

**BOARD OF TRUSTEES
UNIVERSITY OF THE DISTRICT OF COLUMBIA
UDC RESOLUTION NO. 2024 - 10**

SUBJECT: APPROVAL OF PROPOSED CONTRACT NO. GF-2023-C-0028 TO CONSTRUCT THE STAR BIOMEDICAL RESEARCH LABS PROJECT IN BUILDING 32 LEVELS B & C AND BUILDING 43 LEVEL A ON THE VAN NESS CAMPUS BY AND BETWEEN CONSYS, INC. AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF THE DISTRICT OF COLUMBIA (“CONTRACT”)

WHEREAS, in accordance with the D.C. Official Code § 38-1202.01(a)(8), the Board of Trustees (“Board”) is charged with the responsibility of governing the University of the District of Columbia (“University”) and possesses all of the powers necessary or convenient to make contracts and procure and contract for goods and services; and

WHEREAS, pursuant to 8B DCMR §3000.4, specific approval of the President is required for contracts totaling two hundred fifty thousand dollars (\$250,000) or more; and

WHEREAS, pursuant to 8B DCMR § 205.4(e), specific authorization of the Board is required for any commitment greater than one million dollars (\$1,000,000) in a single fiscal year; and

WHEREAS, in accordance with the D.C. Official Code § 1-204.51(b)(1), approval of the Council of the District of Columbia (“Council”) is required for all contracts involving expenditure in excess of one million dollars (\$1,000,000) during a twelve (12)-month period; and

WHEREAS, Consys, Inc. and the University desire to enter into the proposed Contract for the STAR Biomedical Research Labs project in the total amount of five million four hundred fifty thousand seven hundred eighty-six dollars (\$5,450,786); and

WHEREAS, the President has approved the Contract; and

WHEREAS, the Board is satisfied that the Contract represents the proper culmination of the University’s procurement process and represents the best value to the University.

NOW THEREFORE BE IT RESOLVED, that, subject to the required approval of the Council, the Board of Trustees approves the Contract and each the President and the University’s Chief Contracting Officer are authorized to execute the Contract in substantially the form attached hereto as **Attachment A**.

**BOARD OF TRUSTEES
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BE IT FURTHER RESOLVED, that as soon as practicable, the President is hereby directed to transmit the Contract to the Council for its approval.

Submitted by the Operations Committee:

April 9, 2024

Approved by the Board of Trustees:

April 23, 2024

A handwritten signature in blue ink that reads "Christopher Bell". The signature is written in a cursive style and is positioned above a horizontal line.

Christopher D. Bell
Chairperson of the Board

Legal Package

GF-2023-R-0028, STAR Biomedical Research Labs

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GOVERNMENT OF THE DISTRICT OF COLUMBIA
University of the District of Columbia

CONSTRUCTION CONTRACT		CONTRACT NO. GF-2023-B-0028
		DATE OF CONTRACT
NAME AND ADDRESS OF CONTRACTOR Consys Inc. 732 Kennedy Street NW Washington, DC 20011	TYPE OF ORGANIZATION ("x") ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☒ CORPORATION STATE OF INCORPORATION Washington, DC	
CONTRACT FOR (work to be performed)		
Consys, Inc., hereinafter referred to as "the Contractor," and The Board of Trustees for the University of the District of Columbia, hereinafter referred to as the "University," mutually agree as follows: The University, in consideration of the bid price in the amount of five million four hundred fifty thousand seven hundred and eighty-six dollars and zero cents (\$5,450,786.00), enters this firm fixed price contract with Consys, Inc., to construct the STAR Biomedical Research Labs project. The University, represented by the Office of Contracting and Procurement, in executing this contract, and the Contractor, mutually agree to perform this contract in strict accordance with this contract document, including the Solicitation (IFB No. GF-2023-B-0028), and the Contractor's bid. These documents are incorporated herein by reference and made a part hereof. The following addition to the contract is hereby stipulated and agreed to by the parties hereto: A. <u>General Provisions</u> 1. <u>Time for Completion</u> Work shall commence on the date specified in a written Notice to Proceed to be issued by the Office of Contracting and Procurement and shall continue WITHOUT INTERRUPTION until completion and acceptance. The contract shall be completed within three hundred and five (305) calendar days after such notice. 2. <u>Liquidated Damages</u> Partial acceptance shall not preclude LIQUIDATED DAMAGES for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1. For each day after the phased completion date outlined in the period of performance, LIQUIDATED DAMAGES in the amount of \$1,510.00 will be levied against the General Contractor. This amount represents the cost associated with Project Management, Construction Management and Inspection. 3. <u>Living Wage Act</u> Effective January 1, 2024, until June 30, 2024, the living wage rate is \$17.05 per hour. Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50.		

4. Labor Wage Determinations

All reference to Wage Determination No. DC20230002 dated June 2, 2023, is superseded by General Decision Number: DC20240002 January 12, 2024 (attached).

B. Order Of Precedence And Documents Incorporated By Reference

The following documents are hereby incorporated into and made a part of this Contract. Any inconsistency in this contract shall be resolved by giving precedence in the following order:

- 1. Sections A and B of this contract;**
- 2. IFB No. GF-2023-B-0028 all attachments and amendments;**
- 3. Standard Contract Provisions (SCP) For Use With Specifications for the District of Columbia Government Construction Projects, March 2011;**
- 4. Contract attachments other than the Standard Contract Provisions;**
- 5. Contractor's Bid**

In witness whereof, the parties hereto have executed this Contract as of the date entered on the first page hereof.

AWARD (The Contractor is not required to sign this document). Your bid on this solicitation is hereby accepted.

By _____
Mary Ann Harris
Chief Contracting Officer
Office of Contracting and Procurement

Solicitation and Attachments

	1. Solicitation No. GF-2023-B-0028	2. Type ☒ Sealed Bid ☐ Sealed Proposal	3. Date Issued July 3, 2023	Page 1 of 42 Not counting attachments
4. Contract Number	5. Requisition/Purchase Request No.	6. ☐ Open Market with set aside for SBE subcontracting (see Section M.1.6) ☒ CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.2.5 and M.1.6		
7. Issued By: Eddie Whitaker, Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		8. Address Bid To: Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		
9. FOR INFORMATION CONTACT	A. Name Michiko Gadson	B Telephone 202-274-5191	C. E-Mail Address mgadson@udc.edu	
IMPORTANT – The “Bidder” Section of this form must be completed by the Bidder				
SOLICITATION				
NOTE: In sealed bid solicitations “bid” and Bidder” mean “bid” and bidder”				
10. Sealed bids shall be sent to the email address shown in item 9.C, not less than 2:00 p.m. local time on July 31, 2023.				
11. The University requires performance of work described in strict accordance with the following:				
DESCRIPTION		SECTION	PAGE	
Solicitation Bid/Award Form		A	1-2	
Schedule for Construction, Alterations, Repair, Price		B	3-4	
Scope/Specifications/Drawings		C	5-7	
Packaging and Markings		D	8	
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Contract Administration Data		G	11-15	
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Representations, Certifications and Other Statements of Bidders		K	33	
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12. The contractor shall begin performance on the date specified in the written ☐ Award ☒ NTP and complete all work not later than 90 days from start date specified in NTP. This period of performance is ☒ Mandatory ☐ Negotiable.				
13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 305 calendar days after receiving the UDC Notice of Intent to Award.				
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. A BID GUARANTEE ☒ is required ☐ is not required PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011).				
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT				

BID (MUST BE FULLY COMPLETED BY BIDDER PRIOR TO SUBMISSION TO UDC)										
15. Name, Company Name and Address of Bid or/Bidder (with zip code)				16. Telephone No. ()			18. Remittance Address (if different than item 15)			
				17. E-mail address						
19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bid is accepted by the University within ____ calendar days after the date bids/bids are due.										
20. The bid or/bidder agrees to furnish any required performance and payment bonds.										
21. ACKNOWLEDGEMENT OF AMENDMENTS The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11										
Amendment Number										
Date										
22. Name and Title of Person authorized to sign bid/bid (Type of Print)				22A. Signature				22B. Bid/Bid Date		
AWARD (To be completed by the University)										
23. Amount						24. Accounting and Appropriations data				
25. PAYMENT WILL BE MADE BY: University of the District of Columbia Office of the Controller/Agency CFO 4200 Connecticut Avenue, NW Washington, DC 20008						26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)				
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE										
27. [[NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ____ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.						28. [[AWARD (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor of Person Authorized to sign (Type or Print)						30. Name of CO (Type of Print)				
29A. Signature				29B. Date		30A. Signature			30B. Date	
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT										

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

- B.1** The University of the District of Columbia (UDC), is seeking a general contractor to provide all labor, materials, equipment and supervision for the Renovation of the approximately 11,645 square foot area of building 32 Level B & C and building 43 Level A, on the Van Ness Campus. The Van Ness Campus is located at 4200 Connecticut Avenue, N.W. Washington, D.C. 20008.
- B.2** The University contemplates the award of a fixed-price contract as authorized by the District of Columbia Procurement Practices Reform Act of 2010 (PPRA) Section 503 and the District of Columbia Municipal Regulations (DCMR) Title 8B Section 3021.
- B.3** **[PRICE SCHEDULE]**

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) as described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B3.001	STAR Biomedical Research Labs	
LUMP SUM BID PRICE		
Enter Lump Sum Price in words:		
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

B.4 **ESTIMATED PRICE RANGE**

\$6,000,000.00 - \$7,500,000.00

B.5 **DESIGNATION OF SOLICITATION FOR THE SBE SET-ASIDE WITH 35% SUBCONTRACTING TO DSLBD CERTIFIED SMALL BUSINESS REQUIREMENT**

This IFB is designated only for certified small business enterprises (SBE) with a requirement that 35% be subcontracted to small business that is/are certified by the D.C. Department of Small Local Business Development (DSLBD) unless the prime contractor is certified and will perform 100% of the work. Applicable preference points for certified small business enterprise (SBE) pursuant to the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended, shall be applied to price evaluation. Bidders must provide documentation with their bid submission that the certified small business identified in their proposed Subcontracting Plan has agreed to be a part of the contract as stated in the Plan. Bids responding to this IFB may be rejected if the bidder fails to submit a subcontracting plan required by law. **Bidders and their subcontractors may apply for DSLBD certification online by going to <https://dslbd.dc.gov> and selecting "Get Certified."** Questions about certification email should be directed to: cbe.info@dc.gov.

B.6 PRICE BREAKDOWN

B.6.1 The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, STAR Biomedical Research Labs, Section B.6.1 below shall govern.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$
Div. 02	Existing Conditions	\$
Div. 03	Concrete	\$
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastic	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Openings	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Systems	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$
Div. 23	Heating, Ventilating & Air Conditioning	\$
Div. 25	Integrated Automation	\$
Div. 26	Electrical	\$
Div. 27	Communications	\$
Div. 28	Electronic Safety & Security	\$
Div. 31	Earthworks	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Div. 34	Transportation	\$
Lump Sum Bid Price	Lump Sum Bid Price	\$

* Division means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum of all components and must equal the Lump Sum Bid Price.

SECTION C: SPECIFICATIONS/SCOPE OF WORK

C.1 SCOPE:

Perform all work as detailed in the attached "STAR Biomedical Research Labs" construction drawings and specifications. In addition, the awarded contractor must also comply with all special requirements.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Law	District of Columbia Procurement Practices Reform Act	2010
2	Regulation	District of Columbia Municipal Regulations Title 8B Chapter 30	
3	Contract Clauses	Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Construction Projects (Revised March 2011).	March 2011
4	Wage Determination	General Decision Number: DC20230002 Superseded General Decision Number: DC20220002	July 1, 2023
5	Living Wage Act	Living Wage Act Fact Sheet & Notice	Effective January 1, 2023 until July 1, 2023

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1** Bid – The term “bid” means a formal response on a document issued by the University bidding to perform a contract for work and labor supplying materials or goods at a specified price according to the terms and conditions herein.
- C.3.2** Bidder – The term “bidder” means person and/or company that has submitted a bid in response to this solicitation.
- C.3.3** Responsive Bid – A responsive bid is one that meets all the bidding requirements of the solicitation.
- C.3.4** Responsible Bidder – A responsible bidder is one that meets all the qualification requirements (Standards of Responsibility) in the solicitation.

C.4 BACKGROUND/CHECKS

The Bidder warrants that it will only assign employees who have passed a criminal background check to perform work under this contract. The background checks must demonstrate the worker(s) has/have no convictions or pending criminal charges that would render the worker unsuitable for regular contact with children.

C.5 SCOPE OF WORK

The purpose of this project is to create a novel, modernized, and distinctive biomedical research facility at the University of the District of Columbia (UDC), an Institution of Emerging Excellence, our nation's only urban land grant institution, the only public institute of higher education in our nation's capital, and a minority-serving, Historically Black College, and University (or HBCU). Improved research and capacity building for minority-serving institutes (MSIs), such as HBCUs, is imperative towards enhancing the diversity and productivity of the biomedical workforce. Through this National Institutes of Health (NIH) project, entitled "Creating a Specialized Technological center for Assistive Rehabilitation Research (STAR)", the University will be equipped to serve as a national hub, beacon, and gold-standard, "STAR" facility for rehabilitation related research focused on aging and impaired populations. The newly established Specialized "STAR" facility will serve as a Center for Biomechanical and Rehabilitation Engineering comprised of several laboratories that will create an environment that fosters research-driven specialized technological services focused on biomechanical and rehabilitation engineering related research, a critical need.

The NIH STAR project team's overarching goal is to expand, renovate, and equip the facility. The STAR facility's foci are Gait & Balance; Assistive Robotics for Rehabilitation; Biomechanics; and Virtual Reality Rehabilitation. The project's construction scope consists of 1) renovating new and existing core facilities to create these spaces: Gait & Balance Rehabilitation Laboratory (currently called the Center for Biomechanical and Rehabilitation Engineering (CBRE) lab), Assistive & Medical Robotics Laboratory, Biomechanics Laboratories, Virtual Reality Rehabilitation Laboratories, and the STAR Researchers' Think & Work Space and 2) supply fixed equipment to the newly-renovated laboratories (such as the CAREN Motek, Bertec Immersive Lab, RTI Cab Simulator, Bertec Computerized Dynamic Posturography and ZeroG systems, and AMTI forceplates). The STAR facility will be used to investigate not only aging populations, but other impaired and unimpaired populations (e.g., veterans, amputees, survivors of stroke, and Parkinson's patients).

SPECIAL REQUIREMENTS

HVAC Commissioning

HVAC commissioning is part of this project, and the commissioning plan is included in this bid set.

Occupant Access/Emergency Egress

The contractor shall perform all work in a manner that allows full access to adjoining academic spaces and emergency egress from the occupied administration offices and adjacent classrooms including but not limited to providing signage, striping, temporary ramps, temporary walls, temporary egress doors and barricades as needed to safely direct all occupants and visitors to and from the entrances and emergency exits. Access to the first floor may be temporarily routed to the nearest alternate entrance if required but emergency egress to all stairwells MUST be maintained

to ensure the safety of the occupants. The contractor will provide access means as necessary to provide and maintain uninterrupted access to the building elevator. All work that requires temporary blocking of the egress paths or elevator area from access shall be completed during University off hours. To ensure compliance with the access/egress requirements, the contractor shall submit an access, egress plan as part of the mandatory safety plan. The safety plan shall be submitted after award but at least 7 days prior to start of construction activities. Access to and use of elevators is restricted to personnel only during regular business hours. Elevators shall not be used for transport of materials from 8AM thru 9:30PM on weekdays. University off-hours and weekend Elevator use for material delivery must be requested 48 hours in advance and shall be granted if it does not conflict with building occupants use schedule.

Furniture

There is a furniture specification included with the bid package, separate from the main project specification manual. Global Furniture Group options were used as the basis of design. They are an acceptable manufacturer for consideration by the general contractor.

PERIOD OF PERFORMANCE

All work outlined in the above statement of work shall be completed within 305 calendar days of the date of notice to proceed with the following milestones. The University period of performance is based on an anticipated NTP issue date of 11/01/23.

Milestone

Beneficial Occupancy

Duration

305 Days from NTP

On-Time Delivery

It shall be the awarded contractor's responsibility to ensure all work is completed within the required project duration allowing the University to take beneficial occupancy by the required completion date. This includes phased beneficial occupancies if multiple deliveries are required by the project scope. The on-time delivery requirement includes ensuring all code inspections are completed under whatever DoB inspection guideline is needed to ensure inspections are completed in a manner that does not delay the project delivery date and or beneficial occupancy. This requirement includes the use of Third-Party inspectors if required to make the delivery schedule. All costs to provide on-time delivery shall be included in the bidder's lump sum bid.

C.6 BID DOCUMENT FEE

It is recommended that the fee for retrieving copies of bid documents by prospective bidders be set at \$200.00.

Please get in touch with Michiko Gadson for drawings at mgadson@udc.edu to purchase drawings.

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

- D.1.1** The Awarded Contractor shall deliver materials and equipment in the original, properly labeled, unbroken packages, containers, cartridges or bundles and in such quantities and such ample time that progress of work will not be delayed.
- D.1.2** The Awarded Contractor shall protect materials and products against any damage or deterioration during transit to the site, unloading, delivering and storing at site, installation or erection, and during period between installation or erection and final acceptance by the University, that shall include, but not limited to:
- D.1.2.1** Minimum exposure to weather during delivery.
 - D.1.2.2** Storage off ground in dry, well-ventilated spaces.
 - D.1.2.3** Covering, as necessary, for adequate protection from soiling and wetting.
- D.1.3** The Awarded Contractor shall provide storage methods that will facilitate inspection and testing before and during the use as follows:
- D.1.3.1** Space for storage of materials and equipment will be approved by the University's Inspector.
 - D.1.3.2** The Contractor shall not occupy more space at the site than is necessary for proper execution of the work.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number eleven (11), Inspection and Acceptance of the Government of the District of Columbia's Standard Contract Provisions for use with Specifications for District of Columbia Construction Projects (Revised March 2011).

In addition, the acceptance criteria for different parts of the work, described in other sections of this IFB and the University's Specifications and Drawings shall apply.

E.2 PARTIAL ACCEPTANCE:

- E.2.1** The Contract Administrator (CA) may, at his/her option, accept part of the work under the contract in writing prior to the CA's final acceptance of all the work under the contract, when the CA considers it beneficial to the University.
- E.2.2** Partial acceptance shall not preclude LIQUIDATED DAMAGES for failure to complete the contract within the required time limits established under TIME FOR COMPLETION in Section F.1. For each day after the phased completion date outlined in the period of performance, LIQUIDATED DAMAGES in the amount of \$1,510.00 will be levied against the General Contractor. This amount represents the cost associated with Project Management, Construction Management and Inspection.

Liquidated Damages

Liquidated damages for the "Creating a Specialized Technological Center for Assistive Rehabilitation Research (STAR" project will be assessed as follows:

<u>Item</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manger	2	\$125.00	\$250.00
Construction Manager	8	\$105.00	\$840.00
MEP QA/QC Inspector	4	\$105.00	\$420.00
Total			\$1,510.00

E.3 FINAL INSPECTION:

- E.3.1** The Contractor shall give the CA written notice at least fourteen (14) days in advance of date on which the project will be 100% complete and ready for final inspection. Prior to final inspection date, the Contractor shall verify in writing that in the Contractor's best judgment no deficiencies exist.
- E.3.2** The Contractor, CA and District Inspector shall jointly prepare a Punch List of deficiencies found on final inspection that does not prevent the building or area(s) within the building from being occupied. The Contractor shall correct the deficiencies within (14) days after the building or area(s) within the building has been occupied and submit to the CA a report of the corrections as a condition of final acceptance.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The work outlined above and detailed in the Construction Drawings and Specifications is being solicited for construction during spring or summer. After notice of intent to award has been issued to the established low bidder, the University will work with the intended awardee to establish the Notice to Proceed (NTP) date. Upon issue of the NTP, the Awarded Contractor shall complete all work within 305 days of NTP.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the University's requirements and submit each deliverable to the Contract Administrator (CA) as scheduled by the CA.

- F.2.1** The Contractor shall submit to the University, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.
- F.2.2** The Contractor shall prepare and submit to the CA, as a deliverable, the summary of progress payment breakdown form, progress payment request form and schedule of values form.
- F.2.2** The contractor shall submit to the Contract Administrator a complete list of all samples, catalogue cuts and shop drawings within 10 days of notice to proceed (NTP).
- F.2.3** The contractor shall submit all the schedules and reports for approval to the CA.
- F.2.4** Prior to final acceptance of the project, the contractor shall submit to the Contract Administrator three (3) copies of operation manuals or instruction manuals for each piece of equipment, mechanical or electrical system.
- F.2.5** The contractor shall submit to the university, as a deliverable, the report described in section H.5 of this contract that is required by the 51% district residents' new hires requirement and first source employment agreement. If the contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.
- F.2.6** After final inspection, the Contractor shall provide a punch list and report of corrections as specified in section E.3.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The University shall make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The University shall pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency's Chief Financial Officer with concurrent copies to the CA specified in Section G.8 below. The address of the CFO is:

University of the District of Columbia
Office of the Controller/Agency CFO
4200 Connecticut Avenue NW Bldg. 39 Suite 200B
Washington, DC 20008
202-274-5488

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of people preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 The University shall not make final payment to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 The Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 The University will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the University and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.5.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code § 2-221.02(d).

G.6 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the University only by contracting officers. The contact information for the Contracting Officer is:

Mary Ann Harris, Chief Contracting Officer
Eddie Whitaker, Contracting Officer
Office of Contracting and Procurement
4200 Connecticut Avenue NW Suite Bldg. 39, Suite 200C
Washington, DC 20008
Telephone: 202-274-5181

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.7.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 CONTRACT ADMINSTRATOR (CA)

- G.8.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.8.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.8.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.8.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.8.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
 - G.8.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA shall be provided to the awarded contractor.

G.8.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of University property, except as specified under the contract.

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the University, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services (DOES) for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the General Decision Number: DC20230002, dated 06/02/2023 Superseded General Decision Number: DC20220002 issued by the U.S. Department of Labor in accordance with the Davis Bacon Act, and incorporated herein as. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Article 1 of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011).

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and
- (4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on

the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **Article 7 after following Title 8B DCMR Section 3066**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.5** A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- H.9.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- H.9.1.7** A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional bid of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the

Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

- H.10.3** After making a conditional bid of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- H.10.4** The Contractor may only withdraw a conditional bid of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- H.10.5** This section and the provisions of the Act shall not apply:
- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
 - (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (d) To employers that employ less than 11 employees.
- H.10.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011) are incorporated as part of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the University in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the University under the contract.

4. “District” – The District of Columbia and its agencies.

A. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the University to perform services detailed in the contract. The University shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the University shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the University as part of Contractor's bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the University's satisfaction), and distribute Existing Product to University users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the University. The University agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the University the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patents, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

B. Transfers or Assignments of Existing or Custom Products by the University

The University may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

C. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the University's or the Contractor's rights in that subcontractor data or computer software which is required for the University.

D. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the University, its trustees, officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University will have the right to review and approve prior to its execution by the Contractor. Any such Subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under the Contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under the Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. Should the Contractor decide to engage a subcontractor for segments of the work under the Contract and wish to propose different insurance requirements than outlined below, then, prior to commencement of work by the subcontractor, the Contractor shall submit in writing the name and brief description of work to be performed by the subcontractor to the UDC Office of Risk Management (ORM) who will determine the insurance requirements applicable to the subcontractor and promptly deliver such requirements in writing to the Contractor and the CA. The Contractor must provide proof of the subcontractor's required insurance prior to commencement of work by the subcontractor. If the Contractor decides to engage a subcontractor without such approval, such subcontractor shall have the same insurance requirements as the Contractor.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia and the University.

The Government of the District of Columbia and the University shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia ("District") or the University relating to the Contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of

endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District and University require and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an the Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit including explosion, collapse and underground hazards.

The Contractor should be named as an additional insured on the applicable manufacturer's/distributor's Commercial General Liability policy using Insurance Services Office, Inc. ("ISO") form CG 20 15 04 13 (or another occurrence-based form with coverage at least as broad).

The University should collect, review for accuracy and maintain all warranties for goods and services.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers must be endorsed onto the policy.

3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by this subsection shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia and the University.

4. Crime Insurance (3rd Party Indemnity) - The Contractor shall provide a Crime policy including 3rd party fidelity to cover the dishonest acts of Contractors, its employees and/or volunteers which result in a loss to the District or the University. The Government of the District of Columbia and University shall be included as loss payees. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this solicitation and in the Contract and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage. A copy of the cyber liability policy must be submitted to the University ORM for compliance review.
6. Environmental Liability/Contractors Pollution Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of environmental liability insurance covering losses caused by pollution or other hazardous conditions arising from ongoing or completed operations of the Contractor. Such insurance shall apply to bodily injury, property damage (including loss of use of damaged property or of property that has been physically injured), clean-up costs, transit and non-owned disposal sites. Coverage shall extend to defense costs and expenses incurred in the investigation, civil fines, penalties and damages or settlements. There shall be neither an exclusion nor a sublimit for mold or fungus-related claims. The minimum limits required under this paragraph shall be equal to the greater of (i) the limits set forth in the Contractor's pollution liability policy or (ii) \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. If such coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverages under the policy precedes the Contractor's performance of any work under the Contract and that continuous completed operations coverage will be maintained for at least ten (10) years or an extended reporting period shall be purchased for no less than ten (10) years after completion.

The Contractor also must furnish to CO certificates of insurance evidencing environmental liability insurance maintained by third party transportation and disposal site operators(s) used by the Contractor for losses arising from facility(ies) accepting, storing or disposing hazardous

materials or other waste as a result of the Contractor's operations. Such coverages must be maintained with limits of at least the amounts set forth above.

7. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the CO with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of Contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. The contractor will indemnify and defend the District of Columbia and the University should one or both be named co-defendant or be subject to or party of any claim. Coverage shall also extend to temporary help firms and independent contractors hired by Contractor. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
8. Installation-Floater Insurance - For projects not involving structural alterations, the Contractor shall provide an installation floater policy with a limit equal to the property values being installed as part of the project. The policy shall cover property while located at the project site, at temporary locations, or in transit; deductibles will be the sole responsibility of the Contractor.
9. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under the Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the University and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
10. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. Coverage should include physical abuse, such as sexual or other bodily harm and non-physical abuse, such as verbal, emotional or mental abuse; any actual, threatened or alleged act; errors, omission or misconduct. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage or "shared" limits under a commercial general liability or professional liability policy will not be acceptable. Limits may not be shared with other lines of coverage. The applicable policy may need to be submitted to the University ORM for compliance review.
11. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any

insurance, self-insurance or reinsurance maintained by the District and the University and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention.

C. DURATION. The Contractor shall carry all required insurance until all Contract work is accepted by the University and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under the Contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements. However, the required minimum insurance requirements provided above will not in any way limit the Contractor’s liability under the Contract.

E. CONTRACTOR’S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia and the University.

F. MEASURE OF PAYMENT. The University shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The University of the District of Columbia

**And mailed to the attention of:
Mary Ann Harris
Chief Contracting Officer
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 39, Suite 200C
Washington, DC 20008
(202) 274-5181
Email to: mgadson@udc.edu**

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the Contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District or University may disclose the name and contact information of its insurers to any third party which presents a claim against the District or the University for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of the Contract.
- J. **CARRIER RATINGS.** All Contractor's and its subcontractors' insurance required in connection with the Contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offer who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Government of the District of Columbia Standard Contract Provisions for Construction Projects
- (4) Contract attachments other than the Standard Contract Provisions
- (5) Bid

I.11 DISPUTES

All disputes arising under or relating to the contract shall be resolved as provided herein

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) 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 the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can

be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) All claims by a Contractor against the University arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
 - (i) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall consider 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.
- (4) The CO's written decision shall do the following:
 - i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement;
 - iv. 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;
 - v. 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;
 - vi. Indicate that the written document is the CO's final decision; and
 - vii. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- (6) If a contractor is unable to support any part of its 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. Liability under this paragraph (a) (6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

- (6.1) 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 CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) 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 the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the University against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
- i. Provide a description of the claim or dispute;
 - ii. Refer to the pertinent contract terms;
 - iii. State the factual areas of agreement and disagreement;
 - iv. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if
 - v. made, shall not be binding in any subsequent proceeding;
 - vi. If all or any part of the claim is determined to be valid, determine the amount
 - vii. of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - viii. Indicate that the written document is the CO's final decision; and
 - ix. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) 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.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.

- (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 CO.

I.12 BONDING (SECURITY) REQUIREMENTS

- I.12.1 **Bid Bond** – A proposal bond is required and must be submitted with all proposals over \$100,000.00 pursuant to Article 12 of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011). The proposal bond must be a minimum of 5% of the proposed proposal price at proposal submission and shall be effective for as long as the proposal is effective (Attachment J.13).
- I.12.2 **Payment Bond** – A payment bond in the amount of not less than 50% of the total contract amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.
- I.12.3 **Performance Bond** – A performance bond in the amount of 100% of the original contract price amount is required and must be submitted within 10 calendar days from the proposed contractor's receipt of the University's Notice of Intent to Award and prior to award.

SECTION J: ATTACHMENTS

The offeror must complete all forms and certifications required by Section J and incorporate into its proposal these completed forms and certifications.

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with Specifications for District of Columbia Government Construction Projects (Revised March 2011). (Attached)
J.2	General Decision Number: DC20230002 07/02/2023 Superseded General Decision Number: DC20220002 (Attached)
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	First Source Employment Agreement-Construction Projects Only-February 2018 & Revised First Source Employment Plan-Contracts Between \$300,000 and \$5 Million-February 2018 available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (Attached)
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (Attached)
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.9	Bond Forms Contact Michiko Gadson mgadson@udc.edu
J.10	Bid Offer Letter Contact Michiko Gadson mgadson@udc.edu

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

Bidder Certification Form

Available at <http://ocp.dc.gov>,
Under Quick Links click on “Required Solicitation Documents”

Complete and Include the following with Bid:

1. Bidder /Offeror Certification Form
2. Tax Certification Affidavit
3. Three Past Performance Evaluations
4. Contractor’s Experience Questionnaire Form

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 PRE-BID CONFERENCE

A pre-bid conference will be held at **11:00 a.m. on Thursday, July 6, 2023 at the +1 206-413-8593 United States, Seattle Phone Conference ID: 575 880 221#**. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the University to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete and sign the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted, and spontaneous answers will be provided at the University's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the University's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. The University will furnish responses via a written amendment to the solicitation which will be posted on the University's website. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.2 CONTRACT AWARD

The University will award a single contract resulting from this solicitation to the responsive and responsible offer whose proposal conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial proposal should contain the offer's best terms from the standpoint of cost or price and other factors.

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

L.2.1 Most Advantageous to the District

The University intends to award a single (one) contract resulting from this solicitation to the responsive and responsible bidder whose bid conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered.

L.3 BID ORGANIZATION AND CONTENT

L.3.1 This solicitation will be conducted through email to mgadson@udc.edu only. To be considered, a bidder must submit the required attachments via mail or hand deliver and receive verifiable receipt at the designated location for submission before the closing date and time.

- L.3.2** All attachments shall be submitted with the sealed bid. The University will not be responsible for corruption of any file submitted. If the submitted file is not legible as submitted, it will not be considered.
- L.3.6** The bidder shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.
- L.3.7** The University will reject any bid that fails to include a subcontracting plan that is required by law.
- L.4 REQUIREMENT FOR AN ELECTRONIC COPY OF BIDS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the bid submission requirements in Section L.2 and L.3 above, the bidder must submit an electronic copy of its bid, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the bidder's bid must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District bids following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful bids will be published on the UDC website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

L.5 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS

L.5.1 BID SUBMISSION, FORM, ORGANIZATION AND CONTENT:

L.5.1.1 Bids must be submitted no later than 2:00 p.m. local time on Monday, **July 31, 2023**, to Michiko Gadson at mgadson@udc.edu. Bid opening will be conducted via TEAMS.

Call in (audio only)

Conference Dial in No.: +1 206-413-8593

Conference ID No. 603 971 180#

L.5.1.2 Postmarks

L.5.1.3 Bidders shall submit one (1) signed original of the bid. Submissions should be delivered via email to Michiko Gadson at mgadson@udc.edu.

L.5.1.4 Bids shall be submitted in sealed envelope/package conspicuously marked: "Bid in Response to Solicitation No. and Caption ***GF-2023-B-0028, STAR Biomedical Research Labs.***

L.5.1.5 Bid Letter

Each Bidder shall submit a bid letter substantially in the form of Attachment J.10 Material deviations, in the opinion of the University, from the bid form shall be enough to render the bid non-responsive.

- L.5.2.1** Bids must be submitted not later than the closing date and exact time due. Late bids and/or modifications thereto will be so marked and held by the University as evidence of their lateness (time received), and not considered for award unless the only bid received.
- L.5.2.2** Paper, telephonic, telegraphic, and facsimile bids may not be accepted or considered for award.
- L.5.2.3** It is solely the bidder's responsibility to ensure that its bid is received and recorded in the University Office of Strategic Sourcing and Procurement not later than the exact date and time due according to this solicitation.

L.5.3 Withdrawal or Modification of Bids

A bidder may modify or withdraw its bid any time before the closing date and time for receipt of bids. However, the modified or withdrawn bid must be resubmitted prior to the bids exact due date and time to be considered.

L.5.4 Late Bids

The University will not accept for consideration of award late bids or modifications to bids after the closing date and time for receipt of bids. They will be date and time stamped and retained by the University as documentation of the date and time received. A receipt will be given to the carrier if hand delivered.

L.5.5 Late Modifications

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted. However, the original bid submission must have been on time.

L.6 EXPLANATION TO PROSPECTIVE BIDDERS

If a prospective bidder has any questions relating to this solicitation, the prospective bidder shall submit the question electronically via e-mail to the contact person identified in this solicitation. The prospective bidder shall submit questions no later than **2:00 PM July 14, 2023**. The University will furnish responses via email and posting on its web site. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by University officials before the award of the contract will not be binding.

L.6.1 RESTRICTION ON DISCLOSURE AND USE OF DATA

- L.6.1.1** Bidders who include in their bid data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This bid includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this bidder as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use,

without restriction, information contained in this bid if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.1.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this bid."

L.7 BID PROTESTS

Any actual or prospective bidder or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the University's Chief Contracting Officer not later than seven (7) business days after the basis of protest is known or should have been known, whichever is earlier pursuant to DCMR Title 8B Section 3066. The Chief Contracting Officer shall issue a written decision on the protest within ten (10) working days after receipt of the protest. The protestor may appeal the written decision of the University Chief Contracting Officer to the University Contract Review Board within ten (10) working days after receipt of the decision of the Chief Contracting Officer. Any failure of the Contracts Review Board to issue a written decision within 30 calendar days shall constitute a denial of the protest and shall authorize the contractor to appeal the protest to the Contract Appeals Board. The protest shall then be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.8 UNNECESSARILY ELABORATE BIDS

Unnecessarily elaborate brochures or other presentations beyond those enough to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the bidder's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

L.9 RETENTION OF BIDS

All bid documents will be the property of the District and retained by the District, and therefore will not be returned to the bidder.

L.10 BID COSTS

The University is not liable for any costs incurred by the bidder in submitting bids in response to this solicitation.

L.11 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Eddie Whitaker, Contracting Officer
University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Avenue NW Bldg. 39 Suite 200C
Washington, DC 20008
Re: Contract: GF-2023-C-0010
Email:mgadson@udc.edu

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via email to the University's contact person identified in this solicitation, and by submitting the amendment(s) with their bid. The University must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.13 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.13.1 Name, address, telephone number and federal tax identification number of bidder;

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

L.13.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.14 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. The contractor will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.15 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the University its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation with its bid submission and additional information within five (5) days of the request by the University.

L.15.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Can comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;

- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.*
- (g) Has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.15.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.16 KEY PERSONNEL

L.16.1 The University shall approve specific contractor personnel listed in the bidder's bid to be key personnel for this contract.

L.16.2 The bidder shall set forth in its bid the names and reporting relationships of the key personnel the bidder will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

L.17 CONTRACT AWARD:

The University will award a single contract resulting from this solicitation to the responsive and responsible bidder whose bid conforming to the solicitation will be most advantageous to the University, cost or price, and other factors, specified elsewhere in this solicitation considered. Therefore, each initial bid should contain the bidder's best terms from a standpoint of cost or price and other factors.

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

SECTION M - PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

M.1. EVALUATION FOR AWARD

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

M.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.2.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.2.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.2.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.2.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- M.2.8** Any prime contractor that is a local manufacturing business enterprise (LME) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

M.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.3.1 Preferences for Certified Joint Ventures

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

M.3.2 Verification of Bidder's Certification as a Certified Business Enterprise

M.3.3 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.

M.3.4 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

M.3.4 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.4 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.4.1 Prompt payment discounts shall not be considered in the evaluation of bids. However, any discount bided will form a part of the award and will be taken by the University if payment is made within the discount period specified by the bidder.

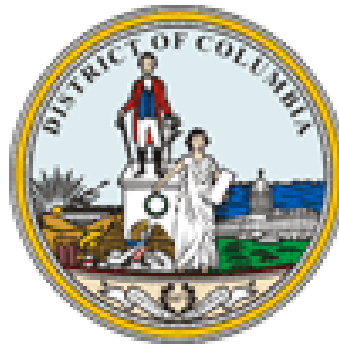
M.4.2 In connection with any discount bided, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the University, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the University check.

ATTACHMENT J.1

Government of the District of Columbia

STANDARD CONTRACT PROVISIONS

For Use With
Specifications for
District of Columbia Government
Construction Projects
(Revised March 2011)



PLEASE RETAIN FOR YOUR REFERENCE

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(Construction)

ARTICLE 1. QUALIFICATIONS OF BIDDERS—Bidders shall have the capability to perform classes of work contemplated, have the necessary plant and sufficient capital to execute the work properly within specified time.

Any Bidder who has not performed comparable work for the District within the last 5 years shall submit, at the Contracting Officer's discretion, a certified statement of his organization, plant, manpower, financial resources, and construction experience that he considers will qualify him for proposed contract. This information shall be certified by a Certified Public Accountant for contracts over \$25,000 and submitted on the AGC Form "Standard Questionnaires and Financial Statement for Bidders", obtainable from the Associated General Contractors of America, Inc., at 1957 "B" Street, N. W., Washington, D. C., 20008, or on an approved equivalent form. This requirement is not needed if the bidder has submitted such a statement to the District within a year prior to bid opening date, but will be required if bidder has previously submitted such a statement under one company name or organization or joint venture and is now bidding under another company name or organization or joint venture. A certified statement of prequalification approval by another jurisdiction may be considered as an alternative to foregoing procedure. A bidder shall submit a supplemental statement if requested by the District.

ARTICLE 2. BID DOCUMENTS—The Specifications (including all documents referenced therein and all documents attached thereto), drawings and addenda which form the basis of any bid shall be considered as part thereof and will form part of the bid. Copies of these documents will be furnished to or made available for the inspection of prospective bidders by that office indicated in the advertisement or invitation.

ARTICLE 3. EXAMINATION OF BID DOCUMENTS AND SITE OF WORK—Each Bidder shall carefully examine the site of the proposed work and the bid documents and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the bid documents, and he shall judge for and satisfy himself as to conditions to be encountered affecting the character, quality and quantity of the work to be performed and materials to be furnished and to the requirements of the bid documents. Failure to do so will be at the Bidder's own risk and shall not relieve him from any obligation under his bid or contract.

ARTICLE 4. PREPARATION FOR BIDS—The bid form furnished in the bid proposal and specifications shall be used in strict compliance with the requirements of the Invitation and Supplemental Instructions to Bidders in the specifications. Special care shall be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties to be anticipated upon execution of the contract, including local conditions, uncertainty of weather and all other contingencies. All designations and prices shall be fully and clearly set forth in the bid submission. ALL PRICES SHALL BE INSERTED IN FIGURES TYPED OR PRINTED LEGIBLY ON THE BID FORM. All corrections on the bid documents must be initialed by the person signing the bid form.

ARTICLE 5. ERROR IN BIDS—Bidders or their authorized agents are expected to examine all bid documents and any addenda thereto, and all other instructions pertaining to the work which will be open to their inspection. Failure to do so will be at the bidder's own risk, and will not constitute reason for relief on plea of error in the bid. IN CASE OF ERROR IN THE EXTENSION OF PRICES IN THE BID, UNIT PRICES WILL GOVERN.

The bidder must submit his plea of error in writing to the Contracting Officer and must be prepared to document and prove his error.

ARTICLE 6. LABOR AND MATERIAL NOT FURNISHED BY DISTRICT—The District will not furnish any labor, material or supplies unless a provision to do so is included in the contract documents.

ARTICLE 7. ADDENDA AND INTERPRETATIONS—No oral interpretations of the meaning of the drawings, specifications or other bid documents will be made to any bidder. Verbal clarification will not be binding on the District. All requests must be in writing and addressed to the Contracting Officer responsible for administering the contract. Requests for interpretations of bid documents must be received by the Contracting Officer not later than 10 days prior to bid opening date. All changes to the bid documents will be made by addenda mailed to all prospective bidders, who have obtained copies of the bid documents, not later than 7 days before bid opening date. In case of discrepancy among addenda, a later dated addendum has priority over earlier dated addenda. It shall be the bidder's responsibility to make inquiry as to any or all addenda issued, and failure of any prospective bidder to receive any such addenda issued by the Contracting Officer shall not relieve the bidder from any obligation under his bid as submitted. Bidders must acknowledge receipt of all addenda on the Bid Form; failure to do so may result in rejection of bid.. All addenda issued shall become part of the bid and contract documents. -

ARTICLE 8. ALTERNATE BIDS—Alternate bids will not be considered unless called for in the Bid Form.

ARTICLE 9. BIDS FOR ALL OR PART—Where bids are not qualified by specific limitations, the District reserves the right to award all or any of the items according to its best interests.

ARTICLE 10. PRICE SCHEDULE INTERPRETATION—Quantities appearing in the Price Schedule are approximate only and are prepared for the comparison of bids. Payment will be made only for actual material requirements accepted and for work performed and accepted. Schedule quantities may be increased, decreased or omitted and there shall be no adjustment in contract unit prices except as provided, and except for such materials actually purchased or work actually performed prior to notification of the change in items affected.

The price for any item, unless otherwise specified, shall include full compensation for all materials, tests, samples, manufacturers' guaranties, tools, equipment, labor and incidental work needed to complete specified items. Prices without exception shall be net, not subject to discount, and shall include all royalties and costs arising from patents, proprietary items, trademarks and copyrights.

ARTICLE 11. CORRECTIONS—Erasures and other changes in bids must be explained or noted over the signature of the bidder.

ARTICLE 12. BOND REQUIREMENTS

- A. BID GUARANTY**—On all bids of \$100,000.00 or more, security is required to insure the execution of the contract. No bid will be considered unless it is so guaranteed. Each bidder must furnish with his bid either a Bid Bond (Form No. DC 2640-5), with good and sufficient sureties, a certified check payable to the order of the Treasurer of the District of Columbia (uncertified check will not be accepted), negotiable United States bonds (at par value), or an irrevocable letter of credit in an amount not less than five percent (5%) of the amount of his bid, as a guaranty that he Will not withdraw said bid within the period specified therein after the opening of the same; or, if no period be specified, within ninety (90) days after said opening, and will, within the period specified therefore, or, if no period be specified, within ten (10) days, after the prescribed forms are forwarded to him for execution (or within any extension of time which may be granted by the officer to whom the bid was addressed) execute and deliver a written contract on the standard District form in accordance with bid as accepted and give bond with good and sufficient sureties, as specified below for the faithful performance and proper fulfillment of such contract and payment of laborers and material men as required by law or, in the event of the withdrawal of said bid within the period above stated, or the failure to enter into such contract and give such bond within the time above stated, that he will pay to the District the difference between the amount specified in said bid and the amount for which the District may procure the required work, if the latter amount be in excess of the former.

In case security is in the form of a certified check or United States bonds, the District may make such disposition of the same as will accomplish the purpose for which

submitted. Certified checks may be held uncollected at the bidder's risk. Certified checks and United States bonds will be returned to the unsuccessful bidders after award of contract and to successful bidders after the signing of prescribed forms of contract and bonds. Guaranty bonds will be returned only upon written application.

B. PERFORMANCE BOND—For any construction contract exceeding \$100,000.00, a Performance Bond (Form No. DC 2640-7) shall be required in a penal amount equal to one hundred percent (100%) of the contract price at time of award. Additional performance bond protection shall be required in connection with any modification effecting an increase in price under any contract for which a bond is required pursuant to the above if:

1. The modification is for new or additional work which is beyond the scope of the existing contract; or,
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the bond protection shall be increased so that the total performance bond protection is one hundred percent (100%) of the contract price as revised by both the modification requiring such additional protection and the aggregate of any previous modification. The increased penal amount may be secured either by increasing the bond protection provided by existing surety or sureties or by obtaining an additional performance bond from a new surety.

C. PAYMENT BOND— In accordance with the provisions of Section 504(b) of the District of Columbia Procurement Practices Act of 1985, payment bonds shall be required in an amount not less than fifty percent (50%) of the total amount payable by the terms of the contract.

Additional payment protection shall be required in connection with any notification effecting an increase in price under any contract for which a bond is required pursuant to the above if —

1. The modification is for new or additional work which is beyond the scope of the existing contract; or
2. The modification is pursuant to an existing provision of the contract and is expected to increase the contract price by \$50,000 or twenty-five percent (25%) of the original total contract price, whichever is less.

