _____ State ____ Zip _____

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

15. List other Local Businesses (DC based) do you do business with:
Business Name _____Contact Person :_____ Tel (____)_____

Business Name _____Contact Person :_____ Tel (____)_____

Business Name _____Contact Person :_____ Tel (____)_____

16. List charitable and other contributions to the DC Community (please be specific):
Name _____ Tel (_____)_____

Type of contribution _____

Name _____ Tel (_____)_____

Type of contribution _____

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

a. Check all that apply:	b. Current, Year-to-Date:	c. Last Fiscal Year 19_____:
___ Arena …….……	$_____	$_____
___ Corporate….……	$_____	$_____
___ Unemployment…...……	$_____	$_____
___ Personal Property…….	$_____	$_____
___ Workers Compensation....	$_____	$_____
___ Sales……..	$_____	$_____
___ Real Estate……	$_____	$_____
___ Fuel……...	$_____	$_____
___ Business……	$_____	$_____
___ Use……	$_____	$_____
___ Income ……..	$_____	$_____

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

___ Local ___ Small ___ Disadvantaged (additional notarized affidavit required)

a. List location of principal business site:

___ DC ___ WSMSA (please reference "Waiver Application")

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

___ DC Village Economic Development Zone
___ Anacostia Economic Development Zone
___ At large DC based business, Non-Economic Development Zone

c. List type and qualification for Small Business Enterprise:

Industry Type	Revenue Limit (last fiscal year)
___ Construction (street, highway, bridges, etc..)	$23 million or less
___ Building Construction (general construction, etc.)	$21 million or less
___ Specialty Trade Contractors	$13 million or less
___ Manufacturing Services	$10 million or less
___ General Services	$19 million or less
___ Transportation & Hauling Services	$13 million or less
___ Goods & Equipment	$8 million or less
___ Personal Services (hotels, beauty, laundry, etc.)	$5 million or less
___ Business Services (general)	$10 million or less
___ Health & Legal Services	$10 million or less
___ Health Facilities Management	$19 million or less
___ Financial Institutions	$300 million **in assets** or less

19. List Workforce Information:

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

20. List Professional and Current Licenses:

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

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

19_____/$_____ 19_____/$_____ 19_____/$_____

22. List Sources of Business Revenues

Source of Business Revenues Contracts/Sales	List Fiscal Year 19_____	Amount $	% of Total Revenues
DC Government Prime		$	%
DC Government Sub		$	%
Private Sector		$	%
Other		$	%
Total		$	100%
Description of "Other" sources			

23. Complete and notarize the attached Affidavit and submit to:

District of Columbia
Department of Human Rights and Local Business Development
441 4th Street, NW, Suite 970N
Washington, DC 20001
Tel: (202)727-3900

SWORN AFFIDAVIT

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

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

Further, the undersigned agrees that if he/she has not already done so, he/she will provide directly to the Local Business Opportunity Commission (LBOC) the LSDBE Application supporting documents as may be required. This includes complete Cooperation with the LBOC's certification process, and allows the examination of books, records and files of the names of the company at the business location or at any other place, including other companies with which the firm conducts its operations. The undersigned understand and agrees that failure to submit the required documentation could render a bid/proposal submitted under the rules of this statute null and void. The undersigned understands the District of Columbia Corporate Counsel may bring civil action in the Superior Court of the District of Columbia against a business enterprise and the directors, officers or principal thereof that is reasonably believed has 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, DC Law 4-164, §§404.29DCR 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 inform LSDBE Program immediately of the change.

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

Signature: _____ Title: _____

Name (please print): _____ Date: _____

On this the _____day of _____, 19_____. Before me personally (name of D.C. Notary) _____,

who is properly authorized by (name of firm) _____ to execute thus Affidavit and did so at his/her free act and deed.

Notary Signature: _____ My commission expires: _____

Form LBD6292 rev.5/17/99

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE

TAX CERTIFICATION AFFIDAVIT

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

Date: _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

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

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

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

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

_____ _____
Signature of Authorizing Agent Title

_____
Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____Month and Year

Notary Public: _____

My Commission Expires: _____

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
- 0130 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
- 1300 Oil and Gas Extraction
- 1490 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
- 2230 Weaving Mills and Textile Finish
- 2250 Knitting Mills
- 2290 Other Textile Mill Products

Apparel & Other Textile Products
- 2315 Men's and Boys' Clothing
- 2343 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
- 2623 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
- 5735 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
- 8013 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 attach 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

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990):

Definitions. As used in this provision:

1. **Controlled substance**: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

2. **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

3. **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

3. **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

4. **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

5. **Individual:** means a contractor that has no more than one employee including the Contractor.

A. By signing this contract, the Contractor certifies and agrees, that with respect to all employees of the Contractor to be employed under this contract, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

A.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

A.2 Establish an ongoing drug-free awareness program to inform such employees about the following:

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

A.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph A.1 of this provision;

A.4 Notify such employees in writing in the statement required by subparagraph A.1 of this provision that, as a condition of continued employment on the contract, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

A.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision A.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

A.6 Within 30 calendar days after receiving notice under subdivision A.4 (ii) of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

A.7 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs A.1 through A.6 of this provision.

B. By signing this contract, the Contractor, certifies and agrees that the Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract.

C. Failure of the Contractor to provide the certification required by paragraphs A or B of this provision, renders the Contractor unqualified and ineligible for award.

D. In addition to other remedies available to the Government, the certification in paragraphs A or B of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

CERTIFICATION

Authorized Signature (Print Name)	**Title**
Authorized Signature	**Date**

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

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

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

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

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

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

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

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

_____ _____

AUTHORIZED OFFICIAL AND TITLE DATE

_____ _____

AUTHORIZED SIGNATURE FIRM/ORGANIZATION
NAME

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	Multi-establishment Employer:
(1) Single-establishment Employer Report	(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

OFFICIAL USE ONLY

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

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)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employ reported in previous report											

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

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

1. How was information as to race or ethnic group in Section D obtained?
   a. Visual Survey
   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 SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

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

BID NO.. CCB NUMBER: _____ of _____ pages

* NOTE: The standared 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. _____%

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.