The penal amount of the additional bond protection shall generally be such that the total payment bond protection is fifty percent (50%) of the contract price as revised by both the modification requiring such additional protection, and the aggregate of any previous modifications. The additional protection may be secured either by increasing the bond protection provided by the existing surety or sureties or by obtaining an additional payment bond from a new surety.

D. BOND SOURCE—The bonds may be obtained from any surety company authorized by the U.S. Treasury Department as acceptable sureties on Federal Bonds and authorized to transact business in the District of Columbia by the Director, Department of Insurance, Securities and Banking.

ARTICLE 13. SIGNATURE TO BIDS—Each bid must show the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature and

designation of the President or Vice President and attested by the Secretary of the corporation or other persons authorized to bind the corporation and the corporate seal affixed thereto. If bid is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes. of a meeting of the Board of Directors or extract of bylaws certified by the Corporate Secretary and corporate seal affixed thereto. The names of all persons signing shall be typed or printed below the signatures. A bid by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the bid. Bids submitted by a joint venture must be signed by all authorized parties to the joint venture.

ARTICLE 14. MARKING AND MAILING BIDS—Bids, addenda acknowledgment, and bid guaranty must be securely sealed in suitable envelopes, addressed and marked on the outside with the name of the bidder, invitation number and date of opening.

ARTICLE 15. RECEIVING BIDS, MODIFICATIONS OR WITHDRAWALS—Bids received prior to the time set for opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered unless: (1) they are sent by registered mail or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the District that the late receipt was due solely to delay in the mails for which the bidder was not responsible; or (2) if submitted by mail (or by telegram if authorized by the Contracting Officer), it is determined by the District that the late receipt was due solely to mishandling by the District after receipt at the District agency: Provided, that timely receipt. at such agency is established upon examination of an appropriate date or time stamp or other documentary evidence of receipt within the control of such agency.

Bidders using certified mail are cautioned to obtain a receipt for certified mail showing legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed. The only evidence acceptable in this matter is as follows: (1) where the Receipt of Certified Mail identifies the post office station of mailing, evidence furnished by the bidder which establishes, that the business day of the station ended at an earlier time, in which case the time of mailing shall be deemed to be last minute of the business day; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing, shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the bid shall not be considered.

The time of mailing of late bids submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the bidder furnishes evidence from the post office station of mailing which establishes an earlier time.

No responsibility will attach to the District or any of its officers or employees for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications, by telegram, of bids already submitted will be considered if received prior to the hour set for opening, but should not reveal the amount of the original or revised bid.

ARTICLE 16. WITHDRAWAL OF BIDS—Bids may be withdrawn on written or telegraphic request received from bidders prior to the time fixed for opening, provided the name of the bidder appears on the outside of the envelope containing the bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ARTICLE 17. OPENING OF BIDS—At the time fixed for the opening of bids, their contents will be made public by the Office of Contracting and Procurement for the information of bidders and other properly interested persons.

ARTICLE 18. AWARD OR REJECTION—The Contract will be awarded to the lowest responsible Bidder complying with conditions of the bid documents, provided his bid is reasonable and it is in the best interest of the District to accept it. The Bidder, to whom award is made, will be notified by

the Contracting Officer at the earliest possible date. The District, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the District.

If more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected. This shall not prevent a Bidder from proceeding under Article 8 hereof, nor from quoting different prices on different qualities of material or different conditions of delivery. A supplier or material man who has quoted prices on materials to a Bidder is not thereby disqualified from quoting to other bidders or from submitting a bid directly for the materials or work.

Each Bidder shall submit a bid on all items in the Price Schedule; failure to bid on all items may result in bid rejection.

In addition to requirements for qualification of bidders as set forth in Article 1 hereof, and as determined by the District, proposals will be considered irregular and may be rejected by the Contracting Officer for any of, but not limited to, the following reasons:

- A. Incompetency, inadequate plant or insufficient capital as revealed by Bidder's statement on AGC or equivalent form.
- B. Evidence of collusion.
- C. Uncompleted work which might hinder or prevent proper and prompt execution and completion of work contemplated.
- D. Evidence that Bidder has not adequately considered all aspects of contemplated work.
- E. Failure to settle bills satisfactorily, claims and judgments due for labor and material on Bidder's contracts in force on bid opening date.
- F. Default under previous contracts.
- G. Unacceptable rating as listed on published government lists.
- H. Proposal submission on form other than that form furnished by District, or altered or partially detached form.
- I. Unauthorized additions, deletions, omissions, conditional bids, or irregularities which may make proposal incomplete or ambiguous in meaning.
- J. Failure to acknowledge all addenda issued.
- K. Failure to submit bid in the properly labeled receptacle at that location designated as the Office of Contracting and Procurement, Bid Room, Suite 700, 441 4th St., N.W., Washington, D.C. 20001 and prior to the time set for opening as governed by the Official Clock designated as such in that Bid Room.

ARTICLE 19. CANCELLATION OF AWARDS—The right is reserved to the District, without any liability upon the District, to cancel the award of any contract at any time prior to approval of a formal written contract signed by the Contractor and the Contracting Officer.

ARTICLE 20. CONTRACT AND BOND—The Bidder to whom award is made must, when required, enter into a written contract on the standard District form, with satisfactory security in the amount required (see Article 12) within the period specified, or no period be specified, within 10 days after the prescribed forms are presented to him for signature.

**GENERAL PROVISIONS
(Construction Contract)**

ARTICLE 1. DEFINITIONS

- A. "District" as used herein means the District of Columbia, a municipal corporation.
- B. "Mayor" as used herein means the elected head of the District as set forth in Public Law 93-198 dated December 24, 1973, Title 4, Part B, Section 422(1).
- C. "Contracting Officer" as used herein means the District official authorized to execute and administrate the Contract on behalf of the District.
- D. "Contract Documents" or "Contract" as used herein means Addenda, Contract Form, Instructions to Bidders, General Provisions, Labor Provisions, Performance and Payment Bonds, Specifications, Special Provisions, Contract Drawings, approved written Change Orders and Agreements required to acceptably complete the Contract, including authorized extensions thereof.

ARTICLE 2. SPECIFICATIONS AND DRAWINGS—The Contractor shall keep on the work site a copy of Contract drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the Contract drawings, or shown on the Contract drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

All Contract requirements are equally binding. Each Contract requirement, whether or not omitted elsewhere in the Contract, is binding as though occurring in any or all parts of the Contract. In case of discrepancy:

- 1. The Contracting Officer shall be promptly notified in writing of any error, discrepancy or omission, apparent or otherwise.
- 2. Applicable Federal and D. C. Code requirements have priority over: the Contract form, General Provisions, Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 3. The Contract form, General Provisions and Labor Provisions have priority over: Change Orders, Addenda, Contract drawings, Special Provisions and Specifications.
- 4. Change Orders have priority over: Addenda, Contract drawings and Specifications.
- 5. Addenda have priority over: Contract drawings, Special Provisions and Specifications. A later dated Addendum has priority over earlier dated Addenda.
- 6. Special Provisions have priority over: Contract drawings and other specifications.
- 7. Shown and indicated dimensions have priority over scaled dimensions.
- 8. Original scale drawings and details have priority over any other different scale drawings and details.
- 9. Large scale drawings and details have priority over small scale drawings and details.
- 10. Any adjustment by the Contractor without a prior determination by the Contracting Officer shall be at his own risk and expense. The Contracting Officer will furnish from time to time such detail drawings and other information as he may consider necessary, unless otherwise provided.

ARTICLE 3. CHANGES

A. DESIGNATED CHANGE ORDERS—The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes

1. In the Contract drawings and specifications;
2. In the method or manner of performance of the work;
3. In the District furnished facilities, equipment, materials or services; or
4. Directing acceleration in the performance of the work.

Nothing provided in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

B. OTHER CHANGE ORDERS—Any other written order or an oral order (which term as used in this Section (B) shall include direction, instruction, interpretation, or determination) from the Contracting Officer which causes any such change, shall be treated as a Change Order under this Article, provided that the Contractor gives the Contracting Officer written notice stating the date, circumstances and sources of the order and that the Contractor regards the order as a Change Order.

C. GENERAL REQUIREMENTS—Except as herein provided, no order, statement or conduct of the Contracting Officer shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder. If any change under this Article causes an increase or decrease in the Contract's cost of, or the time required for, the performance of any part of the work under this Contract whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under (B) above shall be allowed for any cost incurred more than 20 days before the Contractor gives written notice as therein required unless this 20 days is extended by the Contracting Officer and provided further, that in case of defective drawings and specifications, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective drawings and specifications.

If the Contractor intends to assert a claim for an equitable adjustment under this Article, he must, within 30 days after receipt of a written Change Order under (A) above or the furnishing of a written notice under (B) above, submit to the Contracting Officer a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Contracting Officer. The statement of claim hereunder may be included in the notice under (B) above.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under the Contract.

D. CHANGE ORDER BREAKDOWN—Contract prices shall be used for Change Order work where work is of similar nature; no other costs, overhead or profit will be allowed.

Where Contract prices are not appropriate and the nature of the change is known in advance of construction, the parties shall attempt to agree on a fully justifiable price adjustment and/or adjustment of completion time.

When Contract prices are not appropriate, or the parties fail to agree on equitable adjustment, or in processing claims, equitable adjustment for Change Order work shall be per this Article and Article 4 and shall be based upon the breakdown shown in following

subsections 1. through 7. The Contractor shall assemble a complete cost breakdown that lists and substantiates each item of work and each item of cost.

1. **Labor**—Payment will be made for direct labor cost plus indirect labor cost such as insurance, taxes, fringe benefits and welfare provided such costs are considered reasonable. Indirect costs shall be itemized and verified by receipted invoices. If verification is not possible, up to 18 percent of direct labor costs may be allowed. In addition, up to 20 percent of direct plus indirect labor costs may be allowed for overhead and profit.
2. **Bond**—Payment for additional bond cost will be made per bond rate schedule submitted to the Office of Contracting and Procurement with the executed Contract.
3. **Materials**—Payment for cost of required materials will be F.O.B. destination (the job site) with an allowance for overhead and profit.
4. **Rented Equipment**—Payment for required equipment rented from an outside company that is neither an affiliate of, nor a subsidiary of, the Contractor will be based on receipted invoices which shall not exceed rates given in the current edition of the Rental Rate Blue Book for Construction Equipment published by Data Quest. If actual rental rates exceed manual rates, written justification shall be furnished to the Contracting Officer for consideration. No additional allowance will be made for overhead and profit. The Contractor shall submit written certification to the Contracting Officer that any required rented equipment is neither owned by nor rented from the Contractor or an affiliate of or subsidiary of the Contractor.
5. **Contractor's Equipment**— Payment for required equipment owned by the Contractor or an affiliate of the Contractor will be based solely on an hourly rate derived by dividing the current appropriate monthly rate by 176 hours. No payment will be made under any circumstances for repair costs, freight and transportation charges, fuel, lubricants, insurance, any other costs and expenses, or overhead and profit. Payment for such equipment made idle by delays attributable to the District will be based on one-half the derived hourly rate under this subsection.
6. **Miscellaneous**—No additional allowance will be made for general superintendence, use of small tools and other costs for which no specific allowance is herein provided.
7. **Subcontract Work**—Payment for additional necessary subcontract work will be based on applicable procedures in 1. through 6., to which total additional subcontract work up to an additional 10 percent may be allowed for the Contractor's overhead and profit.

ARTICLE 4. EQUITABLE ADJUSTMENT OF CONTRACT TERMS

The Contractor is entitled to an equitable adjustment of the contract terms whenever the following situations develop:

Differing Site Conditions:

- (1) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor, upon discovering such conditions, shall promptly notify the Contracting Officer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

- (2) Upon written notification, the Contracting Officer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment which results in a benefit to the Contract will be allowed unless the Contractor has provided the required written notice.
- (4) No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

Suspension of Work Ordered by the Contracting Officer:

- (1) If the performance of all or any portion of the work is suspended or delayed by the Contracting Officer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Contracting Officer in writing a request for equitable adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (2) Upon receipt, the Contracting Officer will evaluate the Contractor's request. If the Contracting Officer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Contracting Officer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contracting Officer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.
- (3) No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
- (4) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term of condition of this contract.

Significant Changes in the Character of Work:

- (1) The Contracting Officer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered.
- (2) If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Contracting Officer may determine to be fair and reasonable.

- (3) If the alterations or changes in quantities significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (4) The term “significant change” shall be construed to apply only to the following circumstances:
 - (a) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (b) When an item of work is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in the case of a decrease below 75 percent, to the actual amount of work performed.

ARTICLE 5. TERMINATION-DELAYS—If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said work within specified time, the District may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work involving the delay. In such event the District may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may have been paid for by the District or may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any liability to the District resulting from his refusal or failure to complete the work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the District does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the District in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, climatic conditions beyond the normal which could be anticipated, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers (the term subcontractors or suppliers shall mean subcontractors or suppliers at any tier); and
2. The Contractor, within 10 days from the beginning of any such delay, (unless the Contracting Officer grants a further period of time before the date of final payment under the Contract) notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time far completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Article 7 herein.

If, after notice of termination of the Contractor's right to proceed under the provisions of this Article, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the rights and

obligations of the parties shall be in accordance with Article 6 herein. Failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of Article 7 herein.

The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under the Contract.

The District may, by written notice, terminate the Contract or a portion thereof as a result of an Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense. When the Contract is so terminated, no claim for loss of anticipated profits will be permitted.

ARTICLE 6. TERMINATION FOR CONVENIENCE OF THE DISTRICT

A. The performance of work under the Contract may be terminated by the District in accordance with this Article in whole, or in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

- 1.** Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- 2.** Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
- 3.** Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- 4.** Assign to the District, in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- 5.** Settle all outstanding liabilities and all claims arising out of such termination of orders or subcontracts, with the approval or ratification of the Contracting Officer to the extent he may require, which approval or ratification shall be final for all purposes of this Article.
- 6.** Transfer title to the District and deliver in the manner, at the times, and to the extent, if any, directed by the Contracting Officer:
 - a.** The fabricated or unfabricated parts, work in progress, completed work, supplies, and other material procured as a part of, or acquired in connection with, the performance of the work terminated by the Notice of Termination, and
 - b.** The completed, or partially completed plans, drawings information and other property which, if the Contract had been completed, would have been required to be furnished to the District.
- 7.** Use his best efforts to sell, in the manner, at the terms, to the extent, and at the price or prices directed or authorized by the Contracting Officer, any property of the types referred to in 6 above provided, however, that the Contractor:
 - a.** Shall not be required to extend credit to any purchaser, and

- b. May acquire any property under the conditions prescribed and at a price or prices approved by the Contracting Officer, and
 - c. Provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under the Contract or shall otherwise be credited to the price or cost of the work covered by the Contract or paid in such other manner as the Contracting Officer may direct.
- 8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 9. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.
- 10. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Article.
- 11. "Plant clearance period" means, for each particular property classification (such as raw materials, purchased parts and work in progress) at any one plant or location, a period beginning with the effective date of the termination for convenience and ending 90 days after receipt by the Contracting Officer of acceptable inventory schedules covering all items of that particular property classification in the termination inventory at that plant or location, or ending on such later date as may be agreed to by the Contracting Officer and the Contractor. Final phase of a plant clearance period means that part of a plant clearance period which occurs after the receipt of acceptable inventory schedules covering all items of the particular property classification at the plant or location.

At any time after expiration of the plant clearance period, as defined above, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Contracting Officer, and may request the District to remove such items or enter into a storage agreement covering them. Not later than 15 days thereafter, the District will accept title to such items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the Contracting Officer upon removal of the items or, if the items are stored, within 45 days from the date of submission of the list, and any necessary adjustments to correct the list as submitted, shall be made prior to final settlement.

- C. After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form with the certification prescribed by the Contracting Officer. Such claim shall be submitted promptly but in no event later than one year from the effective date of termination, unless one or more extensions in writing are granted by the Contracting Officer upon request of the Contractor made in writing within such one year period or authorized extension thereof. However, if the Contracting Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such one year period or extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

D. Subject to the provisions of C above, and subject to any review required by the District's procedures in effect as of the date of execution of the Contract, the Contractor and Contracting Officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in E below prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, shall be deemed to limit, restrict or otherwise determine or effect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph.

E. In the event of the failure of the Contractor and the Contracting Officer to agree as provided in D above upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this Article, the Contracting Officer shall, subject to any review required by the District's procedures in effect as of the date of execution of the Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall pay to the Contractor the amounts determined by the Contracting Officer, as follows, but without duplication of any amounts agreed upon in accordance with D above:

1. With respect to all Contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

a. The cost of such work;

b. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in B 5. above, exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under the Contract, which amounts shall be included in the cost on account of which payment is made under E1.a. above; and

c. A sum, as profit on E.1.a. above, determined by the Contracting Officer to be fair and reasonable; provided however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subparagraph and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and provided further that profit shall be allowed only on preparations made and work done by the Contractor for the terminated portion of the Contract but may not be allowed on the Contractor's settlement expenses. Anticipatory profits and consequential damages will not be allowed. Any reasonable method may be used to arrive at a fair profit, separately or as part of the whole settlement.

2. The reasonable cost of the preservation and protection of property incurred pursuant to B.9; and any other reasonable cost incidental to termination of work under the Contract including expense incidental to the determination of the amount due to the Contractor as the result of the termination of work under the Contract.

- F. The total sum to be paid to me Contractor under E.1. above shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. Except for normal spoilage, and except to the extent that the District shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under E.1. above, the fair value, as determined by the Contracting Officer, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the District, or to a buyer pursuant to B.7 above.
- G. The Contractor shall have the right of appeal, under Article 7 herein, from any determination made by the Contracting Officer under C. or E. above, except that, if the Contractor has failed to submit his claim within the time provided in C above and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Contracting Officer has made a determination of the amount due under C. or E. above, the District shall pay to the Contractor the following:
1. If there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Contracting Officer, or
 2. If an appeal had been taken, the amount finally determined on such appeal.
- H. In arriving at the amount due the Contractor under this Article there shall be deducted:
1. all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of the Contract;
 2. any claim which the District may have against the Contractor in connection with the Contract; and
 3. the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, pursuant to the provisions of this Article and not otherwise recovered by or credited to the District.
- I. If the termination hereunder be partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with the Contracting Officer a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made at such price or prices; however, nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when said Contract does not contain an established Contract price for such continued portion.
- J. The District may from time to time, under such terms and conditions as it may prescribe, make partial payments against costs incurred by the Contractor in connection with the terminated portion of the Contract whenever in the opinion of the Contracting Officer the aggregate of such payments shall be within the amount to which the Contractor will be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this Article, such excess shall be payable by the Contractor to the District upon demand, together with interest computed at the rate of 6 percent per annum for the period from the date such excess is received by the Contractor to the date on which such excess is repaid to the District; provided however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or such later date as determined by the Contracting Officer by reason of the circumstances.

- K. Unless otherwise provided in the Contract or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor, but without direct charge to the District, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under the Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs and other authentic reproductions thereof.

ARTICLE 7. DISPUTES

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

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

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

- (1) A description of the claim and the amount in dispute;
- (2) Any data or other information in support of the claim;
- (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (4) The Contractor's request for relief or other action by the Contracting Officer.

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

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(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.

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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.

ARTICLE 8. PAYMENTS TO CONTRACTOR—The District will pay the contract price or prices as hereinafter provided in accordance with District and Federal regulations.

The District will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. The Contractor shall furnish a breakdown of the total Contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the Contracting Officer, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site may also be taken into consideration:

1. If such consideration is specifically authorized by the Contract;
2. If the Contractor furnishes satisfactory evidence that he has acquired title to such material, that it meets Contract requirements and that it will be utilized on the work covered by the Contract; and
3. If the Contractor furnishes to the Contracting Officer an itemized list.

The Contracting Officer at his/her discretion shall cause to be withheld retention in an amount sufficient to protect the interest of the District of Columbia. The amount shall not exceed ten percent (10%) of the partial payment. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize any of the remaining progress payments to be made in full or may retain from such remaining partial payments less than 10 percent thereof. Also, whenever work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the District, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made therefore without retention of a percentage, less authorized deductions.

All material and work covered by progress payments made shall thereupon become the sole property of the District, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the District to require the fulfillment of all of the terms of the Contract.

Upon completion and acceptance of all work, the amount due the Contractor under the Contract shall be paid upon presentation at a properly executed voucher and after the Contractor shall have furnished the District with a release, if required, of all claims against the District arising by virtue of the Contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release.

ARTICLE 9. TRANSFER OR ASSIGNMENT—Unless otherwise provided by law, neither the Contract nor any interest therein may be transferred or assigned by the Contractor to any other party without the written consent of the Contracting Officer nor without the written acceptance by the surety on the performance and payment bond securing the Contract of the assignee as the Contractor and the principal on such bond; and any attempted transfer or assignment not authorized by this Article shall constitute a breach of the Contract and the District may for such cause terminate the right of the Contractor to proceed in the same manner as provided in Article 5 herein, and the Contractor and his sureties shall be liable to the District for any excess cost occasioned the District thereby.

ARTICLE 10. MATERIAL AND WORKMANSHIP

- A. **GENERAL**—Unless otherwise specifically provided in the Contract, all equipment, material and articles incorporated in the work covered by the Contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Contract, reference to any equipment, material, article or patented

process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition., and the Contractor may use any equipment, material, article or process which, in the judgment of the Contracting Officer, is equivalent to that named unless otherwise specified. The Contractor shall furnish to the Contracting Officer for his approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the mechanical and other equipment which the Contractor contemplates incorporating in the work. Machinery and equipment shall be in proper condition. When required by the Contract or when called for by the Contracting Officer, the Contractor shall furnish to the Contracting Officer for approval full information concerning the material or articles which he contemplates incorporating in the work. When so directed, samples shall be submitted for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles installed or used without required approval shall be at the risk of subsequent rejection and subject to satisfactory replacement at Contractor's expense.

- B. SURPLUS MATERIALS USE**—Whenever specified in the Contract or authorized by the Contracting Officer that materials become the property of the Contractor, which by reference or otherwise shall include disposal of materials, it is understood that the Contractor accepts such materials “as is” with no further expense or liability to the District. If such material specified in the Contract will have a potential or real interest of value, the Contractor shall make allowance in the Contract to show such value.
- C. DISTRICT MATERIAL**—No materials furnished by the District shall be applied to any other use, public or private, than that for which they are issued to the Contractor. The full amount of the cost to the District of all materials furnished by the District to the Contractor and for which no charge is made, which are not accounted for by the Contractor to the satisfaction of the Contracting Officer, will be charged against the Contractor and his sureties and may be deducted from any monies due the Contractor, and this charge shall be in addition to and not in lieu of any other liabilities of the Contractor whether civil or criminal. Materials furnished by the District for which a charge is made at a rate mentioned in the specifications will be delivered to the Contractor upon proper requisitions therefore and will be charged to his account.
- D. Plant** —The Contractor shall at all times employ sufficient tools and equipment for prosecuting the various classes of work to full completion in the manner and time required. The Contractor shall at all times perform work in sufficient light and shall provide proper illumination, including lighting required for night work as directed, as a Contract requirement. All equipment, tools, formwork and staging used on the project shall be of sufficient size and in proper mechanical and safe condition to meet work requirements, to produce satisfactory work quality and to prevent injury to persons, the project or adjacent property. When methods and equipment are not prescribed in the Contract, the Contractor is free to use tools, methods and equipment that he satisfactorily demonstrates will accomplish the work in conformity with Contract requirements.

If the Contractor desires to use a method or type of tool or equipment other than specified in the Contract, he shall request approval to do so; the request shall be in writing and shall include a full description of proposed methods, tools and equipment and reason for the change or substitution. Approval of substitutions and changed methods will be on condition that the Contractor will be fully responsible for producing work meeting Contract requirements. If after trial use of the substituted methods, tools and equipment, the Contracting Officer determines that work produced does not meet Contract requirements, the Contractor shall complete remaining work with specified methods, tools and equipment.

- E. CAPABILITY OF WORKERS-** All work under the Contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require the Contractor to remove from the work any such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Contracting Officer to be contrary to the public interest. Such request will be in writing:

- F. CONFORMITY OF WORK AND MATERIALS**—All work performed and materials and products furnished shall be in conformity, within indicated tolerances, with lines, grades, cross sections, details, dimensions, material and construction requirements shown or intended by the drawings and specifications.

When materials, products or work cannot be corrected, written notice of rejection will be issued. Rejected materials, products and work shall be eliminated from the project and acceptably replaced at Contractor's expense. The Contracting Officer's failure to reject any portion of the project shall not constitute implied acceptance nor in any way release the Contractor from Contract requirements.

- G. UNAUTHORIZED WORK AND MATERIALS**—Work performed or materials ordered or furnished for the project deviating from requirements without written authority, will be considered unauthorized and at Contractor's expense. The District is not obligated to pay for unauthorized work. Unauthorized work and materials may be ordered removed and replaced at Contractor's expense.

ARTICLE 11. INSPECTION AND ACCEPTANCE—Except as otherwise provided in the Contract, inspection and test by the District of material and workmanship required by the Contract shall be made at reasonable times and at the site of the work, unless the Contracting Officer determines that such inspection or test of material which is to be incorporated in the work shall be made at the place of production, manufacture or shipment of such material. To the extent specified by the Contracting Officer at the time of determining to make off-site inspection or test, such inspection or test shall be conclusive as to whether the material involved conforms to Contract requirements. Such off-site inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the District after acceptance of the completed work under the terms of the last paragraph of this Article, except as herein above provided.

The Contractor shall, without charge, replace any material and correct any workmanship found by the District not to conform to Contract requirements, unless in the public interest the District consents to accept such material or workmanship with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises at Contractor's expense.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the District:

1. May, by contract or otherwise, replace such material and correct such workmanship and charge the cost thereof to the Contractor, or
2. May terminate the Contractor's right to proceed in accordance with Article 5 herein.

The Contractor shall furnish promptly, without additional cost to the District, all facilities, labor and material reasonably needed for performing such safe and convenient inspection and test as may be required by the Contracting Officer. All inspections and tests by the District shall be performed in such manner as not unnecessarily to delay the work. Special, full size, and performance tests shall be performed as described in the Contract. The Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready for inspection at the time specified by the Contractor.

Should it be considered necessary or advisable by the Contracting Officer at any time before acceptance of the work, either in part or in its entirety, to make an examination of work completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material to do same. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, an equitable adjustment shall be made in the Contract price

to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted an equitable extension of time.

Unless otherwise provided in the Contract, acceptance by the District will be made as promptly as practicable after completion and inspection of all work required by the Contract. Acceptance shall be final and conclusive except as regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the District's rights under any warranty or guaranty.

ARTICLE 12. SUPERINTENDENCE BY CONTRACTOR—The Contractor shall give his personal superintendence to the performance of the work or have a competent foreman or superintendent, satisfactory to the Contracting Officer, on the work site at all times during progress, with authority to act for him.

ARTICLE 13. PERMITS AND RESPONSIBILITIES—The Contractor shall, without expense to the District, be responsible for obtaining any necessary licenses, certificates and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety, health and environmental precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

ARTICLE 14. INDEMNIFICATION—The Contractor shall indemnify and save harmless the District and all of its officers, agents and servants against any and all claims or liability arising from or based on, or as a consequence or result of, any act, omission or default of the Contractor, his employees, or his subcontractors, in the performance of, or in connection with, any work required, contemplated or performed under the Contract.

ARTICLE 15. PROTECTION AGAINST TRESPASS—Except as otherwise expressly provided in the Contract, the Contractor is authorized to refuse admission either to the premises or to the working space covered by the Contract to any person whose admission is not specifically authorized in writing by the Contracting Officer.

ARTICLE 16. CONDITIONS AFFECTING THE WORK

- A. GENERAL**—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work and the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work as specified without additional expense to the District. The District assumes no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the Contract, unless such understanding or representation by the District is expressly stated in the Contract.
- B. WORK AND STORAGE SPACE**—Available work and storage space designated by the District shall be developed as required by the Contract or restored at completion of the project by the Contractor to a condition equivalent to that existing prior to construction. No payment will be made for furnishing or restoration of any work and storage space. If no area is designated or the area designated is not sufficient for the Contractor's operations, he shall obtain necessary space elsewhere at no expense or liability to the District.
- C. WORK ON SUNDAYS, LEGAL HOLIDAYS AND AT NIGHT**—No work shall be done at any time on Sundays or legal holidays or on any other day before 7 a.m. or after 7 p.m., except with the written permission of the Contracting Officer and pursuant to the requirements of the Police Requirements of the District.
- D. EXISTING FEATURES**—Subsurface and topographic information including borings data, utilities data and other physical data contained in the Contract or otherwise available, are

not intended as representations or warranties but are furnished as available information. The District assumes no expense or liability for the accuracy of, or interpretations made from, existing features. The Contractor shall be responsible for reasonable consideration of existing features above and below ground which may affect the project.

- E. UTILITIES AND VAULTS**—The Contractor shall take necessary measures to prevent interruption of service or damage to existing utilities within or adjacent to the project. It shall be the Contractor's responsibility to determine exact locations of all utilities in the field.

For any underground utility or vault encountered, the Contractor shall immediately notify the Contracting Officer and take necessary measures to protect the utility or vault and maintain the service until relocation by owner is accomplished. No additional payment will be made for the encountering of these obstructions.

In case of damage to utilities by the Contractor, either above or below ground, the Contractor shall restore such utilities to a condition equivalent to that which existed prior to the damage by repairing, rebuilding or otherwise restoring as may be directed, at the Contractor's sole expense. Damaged utilities shall be repaired by the Contractor or, when directed by the Contracting Officer, the utility owner will make needed repairs at the Contractor's expense.

No compensation, other than authorized time extensions, will be allowed the Contractor for protective measures, work interruptions, changes in construction sequence, changes in methods of handling excavation and drainage or changes in types of equipment used, made necessary by existing utilities, imprecise utility or vault information or by others performing work within or adjacent to the project.

- F. SITE MAINTENANCE**—The Contractor shall maintain the project site in a neat and presentable manner throughout the course of all operations, and shall be responsible for such maintenance until final acceptance by the District. Trash containers shall be furnished, maintained and emptied by the Contractor to the satisfaction of the Contracting Officer. Excavated earthwork, stripped forms and all other materials and debris not scheduled for reuse in the project shall be promptly removed from the site.

The Contracting Officer may order the Contractor to clean up the project site at any stage of work at no added expense to the District. If the Contractor fails to comply with this order, the Contracting Officer may require the work to be done by others and the costs will be charged to the Contractor.

Upon completion of all work and prior to final inspection, the Contractor shall clean up and remove from the project area and adjacent areas all excess materials, equipment, temporary structures, and refuse, and restore said areas to an acceptable condition.

- G. PRIVATE WORK**—Except as specifically authorized by the Contracting Officer, the Contractor shall not perform any private work abutting District projects with any labor, materials, tools, equipment, supplies or supervision scheduled for the Contract until all work under the Contract has been completed. Contract materials used for any unauthorized purpose shall be subtracted from Contract amount.

- H. DISTRICT OF COLUMBIA NOISE CONTROL ACT OF 1977**—The contractor shall be in strict compliance with D.C. Law 2-53, District of Columbia Noise Control Act of 1977 and all provisions thereof. Effective March 16, 1978. 24 D.C. Register 5293.

ARTICLE 17. OTHER CONTRACTS—The District may undertake or award other contracts for additional work and the Contractor shall fully cooperate with such other contractors and District employees and carefully coordinate his own work with such additional work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by District employees. The District assumes no liability, other than authorized time extensions, for Contract delays and damages resulting from delays and lack of progress by others.

ARTICLE 18. PATENT INDEMNITY—Except as otherwise provided, the Contractor agrees to indemnify the District and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Federal Government to be kept classified or otherwise withheld from issue) arising out of the performance of the Contract or out of the use or disposal, by or for the account of the District, of supplies furnished or construction work performed hereunder.

ARTICLE 19. ADDITIONAL BOND SECURITY—If any surety upon any bond furnished in connection with the Contract becomes unacceptable to the District, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the District, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the District and of persons supplying labor or materials in the prosecution of the work contemplated by the Contract. Provided that upon the failure of the Contractor to furnish such additional security within ten (10) days after written notice so to do, all payments under the Contract will be withheld until such additional security is furnished.

ARTICLE 20. 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 shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 21. APPOINTMENT OF ATTORNEY—The Contractor does hereby irrevocably designate and appoint the Clerk of the Superior Court of the District of Columbia and his successors 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, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to the Contract or the work required or performed hereunder.

The Contractor 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 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, pleading or other paper so served upon the said Clerk, provided that said Clerk shall have deposited in the United States mail, certified and postage prepaid, a copy of such process, notice, pleading or other papers addressed to the Contractor at the address stated in the Contract.

ARTICLE 22. 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.

ARTICLE 23. WAIVER—No waiver of any breach of any provision of the Contract shall operate as a waiver of such provision or of the Contract or as a waiver of subsequent or other breaches of the same or any other provision of the Contract; nor shall any action or non-action by the Contracting Officer or by the Mayor be construed as a waiver of any provision of the Contract or of any breach thereof unless the same has been expressly declared or recognized as a waiver by the Contracting Officer or the Mayor in writing.

ARTICLE 24. BUY AMERICAN

- A. AGREEMENT**—In accordance with the Buy American Act (41 USC 10a-10d), and Executive Order 10582, December 17, 1954 (3 CFR, 1954-58 Comp., p. 230), as amended by Executive Order 11051, September 27, 1962 (3 CFR, 1059—63 Comp., p. 635), the Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men and suppliers in the performance of the Contract, except for non-domestic material listed in the Contract.
- B. DOMESTIC CONSTRUCTION MATERIAL**—"Construction material" means any article, material or supply brought to the construction site for incorporation in the building or work. An unmanufactured construction material is a "domestic construction material" if it has been mined or produced in the United States. A manufactured construction material is a "domestic construction material" if it has been manufactured in the United States and if the cost of its components which have been mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. "Component" means any article, material, or supply directly incorporated in a construction material. -
- C. DOMESTIC COMPONENT**—A component shall be considered to have been "mined, produced, or manufactured in the United States" regardless of its source, in fact, if the article, material or supply in which it is incorporated was manufactured in the United States and the component is of a class or kind determined by the District to be not mined, produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality.
- D. FOREIGN MATERIAL** – When steel materials are used in a project a minimal use of foreign steel is permitted. The cost of such materials can not exceed one-tenth of one percent of the total project cost, or \$2,500,000, whichever is greater.

ARTICLE 25. TAXES

- A. FEDERAL EXCISE**—Materials, supplies and equipment are not subject to the Federal Manufacturer's Excise Tax, if they are furnished or used in connection with the Contract provided that title to such materials, supplies and equipment passes to the District under the Contract. The Contractor shall in such cases furnish his subcontractors and suppliers with a purchaser's certificate in the form prescribed by the U.S. Internal Revenue Service.
- B. SALES AND USE TAXES**—Materials which are physically incorporated as a permanent part of real property are not subject to District of Columbia Sales and Use Tax. The Contractor shall, when purchasing such materials, furnish his suppliers with a Contractor's Exempt Purchase Certificate in the form prescribed in the Sales and Use Tax Regulations of the District of Columbia. Where the Contractor, subcontractor or material man has already paid the Sales and Use Tax on material, as prescribed above, the Sales and Use Tax Regulations of the District of Columbia permit the Contractor, subcontractor or material man to deduct the sales or use tax on the purchase price of the same on his next monthly return as an adjustment. However, the Contractor, subcontractor or material man must satisfy the Chief Financial Officer for the District of Columbia that no sum in reimbursement of such tax was included in the Contract or else that the District has received a credit under the Contract in an amount equal to such tax.

District of Columbia Sales and Use Tax shall be paid on any material and supplies, including equipment rentals, which do not become a physical part of the finished project. (See District of Columbia Sales and Use Tax Administration Ruling No. 6).

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the provisions of D.C. Law 9-260, as amended, codified in D.C. Code 46-103, Employer Contributions, prior to award.

Material and supplies required under contracts relating to Glenn Dale Hospital, Glenn Dale, Maryland, and Children's Center, Laurel, Maryland, are subject to the Maryland State Sales and Use Tax, effective July 1, 1968. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS. Contracts relating to Department of Corrections, Lorton, Virginia, are subject to the Virginia Retail Sales and Use Tax, effective September 1, 1966, when incorporated in public works contracts of the District. BIDDERS SHALL INCLUDE SUCH TAX IN THEIR BIDS.

The Contractor, subcontractor, or material supplier shall provide proof of compliance with the applicable tax filing and licensing requirements set forth in D.C. Code, Title 47, Taxation and Fiscal Affairs, prior to contract award.

ARTICLE 26. SUSPENSION OF WORK—The Contracting Officer may order the Contractor in writing to suspend, delay or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the District.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Contracting Officer in the administration of the Contract, or by his failure to act within the time specified in the Contract (or if no time is specified, within a reasonable time), an adjustment will be made for an increase in the cost of performance of the Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified in writing accordingly. However, no adjustment will be made under this Article for any suspension, delay or interruption to the extent:

1. That performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the contractor, or
2. For which an equitable adjustment is provided or excluded under any other provision of the Contract.

No claim under this Article shall be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Contract.

ARTICLE 27. SAFETY PROGRAM

- A. GENERAL**—In order to provide safety controls for the protection of the life and health of District and Contract employees and the general public; prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruptions in the performance of the Contract, the Contractor shall comply with all applicable Federal and local laws governing safety, health and sanitation including the Safety Standards, Rules and Regulations issued by the American National Standards, U. S. Department of Labor, U. S. Department of Health and Human Services, D. C. Minimum Wage and Industrial Safety Board and the latest edition of "Manual of Uniform Traffic Control Devices" issued by the Federal Highway Administration.

The Contractor shall also take or cause to be taken such additional safety measures as the Contracting Officer may determine to be reasonably necessary.

The Contractor shall designate one person to be responsible for carrying out the Contractor's obligation under this Article.

The Contractor shall maintain an accurate record of all accidents resulting in death, injury, occupational disease, and/or damage to property, materials, supplies, and equipment incident to work performed under the Contract. Copies of these reports shall be furnished to the Contracting Officer within two working days after occurrence.

The Contracting Officer will notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or his representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

This Article is applicable to all subcontractors used under the Contract and compliance with these provisions by the subcontractors will be the responsibility of the Contractor.

(In Contracts involving work of short duration or of non-hazardous character, the following Section B. will be deleted by Special Provision)

B. CONTRACTOR'S PROGRAM SUBMISSION—Prior to commencement of the work, the Contractor shall:

1. Submit in writing to the Contracting Officer for his approval his program for complying with this Article for accident prevention.
2. Meet with the Contracting Officer's Safety Representative after submission of the above program to develop a mutual understanding relative to the administration of the overall safety program.

ARTICLE 28. RETENTION OF RECORDS—Unless otherwise provided in the Contract, or by applicable statute, the Contractor, from the effective date of Contract completion and for a period of three years after final settlement under the Contract, shall preserve and make available to the District at all reasonable times at the office of the Contractor but without direct charge to the District, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under the Contract.

ARTICLE 29. 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 Contract to satisfy, in whole or part, any debt due the District.

**LABOR PROVISIONS
(Construction Contract)**

ARTICLE 1. DAVIS-BACON ACT (40 USC 276a-276a 7) —Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000 for construction alteration, and/or repair, including painting and decorating of public buildings and public works and which requires or involves the employment of mechanics and/or laborers shall be subject to the Davis-Bacon Act provisions as follows:

A. MINIMUM WAGES—

1. All mechanics and laborers employed or working upon the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the United States Department of Labor, hereinafter referred to as the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such Laborers and mechanics; and the wage determination decision shall be posted by the contractor at the site of the work in a prominent place where it can be easily seen by the workers. For the purpose of this clause, contributions made or costs reasonably anticipated under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv). Also for the purpose of this clause; regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.
2. The contracting officer shall require that any class of laborers or mechanics, including apprentices and trainees, which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified conformably to the wage determination and a report of the action taken shall be sent by the Contracting Officer to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics, including apprentices and trainees, to be used, the question accompanied by the recommendation of the Contracting Officer shall be referred to the Secretary for final determination.
3. The Contracting Officer shall require, whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly wage rate and the contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Contracting Officer, shall be referred to the Secretary of Labor for determination.
4. If the Contractor does not make payments to a trustee or other third person, he may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program of a type expressly listed in the wage determination decision of the Secretary of Labor which is a part of this contract: Provided, however, The Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the

contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

B. WITHHOLDING.—The Contracting Officer may withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor or any subcontractor on the work the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, all or part of the wages required by the contract, the District may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

C. PAYROLLS AND BASIC RECORDS. —

1. Payrolls and basic records relating thereto will be maintained during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work, or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project. Such records will contain the name and address of each such employee, his correct classification, rates of pay. (including rates of contributions or costs anticipated of the types described in section I(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(I) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing, to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
2. The contractor will submit weekly a copy of all payrolls to the Contracting Officer if the agency is a party to the contract, but if the agency is not such a party the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Contracting Officer. The copy shall be accompanied by a statement signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and that the classifications set forth for each laborer or mechanic conform with the work he performed. A submission of a "Weekly Statement of Compliance" which is required under this contract and the Copeland regulations of the Secretary of Labor (29 CFR, Part 3) and the filing with the initial payroll or any subsequent payroll of a copy of any findings by the Secretary of Labor under 29 CFR 5.5(a)(1)(iv) shall satisfy this requirement. The prime contractor shall be responsible for the submission of copies of payrolls of all subcontractors. The contractor will make the records required under the labor standards clauses of the contract available for inspection by authorized representatives of the District and the Department of Labor, and will permit such representatives to interview employees during working hours on the job. Contractors employing apprentices or trainees under approved programs shall include a notation on the first weekly certified payrolls submitted to the Contracting Officer that their employment is pursuant to an approved program and shall identify the program.

ARTICLE 2. CONVICT LABOR (18 USC 438)—Convict labor shall not be used on Contract work unless otherwise provided by law.

ARTICLE 3. APPRENTICES AND TRAINEES

- A. APPRENTICES**—Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with the Apprenticeship Council, D.C. Department of Labor. The allowance ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor a to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not a trainee as defined in Section B. of this Article or is not registered as above, shall be paid the wage rate determined by the Secretary of Labor or the classifications of work he actually performed. The Contractor and Subcontractor shall furnish to the Contracting Officer written evidence of the registration of his appropriate ratios and wage rates for the areas of construction, prior to using any apprentice on the Contract.
- B. TRAINEES**—Trainees will be permitted to work as such when they are bona fide trainees employed pursuant to a program approved by the Contracting Officer and Apprenticeship Council, D.C. Department of Labor.
- C. REQUIREMENTS**—The Contractor agrees to hire for the performance of the Contract a number of apprentices or trainees or both, in each occupation, which bears to the average number of the journeymen in that occupation to be employed in the performance of the Contract the applicable ratios as determined by the Apprenticeship Council, D. C. Department of Labor.
1. The Contractor shall assure that 25 percent of such apprentices or trainees in each occupation are in their first year of training, when feasible. Feasibility here involves a consideration of:
 - a. The availability of training opportunities for first year apprentices;
 - b. The hazardous nature of the work for beginning workers;
 - c. Excessive unemployment of apprentices in their second and subsequent years of training.
 2. The Contractor shall maintain records of employment, by trade, of the number of apprentices and trainees, apprentices and trainees by first year of training, and of journeymen, and the wages paid and hours of work of such apprentices, trainees and journeymen. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 3. The Contractor who claims compliance based on the criterion stated in 29 CFR5.a. agrees to maintain records of employment as described in 29 CFR5.a..3(a)(2) on non-governmental and non-governmentally assisted construction work done during the performance of the Contract in the same labor market area. The Contractor shall make these records available for inspection upon request of the Contracting Officer and the Apprenticeship Council, D. C. Department of Labor.
 4. The Contractor agrees to supply one copy of the written notices as required in accordance with 29 CFR. 5.a.4(c) at the request of the Contracting Officer. The Contractor shall supply at 3 month intervals during performance of the Contract and after completion of the Contract performance a statement containing a breakdown by craft of hours worked and wages paid for first year apprentices and trainees, other apprentices and trainees, and journeymen. Two copies of the statement shall be submitted to the Contracting Officer, who will submit a copy to the Apprenticeship Council, D. C. Department of Labor.

5. Section 5, D. C. Law 2—156, AC] 2—325, dated December 29, 1978, is hereby incorporated as part of this Amendment as follows:

“All prime contractors and subcontractors who contract with the District of Columbia Government to perform construction or renovation work with a single contract or cumulative contracts of at least \$500,000, let within a twelve (12) month period, shall be required to register an apprentice.—ship program with the District of Columbia Apprenticeship Council.” 25 D.C. Register 6991.

ARTICLE 4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 327- 330)

- A. OVERTIME BASIS**—Each Contractor and subcontractor at any tier contracting for any part of Contract work which may require or involve the employment of laborers, mechanics, watchmen or guards, apprentices or trainees shall not require or permit any laborer, mechanic, watchman or guard, apprentice or trainee in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek unless such laborer, mechanic, watchman or guard, apprentice or trainee receives compensation at a rate not less than one and one—half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, as the case may be.
- B. LIABILITY FOR UNPAID WAGES**—In the event of violation of the provisions of Section A, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the District for Liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman or guard, apprentice or trainee employed in violation of any provision of Section A, in the amount of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by Section A.

The Contracting Officer may withhold or cause to be withheld from the Contractor such sums as administratively determined to satisfy any liability of the Contractor and subcontractors for unpaid wages and liquidated damages as herein provided. In the event of failure to pay any laborer, mechanic, watchman, or guard, apprentice or trainee employed or working on the work site, all or part of the wages required by the Contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

- C. DISPUTES**—Any Contractor or subcontractor aggrieved by the withholding of a sum as liquidated damages as provided shall have the right, within sixty (60) days thereafter, to appeal to the Contracting Officer in the case of liquidated damages withheld for the use and benefit of the District. The Contracting Officer shall have authority to review the administrative determination of liquidated damages and to issue a final order affirming such determination; or if it is found that the sum determined is incorrect or that the Contractor or subcontractor violated these Labor Provisions inadvertently notwithstanding the exercise of due care on his part and that of his agents, recommendations may be made to the Secretary of Labor that an appropriate adjustment in liquidated damages be made, or that the Contractor or subcontractor be relieved of liability for such liquidated damages. The Secretary will review all pertinent facts in the matter and may conduct such investigation as he deems necessary so as to affirm or reject the recommendation. The decision of the Secretary shall be final. In all such cases in which a Contractor or subcontractor may be aggrieved by a final order for the withholding of liquidated damages as herein before provided, the Contractor or subcontractor may, within sixty (60) days after such final order, file a claim per Article 7 of the General Provisions, provided, however, that final orders of the Contracting Officer or the Secretary of Labor as the case may be, shall be conclusive with respect to findings of fact if such findings are supported by substantial evidence.

- D. VIOLATION PENALTY**—If the Contractor or subcontractor who employs, directs & controls any laborer or mechanic employed in the performance of any work contemplated by the Contract, shall intentionally violate any provision herein, he shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six (6) months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof (Section 106 Title 1, P.L. 87—851, 40 USC Sec. 332, 76 Stat. 359).
- E. HEALTH AND SAFETY STANDARDS**—It is a condition. of the Contract, and shall be made a condition of each subcontract under the Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract to work in surroundings or wider working condition which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards per 29 CFR Part 1518.

The Secretary of Labor is authorized to make such inspections, hold such hearings, issue such orders, and make such decisions based on findings of fact, as are deemed necessary to gain compliance with this Section and any health and safety standard promulgated by the Secretary. In the event that the Secretary of Labor determines non-compliance under the provisions of this Section after an opportunity for an adjudicatory hearing by the Secretary of any condition of the Contract, the District shall have the right to cancel the Contract, and to enter into other contracts for the completion of the Contract work, charging any additional cost to the Contractor.

ARTICLE 5. COPELAND ACT (18 USC 874, and 40 USC 276c) - Each Contractor and subcontractor at any tier contracting for any part of Contract work in excess of \$2,000.00 shall be subject to the Copeland Act provisions as follow:

- A. DEFINITION**—As used in this Article, the term “employee” shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- B. WEEKLY COMPLIANCE STATEMENT**—The Contractor and each subcontractor engaged in the construction, prosecution, completion or repair of any public building or public work shall furnish each week a statement with respect to the wages paid each of his employees engaged on work covered by these Labor Provisions during the preceding weekly payroll period. The statement shall be executed by the Contractor or subcontractor, or by an authorized officer or employee of the Contractor or subcontractor, who supervises the payment of wages, and shall be on the form attached at the end of these Labor Provisions and entitled “Weekly Statement of Compliance” (Form No. DC 2640-11).

Each weekly statement required shall be delivered by the Contractor or subcontractor, within seven (7) days after regular payment date of the payroll period, to a representative of the Contracting Officer in charge at the site of the building or work. After each examination and check as may be made, such statement, or copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the US. Department of Labor.

Upon a written finding by the Contracting Officer, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this Section subject to such conditions as the Secretary of Labor may specify.

- C. PAYROLLS AND RECORDS**—The Contractor and each subcontractor shall preserve his weekly payroll records for a period of three (3) years from date of completion of the Contract. The payroll records shall set out accurately and completely the name, address- and Social Security Number of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the Contracting Officer, and by authorized representatives of the U.S. Department of Labor.

D. PAYROLL DEDUCTIONS NOT SUBJECT TO SECRETARY OF LABOR APPROVAL—

Deductions made under the circumstances or in the situations described in paragraphs of this Section may be made without application to and approval at the Secretary of Labor:

1. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
2. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
3. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the Contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
4. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer, or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities or retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met:
 - a. The deduction is not otherwise prohibited by law;
 - b. it is either voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of his employees;
 - c. No profit or other benefit is otherwise obtained, directly or indirectly, by the Contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
 - d. The deductions - shall serve the convenience and interest of the employee.
5. Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
6. Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal, State and District credit union statutes.
7. Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
8. Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

9. Any deduction to pay regular union initiation fees and membership dues, not including fines or special assessments; provided, however, that a collective bargaining agreement between the Contractor or subcontractor and representatives of his employees provides for such deductions and the deductions are not otherwise prohibited by law.

10. Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of Section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of said title. When such a deduction is made the additional records required under 516.25(a) of this title shall be kept.

E. PAYROLL DEDUCTIONS SUBJECT TO SECRETARY OF LABOR APPROVAL—The Contractor and any subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Section D. The Secretary may grant permission whenever he finds that:

1. The Contractor, subcontractor or any affiliated person does not make a profit or benefit directly from the deduction, either in the form of a commission, dividend or otherwise;
2. The deduction, is not otherwise prohibited by law;
3. The deduction is either:
 - a. voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - b. provided for in a bona fide collective bargaining agreement between the Contractor or subcontractor and representatives of its employees; and
4. The deduction serves the convenience and interest of the employee.

F. APPLICATIONS FOR SECRETARY OF LABOR APPROVAL—Any application for the making of payroll deductions under Section E. shall comply with the requirements prescribed in Paragraphs 1 through 5:

1. The application shall be in writing and shall be addressed to the Secretary of Labor.
2. The application shall identify the Contract under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
3. The application shall state affirmatively that there is compliance with the standards set forth in Section B. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
4. The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages proposed deduction would be made.
5. The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

G. ACTION BY SECRETARY OF LABOR UPON APPLICATIONS—The Secretary will decide whether or not the requested deduction is permissible under provisions of Section B, and shall notify the applicant in writing of his decision.

H. PROHIBITED PAYROLL DEDUCTIONS—Deductions not elsewhere stipulated and which are not found to be permissible under Section B are prohibited.

- I. METHODS OF PAYMENT OF WAGES**—The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible. No other methods of payment shall be recognized on work subject to the Copeland Act.

ARTICLE 6. RESERVED

ARTICLE 7. NONSEGREGATED FACILITIES—The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facility at any of his establishments; that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained; and that he will obtain and retain identical certifications from proposed subcontractors prior to award or subcontracts.

“Segregated facilities” shall mean any waiting room, work area, wash and rest rooms, restaurant and other eating area, time clock, locker room and other storage or dressing area, parking lot, drinking fountain, recreation or entertainment area, transportation and housing facility, provided for employees which is segregated by explicit directive or is segregated on the basis of race, color, age, sex, religion or national origin, because of habit, local custom or otherwise. Penalty for violation or making false statements is prescribed in 18 USC 1001.

**DISTRICT OF COLUMBIA
WEEKLY STATEMENT OF COMPLIANCE
(Construction)**

Project No. Invitation No.	Contract No.	Date
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WAGES AND HOURS

	Total This Period	Total To Date
Straight Time Hours Worked		
Overtime Hours Worked		
Overtime and Straight Time Hours Combined		
Wages Earned		

I, _____, _____
(Name of signatory party) (Title)

do hereby state

(1) That I pay or supervise the payment of the persons employed by _____

_____ on the _____;
(Contractor or Subcontractor) (Building or Work)

that during the payroll period commencing on the _____ day of _____, 19____, and ending on the _____ day of _____, 19____, all persons employed on said project have been paid full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

(Contractor or Subcontractor)
 from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in 29 CFR Part 3 issued by the Secretary of Labor under the Copeland Act as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 537; 40 USC 276c), and described below:

(2) That any payroll otherwise under the Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentice employed in the above period is duly registered in a bona fide apprenticeship program registered with the Bureau of Apprenticeship Training, U.S. Department of Labor.

NOTE—Fringe Benefits Statement and Signature Block are on reverse.

Form No. DC 2640-11

[illegible]

ATTACHMENT J.2

WAGE DETERMINATION

"General Decision Number: DC20230002 06/02/2023

Superseded General Decision Number: DC20220002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	04/07/2023
3	05/05/2023
4	06/02/2023

ASBE0024-007 04/01/2021

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 39.27	18.67+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 04/01/2021

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 24.46	8.69+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 04/01/2021

	Rates	Fringes
FIRESTOPPER.....	\$ 29.41	8.73+a

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

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRDC0001-002 04/30/2023

	Rates	Fringes
BRICKLAYER.....	\$ 36.50	13.47

CARP0197-011 05/01/2022		
	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 31.40	13.86

CARP0219-001 05/01/2022		
	Rates	Fringes
MILLWRIGHT.....	\$ 36.00	14.07

CARP0441-001 05/01/2022		
	Rates	Fringes
PILEDRIVERMAN.....	\$ 34.62	13.45

ELEC0026-016 12/06/2021		
	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 50.00	20.49

ELEC0026-017 09/07/2022		
	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 33.95	11.39
SCOPE OF WORK: Includes low voltage construction, installation, maintenance and removal of teledata facilities (voice, data and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, VSAT, bypass, CATV, WAN (Wide area networks), LAN (Local area networks) and ISDN (Integrated systems digital network). WORK EXCLUDED: The installation of computer systems in industrial applications such as assembly lines, robotics and computer controller manufacturing systems. The installation of conduit and/or raceways shall be installed by Inside Wiremen. On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway or conduit not greater than 10 feet. Fire alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit. All HVAC control work.		

ELEV0010-001 01/01/2023		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.49	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

* IRON0005-005 06/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 36.10	25.19

* IRON0005-012 05/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.70	23.33

LABO0011-009 06/01/2022

	Rates	Fringes
LABORER: Skilled.....	\$ 27.48	8.98

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

MARB0002-004 04/30/2023

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 43.16	20.28

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

MARB0003-006 04/30/2023

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 33.41	12.67

MARB0003-007 04/30/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 27.68	11.63

MARB0003-008 04/30/2023

	Rates	Fringes
TILE SETTER.....	\$ 33.41	12.67

MARB0003-009 04/30/2023

	Rates	Fringes
TILE FINISHER.....	\$ 27.68	11.63

PAIN0051-014 06/01/2022

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2 million and under.....	\$ 29.92	13.35
Glazing Contracts over \$2 million.....	\$ 34.16	13.35

PAIN0051-015 06/01/2022

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and Drywall Finisher.....	\$ 26.61	11.41

PLAS0891-005 07/01/2021

	Rates	Fringes
PLASTERER (Including Fireproofing).....	\$ 30.53	7.93

PLAS0891-006 02/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.82	11.68

PLUM0005-010 08/01/2022

	Rates	Fringes
PLUMBER.....	\$ 48.00	20.75+a

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

PLUM0602-008 08/01/2022

Rates	Fringes
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PIPEFITTER, Includes HVAC
Pipe Installation.....\$ 47.98 23.20+a

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

ROOF0030-016 07/01/2022

	Rates	Fringes
ROOFER.....	\$ 32.26	14.71

SFDC0669-002 04/01/2023

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.46	25.22

SHEE0100-015 11/01/2021

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 44.37	21.33+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's
Birthday, Memorial Day, Independence Day, Labor Day,
Veterans Day, Thanksgiving Day and Christmas Day

* SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04 **	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40 **	2.85

LABORER: Mason Tender for
pointing, caulking, cleaning
of existing masonry, brick,
stone and cement structures
(restoration work); excludes
pointing, caulking and
cleaning of new or
replacement masonry, brick,
stone and cement.....\$ 11.67 **

POINTER, CAULKER, CLEANER,
Includes pointing, caulking,
cleaning of existing masonry,
brick, stone and cement
structures (restoration
work); excludes pointing,
caulking, cleaning of new or
replacement
masonry, brick, stone or
cement.....\$ 18.88

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

ATTACHMENT J.3

EQUAL EMPLOYMENT OPPORTUNITY

BUSINESS LETTERHEAD HERE

EEO POLICY COMMITMENT

_____ (NAME OF CONTRACTOR/BUSINESS) SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, OR DISABILITY.^{1 2}

_____ (NAME OF CONTRACTOR/BUSINESS) AGREES TO EQUAL EMPLOYMENT OPPORTUNITY FOR ALL APPLICANTS AND THAT ALL EMPLOYEES ARE TREATED EQUALLY 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, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY OR CREDIT INFORMATION. THE EQUAL EMPLOYMENT OPPORTUNITY 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.

_____ (NAME OF CONTRACTOR/BUSINESS) AGREES TO POST IN CONSPICUOUS PLACES THE ABOVE PROVISIONS CONCERNING NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

_____ (NAME OF CONTRACTOR/BUSINESS) SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO MAYOR'S ORDER 85-85, "COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY OBLIGATIONS IN CONTRACTS" AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, SUBSECTIONS 1103.2 THROUGH 1103.10 OF 33 DCR 4952 (PUBLISHED AUGUST 15, 1986).

_____ (NAME OF CONTRACTOR/BUSINESS) AGREES TO PERMIT ACCESS TO ALL BOOKS, RECORDS, AND ACCOUNTS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

_____ (NAME OF CONTRACTOR/BUSINESS) AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA, INCLUDING MAYOR'S ORDER 85-85, THE RULES IMPLEMENTING MAYORS ORDER 85-85, AND THE DC HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01, ET SEQ.

_____ (NAME OF CONTRACTOR/BUSINESS) SHALL INCLUDE AS EXPRESS CONTRACTUAL PROVISIONS THE LANGUAGE CONTAINED IN SUBSECTIONS 1103.2 THROUGH 1103.10 OF 33 DCR 4952 (PUBLISHED AUGUST 15, 1986), SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

¹ Familial status, source of income, place of residence, and place of business are not currently protected under the employment section of the D.C. Human Rights Act, D.C. Code §2-1402.11.

² D.C. Code § 2-1401.03(b) does not prohibit any religious organization, from limiting employment, admission or giving preference to persons of the same religion if such act is calculated to promote religious principles for which the organization is established or maintained. This shall not be construed to **exempt** such organizations from the general anti-discrimination provision under the D.C. Human Rights Act and Chapter 11 - Equal Employment Opportunity Requirements in DC Government Contracts, § 1103.2.

NAME OF AUTHORIZED OFFICIAL AND TITLE

DATE

SIGNATURE OF AUTHORIZED OFFICIAL

FIRM/ORGANIZATION

BUSINESS LETTERHEAD HERE

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, "COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN CONTRACTS," EFFECTIVE JUNE 10, 1985, THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952 (PUBLISHED AUGUST 15, 1986), AND THE DC HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01, ET SEQ. ("D.C. HUMAN RIGHTS ACT") 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, THE IMPLEMENTING RULES, AND THE D.C. HUMAN RIGHTS ACT. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF

_____ (VENDER/COMPANY), HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, AND THE D.C. HUMAN RIGHTS ACT. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS REFERENCED HEREIN IF AWARDED THE D.C. GOVERNMENT CONTRACT 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 PROVISIONS.

NAME OF CONTRACTOR

NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CONTRACT NUMBER/SOLICITATION NUMBER/BID 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 to comply with Section D of this report ONLY. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) ☐ Single-establishment Employer Report	Multi-establishment Employer (2) ☐ Consolidated Report (3) ☐ Headquarters Report (4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) ☐ Special Report
2. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION OFFICIAL (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	
Address (Number and street)	City or Town Country State Zip Code
b. Employer Identification No.	
2. Establishment for which this report is filed.	
OFFICIAL USE ONLY	
a. Name of establishment	
Address (Number and street)	City or Town Country State Zip Code
b. Employer Identification No.	
3. Parent of affiliated Company	
a. Name of parent or affiliated Company	b. Employer Identification No.
Address (Number and street)	City or Town Country State Zip Code
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? ☐ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? ☐ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis
OFFICIAL USE ONLY	
3. 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.	
4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). ☐ YES ☐ NO	

SECTION D – EMPLOYMENT DATA

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

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

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE

ATTACHMENT J.5 & J.6

LIVING WAGE FACT SHEET & LIVING WAGE NOTICE

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

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

Effective January 1, 2023 until June 30, 2023, the living wage rate is \$16.50 per hour.

Effective July 1, 2023, the District's Minimum Wage and Living Wage will increase to \$17.00.

The requirement to pay a living wage applies to:

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

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

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

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

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

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

Effective January 1, 2023 until June 30, 2023, the living wage rate is \$16.50 per hour.

Effective July 1, 2023, the District's Minimum Wage and Living Wage will increase to \$17.00 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

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

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

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

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

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

ATTACHMENT J.7

TAX CERTIFICATION AFFIDAVIT

(Certificate of Clean Hands)

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

Authorized Agent

Name of Organization/Entity

Business Address (include zip code)

Business Phone Number

Authorized Agent

Principal Officer Name and Title

Square and Lot Information

Federal Identification Number

Contract Number

Unemployment Insurance Account No.

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

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

Signature of Authorizing Agent

Title

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

ATTACHMENT J.8

SUBCONTRACTING PLAN



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects (agency contracts & private projects with District subsidy)** over \$250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), and if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options, and extension, it can only be amended by the Director of the Department of Small & Local Business Development

SUBMISSION OF CBE PLAN:

- ◇ For **agency** solicitations – submit to agency with bid/proposal.
- ◇ For **agency** options & extensions – submit to agency before option or extension exercised.
- ◇ For **public private projects** – submit to DSLBD, agency project manager and with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs AND CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

SUBCONTRACTING CREDIT PURSUANT D.C. LAW 24-39:

Pursuant to the Coronavirus Support Temporary Amendment Act of 2021 and the Public Emergency Extension and Eviction and Utility Moratorium Phasing Emergency Amendment Act of 2021, contracts awarded during the Public Health Emergency shall receive credit as follows:

- (1) For every dollar expended by a beneficiary with a resident-owned business, the beneficiary shall receive a credit for \$1.10 against the CBE minimum expenditure.
- (2) For every dollar expended by a beneficiary with a disadvantaged business enterprise, the beneficiary shall receive a credit for \$1.25 against the CBE minimum expenditure.
- (3) For every dollar expended by a beneficiary that uses a company designated as both a disadvantaged business enterprise and as a resident-owned business, the beneficiary shall receive a maximum credit for \$1.30 against the CBE minimum expenditure.

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the **ENTIRE government-assisted project** with *its own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract to SBEs.

BENEFICIARY (✓ which applies ☐ Prime Contractor or ☐ Developer) INFORMATION:		
Company:	Contact #:	Email address:
Street Address:		City/ State/ Zip Code:
✓ all that applies, Company is:		
☐ a SBE ☐ a CBE CBE Certification Number:		
☐ WILL perform the ENTIRE agency contract or private project with its own organization and resources		
☐ WILL subcontract a portion of the agency contract or private project		
Company's point of contact for agency contract or private project:		
Point of Contact:	Title:	
Contact #:	Email address:	
Street Address:		



GOVERNMENT-ASSISTED PROJECT (☒ which applies ☐ Agency Contractor or ☐ Private Project) INFORMATION:	
AGENCY SOLICITATION Solicitation Number: _____ Solicitation Due Date: _____ Agency: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Dollar Amount of Contract: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of all CBE subcontracts: \$ _____ (include every lower tier) ☒ if applicable: ☐ IDIQ, BPA, HCA or NTE Contract (i.e., the subcontracting requirement will be adjusted accordingly to the realized contract value.)	PRIVATE PROJECT District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: _____ (include pre-construction and construction costs) 35% of the Total Development Project Budget: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE subcontracts: \$ _____

SBE/CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/CBE CONTRACTOR/ SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (i.e., 35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.) OPERATORS and MANAGEMENT SERVICE PROVIDERS: The OLG shall only issue an operator license or management services provider license if the applicant in conjunction with its application for license, submits to DSLBD for approval, a CBE Plan that demonstrates that at least 35% of the applicant's operating budget will be contracted with one or more CBEs.)			
CBE Company Name	Address	Contractor/ Subcontractor Tier (1 st , 2 nd , 3 rd ...)	Description of contract/subcontract scope of work to be performed that shall be for a commercially useful function related to sports wagering.
_____	_____	_____	_____
Period of Contract/Subcontract: _____ Price to be paid to the SBE/CBE Contractor/Subcontractor: \$ _____ ☒ all that applies: ☐ a SBE ☐ a CBE Current CBE Certification Number: _____ ☐ a SBE/CBE will perform the ENTIRE contract/ subcontract with its own organization and resources ☐ a SBE/CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)			SBE/CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____



SBE/CBE CONTRACTOR/ SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaran
The OLG shall only issue an operator license or management services provider license if the applicant in cunction with its application for license, submits to DSLBD for approval, a CBE Plan that demonstrates that at least 35% of the applicant's operating budget will be contracted with one or more CBEs.)

CBE Company Name	Address	Contractor/ Subcontractor Tier (1 st , 2 nd , 3 rd ...)	Description of contract/subcontract scope of work to be performed that shall be for a commercially useful function related to sports wagering.

Period of Contract/Subcontract: _____

Price to be paid to the SBE/CBE Contractor/Subcontractor: \$_____

☒ all that applies:
☐ a SBE ☐ a CBE Current CBE Certification Number: _____
☐ a SBE/CBE will perform the ENTIRE contract/ subcontract with its own organization and resources
☐ a SBE/CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)a SBE/ CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)

SBE/CBE Point of Contact

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

SBE/CBE CONTRACTOR/ SUBCONTRACTOR INFORMATION: (For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount **including total design and build costs**) is required to be submitted before entering into a guaran
The OLG shall only issue an operator license or management services provider license if the applicant in cunction with its application for license, submits to DSLBD for approval, a CBE Plan that demonstrates that at least 35% of the applicant's operating budget will be contracted with one or more CBEs.)

CBE Company Name	Address	Contractor/ Subcontractor Tier (1 st , 2 nd , 3 rd ...)	Description of contract/subcontract scope of work to be performed that shall be for a commercially useful function related to sports wagering.

Period of Contract/Subcontract: _____

Price to be paid to the SBE/CBE Contractor/Subcontractor: \$_____

☒ all that applies:
☐ a SBE ☐ a CBE Current CBE Certification Number: _____
☐ a SBE/CBE will perform the ENTIRE contract/ subcontract with its own organization and resources
☐ a SBE/CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)a SBE/ CBE will subcontract a portion of the contract/ subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)

SBE/CBE Point of Contact

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

I [Name], [Title] of [Applicant/ Licensee Company Name] swear or affirm the above is true and accurate.

(Signature)

(Date)

Complete additional copies as needed.



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

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of the project.</i> 35% of the Total Contract Amount: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every tier) (✓ if applies) ☐ Base Period Contract – Option/Extension Period: _____ ☐ Multi-year Contract First Year (Period) of Contract: _____ Current Year (Period) of Contract: _____ ☐ Design-Build – Date of Guaranteed Contract: _____ ☐ Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of the services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ (include pre-construction and construction costs) 35% of the Total Development Project Budget: \$ _____ 50% of Total Dollar Amount of Contract: \$ _____ (pursuant to D.C. Law 24-39) Total Amount of All SBE/CBE Subcontracts: \$ _____ (include every lower tier) ☐ Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.
☐ AGENCY CONTRACTING OFFICER'S AFFIRMATION <u>OR</u> ☐ AGENCY PROJECT MANAGER'S AFFIRMATION (✓ which applies) The below Agency Contracting Officer or Agency Project Manager affirms the following (✓ to affirm): ☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification; ☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing: ☐ FOR AGENCY CONTRACT the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD at Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency. _____ Name of Agency Contracting Officer or Agency Project Manager _____ Title of Agency Contracting Officer or Agency Project Manager _____ <u>Signature</u> _____ <u>Date</u>	

ATTACHMENT J.9

BID BOND FORMS

BID BOND (See Instructions on 2 nd page)		Date Bond Executed (Must be same or later than date Bid Opening Date)				
PRINCIPAL (Legal Name and Address)		TYPE OF ORGANIZATION ("x")				
		☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ CORPORATION				
		STATE OF INCORPORATION PENAL SUM OF BOND				
SURETY (IES) (Name(s) and Address(es))		AMOUNT NOT TO EXCEED				
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5% OF BID
		BID IDENTIFICATION				
		BID OPENING DATE		INVITATION NO.		
KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety (ies) are corporations acting as co-sureties, we, the Sureties bind ourselves in such sum "jointly" and "severally; only for the purpose of allowing a joint action against any or all of u, and for all other purposes each Surety bonds itself, jointly and serially with the Principal, for he payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified there in after the receipt of the same, or, no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount of which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time form acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived; Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid. IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.						
PRINCIPAL						
1. Signature (Seal)		1. Attest		Corporate Seal		
Name & Title (typed)		Name & Title (typed)				
2. Signature (Seal)		2. Attest		Corporate Seal		
Name & Title (typed)		Name & Title (typed)				

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

Secretary of Corporation

SURETY (IES)

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

INSTRUCTIONS

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

J.10

BID OFFER LETTER

[Contractor's Letterhead]

[Insert Date]

Eddie Whitaker
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Attn: Contracting Officer

Reference: Invitation for Bid No. (Insert Solicitation No.) “(Insert Project Name)”

Dear Mr. Whitaker:

On behalf of [insert name of bidder], I am pleased to submit this proposal in response to the University of the District of Columbia's Invitation for Bid (IFB) No. (Insert Solicitation No.) “(Insert Project Name)” for the University of the District of Columbia. The Offeror has Reviewed the IFB and the attachments thereto, any addenda thereto, and has conducted due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Bid in response to the IFB. The Bidder's proposal is as follows:

PRICE SCHEDULE

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) as described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B	STAR Biomedical Research Labs	
LUMP SUM BID PRICE		
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

Authorized Signature
Title

Amendments

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	7
2. Amendment/Modification Number		3. Effective Date	4. Requisition/Purchase Request No.		5. Solicitation Caption
GF-2023-B-0028-001		See item 16C		STAR Biomedical Research Labs	
6. Issued By: University of the District of Columbia Office of Contracting & Procurement 4200 Connecticut Avenue, NW Building 39 Suite 200C Washington, DC 20008			Code	7. Administered By (If other than line 6) University of the District of Columbia Office of Contracting & Procurement 4200 Connecticut Avenue, NW Building 39 Suite 200C Washington, DC 20008	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. GF-2023-B-0028	
				9B. Dated (See Item 11) July 3, 2023	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of bids ☒ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
Request for Proposals No. GF-2023-B-0028, STAR Biomedical Research Labs is amended as follows:					
1. Pre-bid sign-in sheet (Attachment A)					
2. Site visit sign-in sheet (Attachment B)					
3. Plan holders List (Attachment C)					
Extension: Thursday, August 3, 2023, by 2:00 PM					
Submission of bids should be submitted via email to Michiko Gadson at mgadson@udc.edu.					
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
			Eddie Whitaker		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
			<i>Eddie Whitaker</i>		7/26/2023
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

Attachment A
Pre-bid Sign-in Sheet

Pre-bid Conference Sign-in Sheet

GF-2023-B-0028, Biomedical Research Labs

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	Eddie Whitaker	UDC - Office of Contracting and Procurement	202-274-6913	eddie.whitaker@udc.edu
2	Michiko Gadson	UDC - Office of Contracting and Procurement	202-274-5191	mgadson@udc.edu
3	Alan Walsh	UDC - Office of Facilities and Real Estate Management	202-274-6641	awalsh@udc.edu
4	Joanna Edwards	UDC - Office of Facilities and Real Estate Management	202-274-5025	joanna.edwards@udc.edu
5	Lisa Sleith	UDC - Office of Facilities and Real Estate Management	703-568-1794	lisa.sleith@udc.edu
6	Lara Thompson	UDC - Engineering & Appl Science, School, Dean's Office	202-274-5046	lara.thompson@udc.edu
7	Muddathir Ibnouf	R. McGhee & Associates Architects	202-626-0690	mibnouf@rmc-architects.com
8	Tynesia Hand	R. McGhee & Associates Architects	202-626-0690	thand@rmc-architects.com
9	Samner Georgious	KADCON	202-944-9400	Sgeorgious@kadcon.com
10	Robert Wilson	KADCON	202-944-9400	Rwilson@kadcon.com
11	Raed Kolaghassi	KADCON	202-944-9400	rkolaghassi@kadcon.com
12	Amarjit Singh	Protec Construction	202-232-0080	Amarjit@protecconstructioninc.net
13	Vik Singh	Protec Construction	202-232-0080	Vik@protecconstructioninc.net
14	Aslam Patmah	Protec Construction	202-232-0080	Aslam@protecconstructioninc.net
15	Vijay R Kasimsetty	CONSYS, Inc.	202-545-1333	vijay@consys-inc.net
16	Raj Shukla	CONSYS, Inc.	202-545-1333	raj@consys-inc.net
17	Ronald Alvarenga	CONSYS, Inc.	202-545-1333	ronald.alvarenga@consys-inc.net
18	Lam Nguyen	WINMAR Construction, Inc.	202-446-0745	lnguyen@winmarconstruction.com

Attachment B
Site Visit Sign-in Sheet

7/12/23

Site Visit Sign-in Sheet **GF-2023-B-0028, Biomedical Research Labs**

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	Ferdy Miranda	Innovation Mechanical	240-856-4602	esta@innovationmechanicalinc.com
2	David Amaya	IM	301-300-9593	1
3	BILL BROWN	MICHAEL GRAVES		BBROWN@MICHAELGRAVES.COM
4	BILL HALOFTIS	AET	301-816-1914	bhaloftis@aeteng.com
5	LEE FANTROY	KEYSTONE PLUS CON.	771-200-6048	LFANTROY@KEYSTONEDC.COM
6	CHRISTIAN PEREZ	KEYSTONE PLUS CONST	202-705-6143	CPEREZ@KEYSTONEDC.COM
7	FIRESLIA HAND	RMC	703-973-5733	
8	CARLOS PERDOMO	Keystone	571-439-0115	JCPERDOMO@KEYSTONEDC.COM
9	Jorge Gomez	Keystone	240-777-7457	
10	Juan Jose Poma	Keystone	571-478-8234	JPOMA@KEYSTONEDC.COM
11				
12				
13				
14				
15				

Attachment C
Plan Holders List

Plan Holders List
GF-2023-B-0028, Biomedical Research Labs

NO	NAME	COMPANY	TELEPHONE NO.	EMAIL ADDRESS
1	Robert Wilson	KADCON	202-944-9400	Rwilson@kadcon.com
2	Aslam Patmah	Protec Construction	202-232-0080	Aslam@proteconstructioninc.net
3	Vijay R Kasimsetty	Consys, Inc.	202-545-1333	vijay@consys-inc.net
4	Lam Nguyen	Winmar Construction, Inc.	202-446-0745	lnguyen@winmarconstruction.com
5	Astrid Gomez	Keystone Plus Constructions	202-857-7903	agomez@keystonedc.com

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number		Page of Pages	
						176	
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
GF-2023-B-0028-002		See item 16C				STAR Biomedical Research Labs	
6. Issued By: University of the District of Columbia Office of Contracting & Procurement 4200 Connecticut Avenue, NW Building 39 Suite 200C Washington, DC 20008				7. Administered By (If other than line 6) University of the District of Columbia Office of Contracting & Procurement 4200 Connecticut Avenue, NW Building 39 Suite 200C Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X) 9A. Amendment of Solicitation No. GF-2023-B-0028			
				9B. Dated (See Item 11) July 3, 2023			
				10A. Modification of Contract/Order No.			
				10B. Dated (See Item 13)			
Code		Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of bids is extended. X is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not, X is required to sign this document and return 1 copy to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
Invitation for Bids No. GF-2023-B-0028, STAR Biomedical Research Labs is amended as follows:							
1. Questions & Answers (Attachment A)							
Submission of bids should be submitted via email to Michiko Gadson at mgadson@udc.edu.							
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED							
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Eddie Whitaker			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
				Eddie Whitaker		7/28/2023	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Attachment A

Questions & Answers

UDC Solicitation Number: GF-2023-B-0028

Project Name: STAR Biomedical Research Lab Supplemental
Information for Bidders

1. Bidder Questions

2. Hazmat Report

3. Alertus Panic Button Basis of Design Specs

4. Security & Access Control

a. Spec. Section 281300

b. UDC Police Department Security Technology Matrix

c. Salto SVN

5. Revised Bid Costs Breakout – Allowance for fabrication and
installation of yet-to-be designed signage package.

6. Missing Door Hardware Specification Section 087113

Questions & Answers
GF-2023-R-0028, STAR Biomedical Research Lab

No.	Questions	Answers
1	Certain drawings have “DRAFT” indicated across. Are updated drawings coming forth?	The Bid Set is final, all drawings included are final drawings.
2	The FF&E basis of design – Global Engineering Group are a manufacturer. Can we please get the name and number for the company / representative who was involved with the design process with the A/E	Global provided consultation for the design/furniture selections. Jorn Severtson (Pronounced "Yorn") Territory Manager, A+D Development - Metro Washington, DC 703-909-7423 jsevertson@globalfurnituregroup.com Global and the A/E also consulted with: Shauna Stallworth LUHF Branded Environments 202.748.6125 m 202.484.1661 fx shauna@luhfbranded.com
3	Provide us a copy of the HAZMAT report	See attachment.
4	Provide us a window schedule	The glazing systems information is provided on Interior Elevations A410.
5	Who are the existing building control and fire alarm systems for these buildings?	Johnson Controls and Simplex.
6	Do we need to provide dust barriers / pedestrian protections on the shared and/or adjacent hallways?	Yes.
7	Can we use the existing elevators?	The freight elevator in Bldg. 42 (closest to the loading dock and parking lot) will need to be protected and can be utilized for passengers and materials. Materials deliveries must occur on off hours, before 8 a.m. or after 5 p.m. or on weekends. The passenger elevator in the middle of Buildings 32/42 can be used to transport people and tools during all hours.
8	Specification section 087100 Door Hardware refers to Low Energy Operator ED100 BY SECTION 08 71 13. Please provide section 087113.	Please see attachment for Section 087113.
9	The drawings are not stamped by DCRA. Who’s responsible getting the stamped drawing and obtaining/paying the building permit?	Bid documents are based on IFC set, which is the product of the permit Set, a copy of approved set will be provided to the awarded contractor.
10	Please confirm FF&E is part of the scope of work.	Yes.
11	The FF&E Base of Design is specified as Global Furniture Group, Kimball Furniture, and Miller Knoll. Are we allow to use equivalent products from KI Furniture and/or other manufacturers?	Yes.
12	Can we use pro-press fittings for all piping?	Yes.

13	Are there any hazmat materials to be removed? If so, please provide the hazmat report.	Report attached.
14	Drawing P101 indicates the discharge pipe from the sump pump is TBD. What distance we assume for the bidding purpose?	100'.
15	Is this a LEED certified project?	Follow construction documents.
16	Who is the BMS controls company for both buildings?	Johnson Controls.
17	Can we use pro-press fittings for all piping?	Yes
18	Is this project a tax-exempt?	The University is tax exempt.
19	Drawing A420 indicates IW interior windows with GL1 or GL2 ¼” tempered glasses. Are these aluminum or HM frames with GL1 or GL2 glasses? Is there a specification section for the interior windows?	Doors/side lites are per door schedule. Aluminum Storefront is as shown on drawings.
20	Elevation 2/A101 shows exterior curtain wall (CW). Are these exterior openings curtain wall systems or storefront system as specified in spec section 084113 - Aluminum-Framed Entrance and Storefronts?	Storefront systems.
21	What access control system is existing?	See Security Spec. Also note the spec. requirement for UDC's current security systems integrator and Campus Police to review, approve and coordinate work on the system
22	Do we need to connect to existing access control, or provide standalone?	Connect to existing
23	Salto wireless locks exist, will some of the new doors have Salto wireless locks as well, or will all doors be by hard-wired standard access control?	Refer to Door Spec. in Drawings and Security/Access Standards attachment.
24	Are any access control credentials required to be added during this project?	UDC's Public Safety/Police will add users via existing badge system.
25	Will it be specified that all locks used are motorized latch retraction or electrified trim (all low-amp power draw)?	Refer to specs and Door Hardware Schedule.
26	Will any doors be locked by means of mag locks?	No.
27	Break Room (43A11) – Plan North has a CR on the inside for egress, is this correct? Is that to restrict exit from the room? Does it require alarms, delayed egress, or any other features?	No egress through break room. Yes access control is needed. No alarm is needed. Not an egress door, no delayed egress. These are facility restricted access doors only.
28	Open Lab (43A03) – Plan North has a CR on the inside for egress, is this correct? Is that to restrict exit from the room? Does it require alarms, delayed egress, or any other features?	No egress through break room, Yes access control is needed. No alarm is needed. Not an egress door, no delayed egress. These are facility restricted access doors only.
29	Will network electronics be provided and by others (Switches, routers, Wireless Access Points, Phones, etc.)	This is in project scope to be provided by GCs. However, phones are not part of this project scope. See IT Connectivity/Accessories Spec for switches & configuration

30	Will the new network infrastructure (Tele-Data) be connected to an existing functional IDF/MDF or will a new IDF be established? This is highly applicable to Building 43 and 32/42	There is an existing IDF room in 32 C Level, right next to the existing lab space. Building 43 has a network rack/fiber and infrastructure on the B mezzanine AHU space (Drawing TA 103/Note 2, and TA 501/Note 2).
31	If a new IDF is to be established, should we include furnish and install of 12-strand fiber interconnect?	No new IDF
32	If a new IDF is to be established in either building, should we provide 2-post network frames, or are network cabinets required?	No new IDF
33	What does "DR" represent on the drawings?	Did not find this reference.

Pre-Renovation Hazardous Materials Survey Report

Pre-Renovation Hazardous Materials Survey Report

University of the District of Columbia CBRE-NIH Buildings 32/42/43

**4200 Connecticut Avenue, NW
Washington, DC 20008**

**Shamaly Alexander
R. McGhee & Associates
2031 Florida Avenue, NW, 3rd floor
Washington, DC 20009**

February, 2022

Prepared by:



1311 Haubert Street
Baltimore, MD 21230
p 410.659.9971



EXECUTIVE SUMMARY

Arc Environmental performed a pre-renovation hazardous materials survey of various rooms designated for renovation by supplied drawings (See Appendix D) at the University of the District of Columbia, Buildings 32/42/43 located at 4200 Connecticut Avenue, NW, in Washington, DC (Site) as part of a due diligence study to evaluate major building materials/components that may be impacted during proposed renovation activities. The survey included the assessment and sampling of suspect asbestos-containing materials (ACMs), in-situ testing of lead-based paint (LBP), and inventorying of universal wastes associated with the building located on Site. The survey was performed on January 31, 2022.

During the survey, a total of 103 bulk samples were collected from 38 suspect homogenous areas identified throughout the Site. Based on the findings of the asbestos survey, two (2) of the sampled homogeneous materials were confirmed by laboratory analysis to be asbestos-containing materials. Identified ACMs include 12"x12" brown floor tile and associated mastic from Building 43, A Level. Additionally, two (2) homogenous materials were assumed to be positive for asbestos, these materials include; fire doors and kilns. Section 2.0 provides additional details regarding the findings of the asbestos survey.

The lead-based paint screening was conducted on Site using a portable X-ray Fluorescence (XRF) device. On-site testing revealed the presence of lead-based paint or coatings according to the District of Columbia's definition of lead-based paint on various building components. Section 3.0 provides detail regarding the LBP survey.

A visual inspection was performed to identify and quantify universal and regulated wastes associated with the Site. Potentially regulated and/or universal wastes inventoried include potentially mercury-containing fluorescent tubes, potentially polychlorinated biphenyl (PCB)-containing ballasts, exit and emergency lighting potentially containing batteries, hydraulic door closures suspected of containing oils/lubricants, and water fountains containing refrigerant. Section 4.0 provides details regarding the universal and regulated waste survey.

Prepared by:

A handwritten signature in blue ink, appearing to read 'B. Owens'.

Blaine Owens

Project Manager- Industrial Hygiene Services



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ATTACHMENTS

Appendix A	Asbestos Bulk Sampling Summary and Results
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Appendix C	Photographic Log
Appendix D	Construction Drawings (Scope of work)



1.0 Introduction

Arc Environmental performed a pre-renovation hazardous materials survey at various rooms within Buildings 32/42/43 of the University of the District of Columbia located in Washington, DC (Site) as part of a due diligence study to evaluate major building materials/components that may be impacted during proposed renovations. The survey included the assessment and sampling of suspect asbestos-containing materials (ACMs), in-situ testing of lead-based paint (LBP), and inventorying of universal wastes associated with the building located on Site.

The scope of work's inspection areas are delineated on the enclosed Building Diagrams in Appendix D. Destructive sampling efforts to evaluate hidden wall cavities and mechanical systems were not utilized as part of this limited survey as portions of Building 32/42 are still actively used. The findings of the survey are presented in this report. The survey was conducted by Arc Environmental on January 31, 2022.

2.0 Asbestos-containing Materials Survey

2.1 Methodology

The asbestos survey included the identification, assessment, and sampling of accessible, suspect asbestos-containing materials. The survey was performed by a U.S. Environmental Protection Agency (USEPA)-trained asbestos inspector, Mr. Blaine Owens. During the survey, a total of 103 bulk samples were collected from 38 suspect homogenous areas identified throughout the accessible portions of the Site. These materials included: spray-on fire proofing, flooring, mastics, cove base, drywall, joint compound, ceiling tiles, caulks, glazings, thermal system mastics, and expansion joint caulk.

Collected bulk samples of suspect ACMs were submitted, along with the corresponding chain-of-custody forms, to EMSL Analytical, Inc. (EMSL) for analysis. EMSL is accredited for asbestos analysis in bulk materials through the National Voluntary Laboratory Accreditation Program (NVLAP). The bulk samples were analyzed using polarized light microscopy (PLM/Dispersion Staining following the EPA method 600/R-93/116, Method for the Determination of Asbestos in Bulk Building Materials). Based on the United States Environmental Protection Agency's (USEPA's) definition, a material which contains greater than one percent (1%) asbestos, as determined using the methods specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), is considered an ACM and must be handled according to OSHA, USEPA, and Washington DC Department of Energy & Environment (DOEE) regulations.

The findings and quantities of verified and assumed ACMs are summarized in Table 1, *Identified Asbestos-containing Materials*. A copy of the chain of custody forms with a list of all of the materials sampled and Laboratory Analytical Results are included in Appendix A.

2.2 Findings and Recommendations

Table 1 below lists the confirmed and assumed ACMs identified at the Site. A complete list of the building materials sampled during this survey is presented in Appendix A. Additionally, it is recommended that if additional suspect materials not identified in this report are

uncovered/exposed during demolition or construction activities, the materials should be assumed to contain asbestos or sampled and analyzed for asbestos content to determine if they are ACMs.

Table 1: Identified Asbestos-containing Materials			
Sample Number	Description	Location	Est. Total Quantity
24A, B	12"x12" brown floor tile and associated black mastic	Building 43, Level A (main and rear hall; Rm. 43-A02)	1,100 SF
Assumed	Electric Pottery Kiln	Building 43, Level A Entry	2 Units
Assumed	Fire doors	Throughout	18 EA

The floor tiles are Category I non-friable materials. The EPA regulates Category I non-friable materials (resilient floor coverings, asphalt roof product, gaskets, and packings) when these materials have been rendered friable. Category I non-friable materials may become friable if subjected to sanding, grinding, cutting, or abrading. The Category I non-friable ACMs should be removed prior to disturbance if these materials will be impacted by planned activities at the Site.

The mastic associated with floor tiles, the electric kilns, and fire doors are considered a Category II non-friable material. Category II non-friable materials are regulated if they have a high probability of becoming or have become crumbled, pulverized, or reduced to powder by the forces expected to impact the materials during the course of renovation and/or demolition activities. These materials must be removed by a licensed asbestos abatement contractor prior to disturbance.

3.0 Lead-based Paint Survey

3.1 Methodology

A lead screening survey was conducted using an X-ray Fluorescence (XRF) Spectrum Analyzer on painted building surfaces and/or components. Surfaces that are intact or deteriorated condition (as defined by the U.S. Department of Housing and Urban Development Guidelines) do not pose an immediate health risk, regardless of the lead content. Leaded paint in poor condition is a priority lead-hazard and should be promptly addressed using approved Lead Safe Work Practices. Stephanie Soper, a DOEE certified Lead Paint Risk Assessor conducted the screening.

The screening included field readings in addition to periodic calibration checks to ensure that the instrument is within acceptable calibration parameters. Lead-based paint, when tested via XRF, is defined by the U.S. Department of Housing and Urban Development (HUD) and DOEE as paint having lead concentrations equal to or in excess of 0.7 milligrams per square centimeter (mg/cm²). The results of the lead-based paint survey are summarized in the *XRF Lead-based Paint Inspection Data Sheets* included in Appendix B.



3.2 Findings and Recommendations

Six (6) of the 218 field screening assays yielded lead concentration above the DOEE threshold of (≥ 1.0 mg/cm²) for lead-based paint. These positive building components include: Steel closet door in Building 32/42 (Room 32-B01) and steel support beams in the Building 43 work areas.

The lead screening does not include testing of every painted surface within the project area; rather its intention is to characterize groups of similar components and coatings. If similar components with the same substrate and paint to those identified below are encountered during renovation activities, they are to be treated as containing lead-based paint.

The OSHA Lead in Construction Regulation, 29 CFR 1926.62, applies to all construction work where an employee may be occupationally exposed to lead. This standard does not indicate a specific percentage or mass per area (mg/cm²) of lead-in-paint that is permissible during construction/demolition activities. There is no acceptable concentration for lead under the OSHA lead standard that eliminates the requirement for contractors to comply with this regulation. Due to the presence of lead-containing paint at the Site, OSHA worker protection requirements for lead must be followed during construction activities.

A lead Toxicity Characteristic Leaching Procedure (TCLP) test should be conducted for the demolition debris generated on Site. A representative waste stream sample should be collected to characterize the demolition debris, in accordance with the Resource Conservation and Recovery Act (RCRA), to determine disposal options. The hazardous waste criteria for lead waste is established under RCRA, Subtitle C, as 5.0 milligrams per liter (mg/L) measured with the TCLP as listed in CFR 40 Part 261. The lead-containing and lead-based paint debris generated during demolition should be handled in accordance with all applicable Federal and State regulations.

4.0 Universal & Regulated Wastes

Arc Environmental conducted a visual inspection for Universal Wastes (UWs) and other potentially regulated and hazardous wastes within the project area. As per 40 Code of Federal Regulations (CFR) 261 Subpart C, UWs include any of the following six wastes that have at least one hazardous characteristic: batteries, pesticides, thermostats, cathode ray tubes, mercury-containing devices, and mercury-containing lamps (e.g., fluorescent tubes and high intensity discharge lamps). These wastes require proper handling and disposal methods when no longer in use or prior to completing any planned renovation/demolition activities. All identified Universal and potentially regulated wastes must be handled, transported, and disposed of in accordance with applicable regulations prior to the renovation of the Site.

4.1 Mercury

Arc Environmental observed fluorescent tubes within the scope of work. An estimated total of four hundred and thirty (430) tubes of various sizes were identified. These fluorescent tubes are assumed to contain mercury vapors. Mercury-containing fluorescent tubes will require proper removal and disposal in accordance with EPA regulations listed in 40 CFR Part 273.



4.2 Polychlorinated Biphenyls

Arc Environmental conducted a visual inspection for polychlorinated biphenyl (PCB)-containing light ballasts within fluorescent fixtures along with other potential PCB-containing equipment and material at the Site. If light fixtures containing ballasts were observed in the building, Arc personnel accessed the ballasts and recorded information from the manufacturer's label. All capacitors and fluorescent light ballasts that are not labeled as "non-PCB" were assumed to contain PCBs. Arc Environmental observed an estimated two hundred and fifteen (215) ballasts from the Site. Ballasts have the potential to contain PCBs. PCB ballasts will require proper removal and disposal in accordance with EPA regulations listed in 40 CFR Part 273.

Although most of the ballasts do not contain PCBs, they likely contain other regulated liquids. Arc Environmental recommends collecting and separating all fluorescent light ballasts by type during the demolition process. The ballasts should then be characterized for disposal in accordance with federal, state and local regulations.

4.3 Other Potentially Regulated and Hazardous Wastes

In addition to the above referenced UWs, Arc Environmental observed several components and/or equipment throughout the building which may potentially contain regulated wastes. Twenty (20) exit signs, ten (10) emergency lights, twenty-eight (28) door closures, ten (10) exit sign/emergency light combos, and two (2) water fountains were noted. The exit signs and emergency lights are assumed to have rechargeable batteries, hydraulic door closures are assumed to contain hydraulic oil, and the water fountain cooling system is suspected of containing Freon.

If other wastes are encountered during any renovation, or demolition activities, they will need to be removed and disposed of prior to any demolition activities due to the potential for releases incidences impacted the environmental. These other wastes will require proper handling, removal and disposal methods much like the UWs prior to any planned alterations or demolition at the Site.



Appendix A

Asbestos Bulk Sampling Summary and Results



Material Description	Building Number	Sample Numbers	Results
Grey laminate flooring and associated mastic	32/42	1A, B	NAD
2'x 2' ceiling tile	32/42	2A, B	NAD
Grey 3" cove base and associated mastic	32/42	3A, B	NAD
Drywall- CO2	32/42	4A, B	NAD
Joint Compound- CO2	32/42	5A, B	NAD
White laminate flooring and associated mastic	32/42	6A, B	NAD
Joint Compound- C01A	32/42	7A, B	NAD
Off white 12"x12" floor tile and associated mastic- B01-02	32/42	8A, B	NAD
2'x4' ceiling tile with ¼ " fissures	32/42	9A, B	NAD
2'x4' ceiling tile with 1" fissures	32/42	10A, B	NAD
Joint Compound- B10-02	32/42	11A, B	NAD
Interior window caulking	32/42	12A, B	NAD
Spray-on Fireproofing	32/42	13A-E	NAD
Brown 3" cove base and associated mastic	32/42	14A, B	NAD
Carpet glue	32/42	15A, B	NAD
White with grey streaks 12"x12" floor tile and associated mastic	32/42	16A, B	NAD
Interior window glazing	32/42	17A, B	NAD
Brown 5" cove base and associated mastic	32/42	18A, B	NAD
Joint Compound- B01 classroom	32/42	19A, B	NAD
Drywall- B01 classroom	32/42	20A, B	NAD
Carpet glue	32/42	21A, B	NAD
Bottom layer of floor tile and associated mastic- B01 classrooms	32/42	22A, B	NAD
Metal duct seam mastic	32/42	23A, B	NAD
Brown 12"x12" floor tile and associated mastic	43	24A, B	Tile: 4-6% chrysotile Mastic: 4-7% chrysotile
Black 3" cove base and associated mastic	43	25A, B	NAD
Brown 3" cove base and associated mastic	43	26A, B	NAD
Brown 5" cove base and associated mastic	43	27A, B	NAD
Drywall	43	28A, B	NAD
Joint Compound	43	29A, B	NAD



Material Description	Building Number	Sample Numbers	Results
Interior window glazing	43	30A, B	NAD
Interior expansion joint caulk	43	31A, B	NAD
Duct mastic	43	32A, B	NAD
2'x2' ceiling tile (solid) – bathrooms	43	33A, B	NAD
Duct caulk	43	34A, B	NAD
Thermal system insulation mastic	43	35A, B	NAD
Duct insulation mastic	43	36A, B	NAD
Exterior door caulking	43	37A, B	NAD
Exterior expansion joint caulk	43	38A, B	NAD

*Samples in bold are considered to contain asbestos.

**NAD-No Asbestos Detected



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Received Date: 02/02/2022 12:03 PM

Analysis Date: 02/04/2022 - 02/07/2022

Collected Date: 01/31/2022

Project: NIH 32/42/43

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1A-Flooring 192200654-0001	32/42 GRAY LAMINATE FLOORING	Gray Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
1A-Mastic 192200654-0001A	32/42 GRAY LAMINATE FLOORING	Gray/Tan Non-Fibrous Homogeneous	2% Synthetic	98% Non-fibrous (Other)	None Detected
1B-Flooring 192200654-0002	32/42 GRAY LAMINATE FLOORING	Gray Non-Fibrous Homogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
1B-Mastic 192200654-0002A	32/42 GRAY LAMINATE FLOORING	Gray/Tan Non-Fibrous Homogeneous	1% Synthetic	99% Non-fibrous (Other)	None Detected
2A 192200654-0003	32/42 2'X2' CEILING TILE	Gray Fibrous Homogeneous	30% Cellulose 30% Min. Wool	30% Perlite 10% Non-fibrous (Other)	None Detected
2B 192200654-0004	32/42 2'X2' CEILING TILE	Gray Fibrous Homogeneous	30% Cellulose 30% Min. Wool	30% Perlite 10% Non-fibrous (Other)	None Detected
3A-Cove Base 192200654-0005	32/42 GRAY 3" COVE BASE	Gray Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (Other)	None Detected
3A-Mastic 192200654-0005A	32/42 GRAY 3" COVE BASE	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
3B-Cove Base 192200654-0006	32/42 GRAY 3" COVE BASE	Gray Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (Other)	None Detected
3B-Mastic 192200654-0006A	32/42 GRAY 3" COVE BASE	Tan Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
4A 192200654-0007	32/42 DRYWALL-CO2	Brown/Gray Fibrous Heterogeneous	25% Cellulose	40% Gypsum 35% Non-fibrous (Other)	None Detected
4B 192200654-0008	32/42 DRYWALL-CO2	Brown/Gray Fibrous Heterogeneous	55% Cellulose	5% Quartz 40% Gypsum	None Detected
5A 192200654-0009	32/42 2'X4' JOINT COMPOUND-CO2	White Non-Fibrous Homogeneous		15% Mica 85% Non-fibrous (Other)	None Detected
5B 192200654-0010	32/42 2'X4' JOINT COMPOUND-CO2	Gray/White Non-Fibrous Heterogeneous		25% Ca Carbonate 15% Mica 30% Perlite 30% Non-fibrous (Other)	None Detected
6A-Floor Tile 192200654-0011	32/42 WHITE LAMINATE FLOORING	Gray/White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
6A-Mastic 192200654-0011A	32/42 WHITE LAMINATE FLOORING	Gray/Yellow Fibrous Heterogeneous	12% Synthetic	30% Ca Carbonate 58% Non-fibrous (Other)	None Detected

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6B-Floor Tile 192200654-0012	32/42 WHITE LAMINATE FLOORING	White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
6B-Mastic 192200654-0012A	32/42 WHITE LAMINATE FLOORING	Yellow Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
7A 192200654-0013	32/42 JOINT COMPOUND-01A	Gray/White Non-Fibrous Heterogeneous		25% Ca Carbonate 20% Mica 25% Perlite 30% Non-fibrous (Other)	None Detected
7B 192200654-0014	32/42 JOINT COMPOUND-01A	Gray/White Non-Fibrous Heterogeneous		25% Ca Carbonate 20% Mica 25% Perlite 30% Non-fibrous (Other)	None Detected
8A-Floor Tile 192200654-0015	32/42 12"X12"FLOOR TILE-OFF WHITE	White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
8A-Mastic 192200654-0015A	32/42 12"X12"FLOOR TILE-OFF WHITE	Yellow Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
8B-Floor Tile 192200654-0016	32/42 12"X12"FLOOR TILE-OFF WHITE	Tan/White/Beige Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
8B-Mastic 192200654-0016A	32/42 12"X12"FLOOR TILE-OFF WHITE	Brown/Black/Yellow Fibrous Heterogeneous	5% Cellulose 10% Synthetic	15% Ca Carbonate 70% Non-fibrous (Other)	None Detected
9A 192200654-0017	32/42 2'X4' CEILING TILE 1/4"FISSURES	Gray Fibrous Homogeneous	30% Cellulose 30% Min. Wool	30% Perlite 10% Non-fibrous (Other)	None Detected
9B 192200654-0018	32/42 2'X4' CEILING TILE 1/4"FISSURES	Gray/White Fibrous Homogeneous	30% Cellulose 30% Min. Wool	30% Perlite 10% Non-fibrous (Other)	None Detected
10A 192200654-0019	32/42 2'X4' CEILING TILE 1" FISSURES	Brown/Gray/White Fibrous Heterogeneous	35% Cellulose 20% Min. Wool	5% Mica 30% Perlite 10% Non-fibrous (Other)	None Detected
10B 192200654-0020	32/42 2'X4' CEILING TILE 1" FISSURES	Brown/Gray/White Fibrous Heterogeneous	35% Cellulose 15% Min. Wool	5% Mica 35% Perlite 10% Non-fibrous (Other)	None Detected
11A 192200654-0021	32/42 JOINT COMPOUND-B10-2	Gray/White Non-Fibrous Heterogeneous		25% Ca Carbonate 25% Mica 20% Perlite 30% Non-fibrous (Other)	None Detected
11B 192200654-0022	32/42 JOINT COMPOUND-B10-2	White Non-Fibrous Homogeneous		15% Mica 85% Non-fibrous (Other)	None Detected
12A 192200654-0023	32/42 INTERIOR WINDOW CAULK	White/Black Fibrous Heterogeneous	30% Synthetic	70% Non-fibrous (Other)	None Detected
12B 192200654-0024	32/42 INTERIOR WINDOW CAULK	White/Black Fibrous Heterogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
13A 192200654-0025	32/42 SPRAY ON FIREPROOFING	Gray/White Fibrous Homogeneous	80% Min. Wool	20% Non-fibrous (Other)	None Detected
13B 192200654-0026	32/42 SPRAY ON FIREPROOFING	Gray/White Fibrous Heterogeneous	75% Min. Wool	25% Ca Carbonate	None Detected

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
13C 192200654-0027	32/42 SPRAY ON FIREPROOFING	Gray/White Fibrous Heterogeneous	80% Min. Wool	20% Ca Carbonate	None Detected
13D 192200654-0028	32/42 SPRAY ON FIREPROOFING	Gray/Tan Fibrous Homogeneous	75% Min. Wool	25% Non-fibrous (Other)	None Detected
13E 192200654-0029	32/42 SPRAY ON FIREPROOFING	Gray/White Fibrous Heterogeneous	80% Min. Wool	20% Ca Carbonate	None Detected
14A-Cove Base 192200654-0030	32/42 BROWN 3" COVE BASE	Brown/Gray/Black Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (Other)	None Detected
14A-Mastic 192200654-0030A	32/42 BROWN 3" COVE BASE	Brown/Tan/White Fibrous Heterogeneous	20% Cellulose	25% Ca Carbonate 20% Mica 35% Non-fibrous (Other)	None Detected
14B-Cove Base 192200654-0031	32/42 BROWN 3" COVE BASE	Brown/Gray/Black Non-Fibrous Heterogeneous		40% Ca Carbonate 60% Non-fibrous (Other)	None Detected
14B-Mastic 192200654-0031A	32/42 BROWN 3" COVE BASE	Brown/Tan/White Fibrous Heterogeneous	10% Cellulose	30% Ca Carbonate 20% Mica 40% Non-fibrous (Other)	None Detected
15A 192200654-0032	32/42 CARPET GLUE	Yellow Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
15B 192200654-0033	32/42 CARPET GLUE	Gray/Yellow Fibrous Heterogeneous	10% Synthetic	15% Ca Carbonate 75% Non-fibrous (Other)	None Detected
16A-Floor Tile 192200654-0034	32/42 12"x12" FLOOR TILE-WHITE	Gray/White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
16A-Mastic 192200654-0034A	32/42 12"x12" FLOOR TILE-WHITE	Brown/Gray/Yellow Fibrous Heterogeneous	20% Synthetic	15% Quartz 15% Ca Carbonate 50% Non-fibrous (Other)	None Detected
16B-Floor Tile 192200654-0035	32/42 12"x12" FLOOR TILE-WHITE	White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
16B-Mastic 192200654-0035A	32/42 12"x12" FLOOR TILE-WHITE	Yellow Non-Fibrous Homogeneous	1% Cellulose	15% Ca Carbonate 84% Non-fibrous (Other)	None Detected
17A 192200654-0036 Foam.	32/42 WINDOW GLAZING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
17B 192200654-0037 Foam.	32/42 WINDOW GLAZING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18A-Cove Base 192200654-0038	32/42 BROWN 5" COVE BASE	Brown/Black Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
18A-Mastic 192200654-0038A	32/42 BROWN 5" COVE BASE	White/Yellow Non-Fibrous Homogeneous		15% Ca Carbonate 3% Mica 82% Non-fibrous (Other)	None Detected
18B-Cove Base 192200654-0039	32/42 BROWN 5" COVE BASE	Gray/Black Non-Fibrous Heterogeneous		35% Ca Carbonate 65% Non-fibrous (Other)	None Detected

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EMSL Order: 192200654

Customer ID: ARCE78

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
18B-Mastic 192200654-0039A	32/42 BROWN 5" COVE BASE	White/Yellow Fibrous Heterogeneous	5% Synthetic	30% Ca Carbonate 25% Mica 40% Non-fibrous (Other)	None Detected
19A 192200654-0040	32/42 JOINT COMPOUND CLASS ROOMS	Gray/White Non-Fibrous Heterogeneous		35% Ca Carbonate 35% Mica 30% Non-fibrous (Other)	None Detected
19B 192200654-0041	32/42 JOINT COMPOUND CLASS ROOMS	White Non-Fibrous Homogeneous		15% Mica 5% Perlite 80% Non-fibrous (Other)	None Detected
20A 192200654-0042	32/42 DRYWALL CLASS ROOMS	Brown/White Fibrous Heterogeneous	30% Cellulose 10% Glass	5% Quartz 45% Gypsum 10% Non-fibrous (Other)	None Detected
20B 192200654-0043	32/42 DRYWALL CLASS ROOMS	Brown/White Fibrous Heterogeneous	35% Cellulose 7% Glass	5% Quartz 43% Gypsum 10% Non-fibrous (Other)	None Detected
21A 192200654-0044	32/42 CARPET GLUE	Yellow Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
21B 192200654-0045	32/42 CARPET GLUE	Gray/Tan/Yellow Fibrous Heterogeneous	30% Synthetic	20% Ca Carbonate 50% Non-fibrous (Other)	None Detected
22A-Floor Tile 192200654-0046	32/42 12"X12" FLOOR TILE-OFF WHITE	Gray/White/Beige Non-Fibrous Homogeneous		60% Ca Carbonate 40% Non-fibrous (Other)	None Detected
22A-Mastic 192200654-0046A	32/42 12"X12" FLOOR TILE-OFF WHITE	Gray/Yellow Fibrous Heterogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
22B-Floor Tile 192200654-0047	32/42 12"X12" FLOOR TILE-OFF WHITE	White Non-Fibrous Homogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
22B-Mastic 192200654-0047A	32/42 12"X12" FLOOR TILE-OFF WHITE	Yellow Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
23A 192200654-0048	32/42 DUCT SEAM MASTIC	Gray/White Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (Other)	None Detected
23B 192200654-0049	32/42 DUCT SEAM MASTIC	Gray/White Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (Other)	None Detected
24A-Floor Tile 192200654-0050	32/43 12"X12" FLOOR TILE-BROWN	Brown Fibrous Homogeneous		94% Non-fibrous (Other)	6% Chrysotile
24A-Mastic 192200654-0050A	32/43 12"X12" FLOOR TILE-BROWN	Black Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
24B-Floor Tile 192200654-0051	32/43 12"X12" FLOOR TILE-BROWN	Brown/Gray Fibrous Homogeneous		55% Ca Carbonate 41% Non-fibrous (Other)	4% Chrysotile
24B-Mastic 192200654-0051A	32/43 12"X12" FLOOR TILE-BROWN	Brown/Black Fibrous Homogeneous	5% Cellulose	88% Non-fibrous (Other)	7% Chrysotile
25A-Cove Base 192200654-0052	32/43 BLACK 3" COVE BASE	Gray/Black Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
25A-Mastic 192200654-0052A	32/43 BLACK 3" COVE BASE	Brown/Tan/White Fibrous Heterogeneous	25% Cellulose 3% Synthetic	25% Ca Carbonate 47% Non-fibrous (Other)	None Detected

Initial report from: 02/07/2022 09:08:58



EMSL Analytical, Inc.

10752 Baltimore Avenue Beltsville, MD 20705

Tel/Fax: (301) 937-5700 / (301) 937-5701

<http://www.EMSL.com/beltsvillelab@emsl.com>

EMSL Order: 192200654

Customer ID: ARCE78

Customer PO:

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
25B-Cove Base 192200654-0053	32/43 BLACK 3" COVE BASE	Gray/Black Non-Fibrous Heterogeneous		55% Ca Carbonate 45% Non-fibrous (Other)	None Detected
25B-Mastic 192200654-0053A	32/43 BLACK 3" COVE BASE	Brown/Tan/White Fibrous Heterogeneous	30% Cellulose	30% Ca Carbonate 40% Non-fibrous (Other)	None Detected
26A-Cove Base 192200654-0054	32/43 BROWN 3" COVE BASE	Brown/Gray Non-Fibrous Heterogeneous		50% Ca Carbonate 50% Non-fibrous (Other)	None Detected
26A-Mastic 192200654-0054A	32/43 BROWN 3" COVE BASE	Brown Fibrous Heterogeneous	2% Cellulose 10% Fibrous (Other)	20% Ca Carbonate 68% Non-fibrous (Other)	None Detected
26B-Cove Base 192200654-0055	32/43 BROWN 3" COVE BASE	Brown Non-Fibrous Homogeneous		40% Ca Carbonate 60% Non-fibrous (Other)	None Detected
26B-Mastic 192200654-0055A	32/43 BROWN 3" COVE BASE	Tan/White Fibrous Homogeneous	15% Cellulose	20% Ca Carbonate 65% Non-fibrous (Other)	None Detected
27A-Cove Base 192200654-0056	32/43 BROWN 5" COVE BASE	Brown Non-Fibrous Homogeneous		35% Ca Carbonate 65% Non-fibrous (Other)	None Detected
27A-Mastic 192200654-0056A	32/43 BROWN 5" COVE BASE	White Non-Fibrous Homogeneous		15% Ca Carbonate 85% Non-fibrous (Other)	None Detected
27B-Cove Base 192200654-0057	32/43 BROWN 5" COVE BASE	Brown/Gray Non-Fibrous Heterogeneous		45% Ca Carbonate 55% Non-fibrous (Other)	None Detected
27B-Mastic 192200654-0057A	32/43 BROWN 5" COVE BASE	Tan/White Non-Fibrous Heterogeneous		30% Ca Carbonate 20% Mica 50% Non-fibrous (Other)	None Detected
28A 192200654-0058	32/43 DRYWALL	Brown/White/Purple Fibrous Heterogeneous	40% Cellulose 7% Glass	5% Quartz 40% Gypsum 8% Non-fibrous (Other)	None Detected
28B 192200654-0059	32/43 DRYWALL	Brown/Gray Non-Fibrous Homogeneous	15% Cellulose 5% Glass	70% Gypsum 10% Non-fibrous (Other)	None Detected
29A 192200654-0060	32/43 JOINT COMPOUND	Tan/White Non-Fibrous Heterogeneous		30% Ca Carbonate 20% Mica 25% Perlite 25% Non-fibrous (Other)	None Detected
29B 192200654-0061	32/43 JOINT COMPOUND	Tan/White Non-Fibrous Heterogeneous		25% Ca Carbonate 25% Mica 25% Perlite 25% Non-fibrous (Other)	None Detected
30A 192200654-0062	32/43 WINDOW GLAZING	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
30B 192200654-0063	32/43 WINDOW GLAZING	Black Non-Fibrous Homogeneous	25% Min. Wool	75% Non-fibrous (Other)	None Detected
31A 192200654-0064	32/43 EXPANSION JOINT CAULK	Tan/White Non-Fibrous Homogeneous	2% Cellulose	45% Ca Carbonate 53% Non-fibrous (Other)	None Detected
31B 192200654-0065	32/43 EXPANSION JOINT CAULK	Tan/White Non-Fibrous Homogeneous		10% Ca Carbonate 90% Non-fibrous (Other)	None Detected

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EMSL Order: 192200654

Customer ID: ARCE78

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Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
32A 192200654-0066	32/43 DUCT MASTIC	Tan/White Non-Fibrous Homogeneous	12% Fibrous (Other)	5% Quartz 45% Ca Carbonate 38% Non-fibrous (Other)	None Detected
32B 192200654-0067	32/43 DUCT MASTIC	Tan/White Non-Fibrous Homogeneous	15% Fibrous (Other)	3% Quartz 35% Ca Carbonate 47% Non-fibrous (Other)	None Detected
33A 192200654-0068	32/43 2'X2' CEILING TILE-BATHROOM	White/Yellow Non-Fibrous Homogeneous	65% Glass	35% Non-fibrous (Other)	None Detected
33B 192200654-0069	32/43 2'X2' CEILING TILE-BATHROOM	White/Yellow Non-Fibrous Homogeneous	60% Glass	25% Ca Carbonate 15% Non-fibrous (Other)	None Detected
34A 192200654-0070	32/43 DUCT CAULK	Brown/Gray Non-Fibrous Homogeneous	2% Cellulose	30% Ca Carbonate 68% Non-fibrous (Other)	None Detected
34B 192200654-0071	32/43 DUCT CAULK	Brown/Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
35A 192200654-0072	32/43 TSI MASTIC	Gray/Tan Fibrous Homogeneous	15% Cellulose 3% Min. Wool	20% Mica 62% Non-fibrous (Other)	None Detected
35B 192200654-0073	32/43 TSI MASTIC	Gray/Tan Fibrous Homogeneous	15% Cellulose 5% Min. Wool	20% Mica 60% Non-fibrous (Other)	None Detected
36A 192200654-0074	32/43 DUCT MASTIC	Brown/Silver/Blue Non-Fibrous Homogeneous	15% Glass	10% Ca Carbonate 75% Non-fibrous (Other)	None Detected
36B 192200654-0075	32/43 DUCT MASTIC	Brown/Silver/Blue Non-Fibrous Homogeneous	15% Cellulose	10% Ca Carbonate 75% Non-fibrous (Other)	None Detected
37A 192200654-0076	32/43 EXTERIOR DOOR CAULK	Gray Non-Fibrous Homogeneous		30% Ca Carbonate 70% Non-fibrous (Other)	None Detected
37B 192200654-0077	32/43 EXTERIOR DOOR CAULK	Gray Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
38A 192200654-0078	32/43 EXT. EXPANSION JOINT	Tan Non-Fibrous Homogeneous	2% Cellulose	45% Ca Carbonate 53% Non-fibrous (Other)	None Detected
38B 192200654-0079	32/43 EXT. EXPANSION JOINT	Tan Non-Fibrous Homogeneous	2% Cellulose	35% Ca Carbonate 63% Non-fibrous (Other)	None Detected



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EMSL Order: 192200654

Customer ID: ARCE78

Customer PO:

Project ID:

Analyst(s)

Camryn Collette (12)

George Malone (49)

Luba Stockert (42)

Joe Centifonti, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Beltsville, MD NVLAP Lab Code 200293-0

Initial report from: 02/07/2022 09:08:58



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

EMSL Analytical, Inc.
10768 Baltimore Avenue

Beltsville, MD 20705
Phone (301) 937-5700
Fax (301) 937-5701

Company Name : Arc Environmental		EMSL Customer ID:	
Street: 1311 Haubert Street		City: Baltimore	State or Province: MD
Zip/Postal Code: 21230	Country: US	Telephone #: 4106599971	Fax #:
Report To (Name): Blaine Owens		Please Provide Results via: ☐ Fax ☐ Email	
email Address: bowens@arcenvironmental.com		Purchase Order Number:	
Client Project ID: N1H 32/42/43		EMSL Project ID (internal use only):	
State or Province Collected: MD DC		CT only ☐ Commercial/Taxable ☐ Residential/Tax Exempt	
EMSL-Bill to: ☒ Same ☐ Different - If bill to is different note instructions in comment. Third party billing requires written authorization from third party			
Turnaround Time (TAT) Options Please Check			
☐ 3 Hour	☐ 6 Hour	☐ 24 Hour	☐ 32 Hour* ☐ 48 Hour ☒ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week
* 32 Hour TAT available for select tests only; samples must be submitted by 11:30am. Please call ahead for large projects and/or turnaround times 6 hours or less.			
PLM - Bulk (reporting limit)		TEM - Bulk	
☒ PLM EPA 600/R-93/116 (<1%)		☐ TEM EPA NOB - EPA 600/R-93/116 Section 2.5.5.1	
☐ PLM EPA NOB (<1%)		☐ NY ELAP Method 198.4 non-friable - NY	
Point Count ☐ 400 (<0.25%) ☐ 1000 (<0.1%)		☐ Chatfield Protocol (semi-quantitative)	
Point Count w/Gravimetric ☐ 400 (<0.25%) ☐ 1000 (<0.1%)		☐ TEM % by Mass - EPA 600/R-93/116 Section 2.5.5.2	
☐ NIOSH 9002 (<1%)		☐ TEM Qualitative via Filtration Prep Technique	
☐ NY ELAP Method 198.1- friable - NY		☐ TEM Qualitative via Drop Mount Prep Technique	
☐ NY ELAP Method 198.6 NOB- non-friable - NY		Other tests (please specify)	
☐ NY ELAP Method 198.8- Vermiculite Surfacing Material		☐	
☐ OSHA ID-191 Modified			
☐ EMSL Standard Addition Method			
☐ Positive Stop - Clearly Identify Homogenous Areas (HA)		Date Sampled: 1-31-22	
Sampler's Name: Blaine Owens		Sampler's Signature: [Signature]	

Sample #	HA #	Sample Location	Material Description
1A,B		32/42	Grey Laminate Flooring
2A,B		↓	202 CEILING TILE
3A,B			Grey 3" Cove Base
4A,B			Daywall - CO2
5A,B			Joint Compound - CO2
6A,B			White Laminate Flooring

Client Sample # (s):		Total # of Samples:	
Relinquished by (Client): [Signature]	Date: 1-31-22	Time:	
Received by (Lab):	Date:	Time:	
Comments/Special Instructions:			



EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Asbestos Bulk Building Material Chain of Custody

EMSL Order Number (lab use only):

EMSL Analytical, Inc.
10768 Baltimore Avenue

Beltsville, MD 20705
Phone (301) 937-5700
Fax (301) 937-5701

Additional pages of the Chain of Custody are only necessary if needed for additional sample information

Sample #	HA #	Sample Location	Material Description
7A, B		32/42	Joint Compound - OIA
8A, B			12-12 Floor tile - OFF WHITE
9A, B			2-4 CEILING TILE 1/4" FISSURES
10A, B			2-4 CEILING TILE 1" FISSURES
11A, B			Joint Compound BIO-2
12A, B			INTERIOR WINDOW CAULK
13A, B, C, D, E			SPRAY ON FIREPROOFING
14A, B			BROWN 3" CORE BASE
15A, B			CARPET GLUE
16A, B			12-12 Floor tile - WHITE
17A, B			WINDOW GLAZING
18A, B			Brown 5" CORE BASE
19A, B			Joint Compound CLASSROOMS
20A, B			Daywall CLASSROOMS
21A, B			CARPET GLUE
22A, B			12-12 Floor tile - OFF WHITE
23A, B		↓	Duct Seam MASTIC
24A, B		43	12-12 Floor tile - BROWN
25A, B			Black 3" CORE BASE
26A, B			BROWN 3" CORE BASE
27A, B			BROWN 5" CORE BASE

*Comments/Special Instructions:

Page 2 of 3 pages



Appendix B

XRF Lead-Based Paint Data Sheets

XRF Lead-Based Paint Testing Data Sheet

NIH Survey

4200 Connecticut Avenue NW; Washington, DC 20008

Inspection Date: January 31, 2022

Abatement Level: 1.0

Reading No.	Wall	Room	Component	Substrate	Paint Condition	Lead (mg/cm ²)	Mode	Classification
001			Calibration			1.0	TC	N/A
002			Calibration			1.0	TC	N/A
003			Calibration			1.0	TC	N/A
004	A	32 C02	door surface	wood	brown	0.0	QM	Negative
005	A	32 C02	door casing	metal	white	0.0	QM	Negative
006	A	32 C02	door jamb	metal	white	0.0	QM	Negative
007	A	32 C02	wall surface	drywall	white	0.0	QM	Negative
008	B	32 C02	wall surface	drywall	white	0.0	QM	Negative
009	C	32 C02	wall surface	drywall	white	0.0	QM	Negative
010	D	32 C02	wall surface	drywall	green	0.0	QM	Negative
011	D	32 C02	fuse box	metal	green	0.0	QM	Negative
012	D	32 C02	pipe	metal	green	0.1	QM	Negative
013	C	32 C02	hallway door casing	metal	blue	0.0	QM	Negative
014	C	32 C02	hallway door jamb	metal	blue	0.0	QM	Negative
015	C	32 C02	hallway wall surface	drywall	blue	0.0	QM	Negative
016	A	32 C01A	door casing	metal	white	0.0	QM	Negative
017	A	32 C01A	door jamb	metal	white	0.0	QM	Negative
018	A	32 C01A	wall surface	drywall	white	0.0	QM	Negative
019	B	32 C01A	wall surface	drywall	white	0.0	QM	Negative
020	C	32 C01A	wall surface	drywall	white	0.0	QM	Negative
021	D	32 C01A	wall surface	drywall	white	0.0	QM	Negative
022	C	32 C01A	hallway door casing	metal	blue	0.0	QM	Negative
023	C	32 C01A	hallway door jamb	metal	blue	0.0	QM	Negative
024	C	32 C01A	hallway wall surface	drywall	blue	0.0	QM	Negative
025	A	32 B01-01	door surface	wood	brown	0.0	QM	Negative
026	A	32 B01-01	door casing	metal	red	0.0	QM	Negative
027	A	32 B01-01	door jamb	metal	red	0.0	QM	Negative
028	A	32 B01-01	wall surface	drywall	white	0.0	QM	Negative
029	B	32 B01-01	wall surface	drywall	white	0.0	QM	Negative
030	C	32 B01-01	wall surface	drywall	white	0.0	QM	Negative
031	D	32 B01-01	wall surface	drywall	white	0.0	QM	Negative
032	-	32 B01-01	ceiling frame	metal	black	0.0	QM	Negative
033	A	32 B01-01 office	door surface	wood	brown	0.0	QM	Negative
034	A	32 B01-01 office	door casing	metal	gray	0.0	QM	Negative
035	A	32 B01-01 office	door jamb	metal	gray	0.0	QM	Negative
036	A	32 B01-01 office	wall surface	drywall	white	0.0	QM	Negative
037	B	32 B01-01 office	wall surface	drywall	white	0.0	QM	Negative
038	C	32 B01-01 office	wall surface	concrete	white	0.0	QM	Negative
039	D	32 B01-01 office	wall surface	drywall	white	0.0	QM	Negative
040	C	32 B01-01 office	window casing	metal	black	0.0	QM	Negative
041	C	32 B01-01 office	window sill	metal	white	0.2	QM	Negative
042	A	32 B01-01 office 4	door surface	wood	brown	0.0	QM	Negative
043	A	32 B01-01 office 4	door casing	metal	gray	0.0	QM	Negative
044	A	32 B01-01 office 4	door jamb	metal	gray	0.0	QM	Negative

XRF Lead-Based Paint Testing Data Sheet

NIH Survey

4200 Connecticut Avenue NW; Washington, DC 20008

Inspection Date: January 31, 2022

Abatement Level: 1.0

Reading No.	Wall	Room	Component	Substrate	Paint Condition	Lead (mg/cm ²)	Mode	Classification
045	C	32 B01-01 office 4	wall surface	drywall	white	0.0	QM	Negative
046	D	32 B01-01 office 4	wall surface	concrete	white	0.0	QM	Negative
047	D	32 B01-01 office 4	window casing	metal	black	0.0	QM	Negative
048	A	32 B01-01 office 3	door surface	wood	brown	0.0	QM	Negative
049	A	32 B01-01 office 3	door casing	metal	gray	0.0	QM	Negative
050	A	32 B01-01 office 3	door jamb	metal	gray	0.0	QM	Negative
051	A	32 B01-01 office 3	wall surface	drywall	white	0.0	QM	Negative
052	C	32 B01-01 office 3	wall surface	concrete	white	0.3	QM	Negative
053	C	32 B01-01 office 3	window casing	metal	black	0.0	QM	Negative
054	C	32 B01-01 office 3	window sill	metal	white	0.3	QM	Negative
055	A	32 B01-01 office	door casing	metal	gray	0.0	QM	Negative
056	A	32 B01-01 office	door jamb	metal	gray	0.0	QM	Negative
057	A	32 B01-01 office	wall surface	drywall	white	0.0	QM	Negative
058	C	32 B01-01 office	wall surface	drywall	white	0.0	QM	Negative
059	A	32 B01-02	door casing	metal	red	0.0	QM	Negative
060	A	32 B01-02	door jamb	metal	red	0.0	QM	Negative
061	A	32 B01-02	wall surface	drywall	white	0.0	QM	Negative
062	C	32 B01-02	wall surface	concrete	white	0.0	QM	Negative
063	C	32 B01-02	window sill	metal	white	0.3	QM	Negative
064	-	32 B01-02	ceiling frame	metal	black	0.0	QM	Negative
065	A	32 B01-25	wall surface	drywall	white	0.0	QM	Negative
066	C	32 B01-25	corner beam	concrete	white	0.4	QM	Negative
067	B	32 B01-24	wall surface	drywall	white	0.0	QM	Negative
068	C	32 B01-24	corner beam	concrete	white	0.4	QM	Negative
069	A	32 B01-23	door casing	metal	red	0.0	QM	Negative
070	A	32 B01-23	door jamb	metal	red	0.0	QM	Negative
071	C	32 B01-23	wall surface	drywall	white	0.0	QM	Negative
072	D	32 B01-23	wall surface	drywall	white	0.0	QM	Negative
073	A	32 B01-22	door surface	wood	brown	0.0	QM	Negative
074	A	32 B01-22	door casing	metal	red	0.0	QM	Negative
075	A	32 B01-22	door jamb	metal	red	0.0	QM	Negative
076	B	32 B01-22	wall surface	drywall	white	0.0	QM	Negative
077	C	32 B01-22	wall surface	concrete	white	0.5	QM	Negative
078	A	32 B01-21	door surface	wood	brown	0.0	QM	Negative
079	A	32 B01-21	door casing	metal	red	0.0	QM	Negative
080	A	32 B01-21	door jamb	metal	red	0.0	QM	Negative
081	A	32 B01-21	wall surface	drywall	white	0.0	QM	Negative
082	C	32 B01-21	wall surface	drywall	white	0.0	QM	Negative
083	A	32 B01-20	door surface	wood	brown	0.0	QM	Negative
084	A	32 B01-20	door casing	metal	red	0.0	QM	Negative
085	A	32 B01-20	door jamb	metal	red	0.0	QM	Negative
086	C	32 B01-20	wall surface	drywall	white	0.0	QM	Negative
087	D	32 B01-20	wall surface	drywall	white	0.0	QM	Negative
088	-	32 B01-20	ceiling frame	metal	black	0.0	QM	Negative

XRF Lead-Based Paint Testing Data Sheet

NIH Survey

4200 Connecticut Avenue NW; Washington, DC 20008

Inspection Date: January 31, 2022

Abatement Level: 1.0

Reading No.	Wall	Room	Component	Substrate	Paint Condition	Lead (mg/cm ²)	Mode	Classification
089	B	32 B01-19	wall surface	drywall	white	0.0	QM	Negative
090	C	32 B01-18	wall surface	drywall	white	0.0	QM	Negative
091	A	32 B01-15	wall surface	drywall	white	0.0	QM	Negative
092	A	32 B01-10	door casing	metal	red	0.0	QM	Negative
093	A	32 B01-10	door jamb	metal	red	0.0	QM	Negative
094	A	32 B01-09	door surface	wood	brown	0.0	QM	Negative
095	A	32 B01-09	door casing	metal	gray	0.0	QM	Negative
096	A	32 B01-09	door jamb	metal	gray	0.0	QM	Negative
097	B	32 B01-09	wall surface	drywall	white	0.0	QM	Negative
098	C	32 B01-09	wall surface	concrete	white	0.3	QM	Negative
099	C	32 B01-09	window casing	metal	black	0.0	QM	Negative
100	C	32 B01-08	wall surface	drywall	white	0.0	QM	Negative
101	-	32 B01-08	ceiling frame	metal	black	0.0	QM	Negative
102	D	32 B01-05	wall surface	drywall	white	0.0	QM	Negative
103	D	32 B01 class hallway	door surface	wood	brown	0.0	QM	Negative
104	A	32 B01 class hallway	door casing	metal	gray	0.0	QM	Negative
105	D	32 B01 class hallway	door jamb	metal	gray	0.0	QM	Negative
106	A	32 B01 class hallway	wall surface	drywall	white	0.0	QM	Negative
107	B	32 B01 class hallway	wall surface	drywall	white	0.0	QM	Negative
108	C	32 B01 class hallway	wall surface	drywall	white	0.0	QM	Negative
109	D	32 B01 class hallway	wall surface	drywall	white	0.0	QM	Negative
110	-	32 B01 class hallway	ceiling	drywall	white	0.0	QM	Negative
111	B	32 B01 class hallway	door surface	metal	red	0.0	QM	Negative
112	B	32 B01 class hallway	door casing	metal	red	0.0	QM	Negative
113	B	32 B01 class hallway	closet door surface	metal	red	2.2	QM	Positive
114	B	32 B01 class hallway	closet door casing	metal	red	0.0	QM	Negative
115	B	32 B01 class hallway	closet door jamb	metal	red	0.0	QM	Negative
116	B	32 B01 class hallway	closet floor	concrete	gray	0.0	QM	Negative
117	B	32 B01 class hallway	chair rail	wood	red	0.0	QM	Negative
118	D	32 B01 unmarked rm	wall surface	drywall	white	0.0	QM	Negative
119	D	32 B01 unmarked rm	chair rail	wood	white	0.0	QM	Negative
120	D	32 B01-27	wall surface	drywall	white	0.0	QM	Negative
121	D	32 B01-27	chair rail	wood	white	0.0	QM	Negative
122	A	32 B01-27	closet door casing	metal	gray	0.0	QM	Negative
123	A	43 foyer	door casing	metal	brown	0.0	QM	Negative
124	A	43 foyer	door jamb	metal	bwown	0.0	QM	Negative
125	A	43 foyer	wall surface	concrete	white	0.0	QM	Negative
126	B	43 foyer	wall surface	drywall	white	0.0	QM	Negative
127	C	43 foyer	wall surface	drywall	white	0.0	QM	Negative
128	D	43 foyer	wall surface	concrete	white	0.0	QM	Negative
129	-	43 foyer	floor	concrete	gray	0.0	QM	Negative
130	A	43 foyer	pipe	metal	white	0.0	QM	Negative
131	A	43 foyer	vent	metal	black	0.0	QM	Negative
132	A	43 foyer	window cover	wood	black	0.0	QM	Negative

XRF Lead-Based Paint Testing Data Sheet

NIH Survey

4200 Connecticut Avenue NW; Washington, DC 20008

Inspection Date: January 31, 2022

Abatement Level: 1.0

Reading No.	Wall	Room	Component	Substrate	Paint Condition	Lead (mg/cm ²)	Mode	Classification
133	C	43 foyer	door surface	metal	brown	0.0	QM	Negative
134	C	43 foyer	door casing	metal	brown	0.0	QM	Negative
135	C	43 foyer	door jamb	metal	brown	0.0	QM	Negative
136	A	43 A01	door surface	wood	white	0.0	QM	Negative
137	A	43 A01	door casing	metal	white	0.0	QM	Negative
138	A	43 A01	door jamb	metal	white	0.0	QM	Negative
139	A	43 A01	wall surface	drywall	white	0.0	QM	Negative
140	B	43 A01	wall surface	concrete	white	0.0	QM	Negative
141	D	43 A01	wall surface	concrete	white	0.0	QM	Negative
142	D	43 A01	pipe	metal	brown	0.2	QM	Negative
143	D	43 A01	window casing	metal	orange	0.2	QM	Negative
144	D	43 A01	window frame	metal	black	0.0	QM	Negative
145	D	43 A01	guardrail	metal	orange	0.2	QM	Negative
146	D	43 A01	door surface	metal	orange	0.0	QM	Negative
147	D	43 A01	door casing	metal	orange	0.0	QM	Negative
148	D	43 A01	steel beam	metal	blue	5.6	QM	Positive
149	-	43 A01	steel beam	metal	blue	5.9	QM	Positive
150	A	43 front hallway	door surface	metal	brown	0.0	QM	Negative
151	A	43 front hallway	door casing	metal	brown	0.0	QM	Negative
152	A	43 front hallway	door jamb	metal	brown	0.0	QM	Negative
153	A	43 front hallway	wall surface	drywall	white	0.0	QM	Negative
154	A	43 front hallway	wall surface	concrete	white	0.2	QM	Negative
155	D	43 front hallway	door surface	metal	orange	0.0	QM	Negative
156	D	43 front hallway	door casing	metal	orange	0.2	QM	Negative
157	D	43 front hallway	door jamb	metal	orange	0.0	QM	Negative
158	D	43 front hallway	steel beam	metal	blue	8.6	QM	Positive
159	D	43 front hallway	wall surface	concrete	green	0.1	QM	Negative
160	D	43 front hallway	wall surface	concrete	orange	0.1	QM	Negative
161	D	43 front hallway	access panel	metal	white	0.0	QM	Negative
162	D	43 front hallway	access panel casing	metal	white	0.0	QM	Negative
163	C	43 front hallway	door surface	metal	brown	0.0	QM	Negative
164	C	43 front hallway	door casing	metal	brown	0.2	QM	Negative
165	C	43 front hallway	door jamb	metal	brown	0.0	QM	Negative
166	-	43 front hallway	ceiling	drywall	white	0.0	QM	Negative
167	-	43 front hallway	access panel	metal	white	0.0	QM	Negative
168	-	43 front hallway	access panel casing	metal	white	0.0	QM	Negative
169	-	43 front hallway	duct	metal	blue	0.0	QM	Negative
170	A	43 front hallway	stairwell door surface	metal	brown	0.0	QM	Negative
171	A	43 front hallway	stairwell door casing	metal	brown	0.0	QM	Negative
172	A	43 front hallway	stairwell door jamb	metal	brown	0.0	QM	Negative
173	-	43 front hallway	vent	metal	white	0.0	QM	Negative
174	-	43 front hallway	light frame	metal	white	0.0	QM	Negative
175	A	43 closet	door surface	metal	brown	0.0	QM	Negative
176	A	43 closet	door casing	metal	brown	0.0	QM	Negative

XRF Lead-Based Paint Testing Data Sheet

NIH Survey

4200 Connecticut Avenue NW; Washington, DC 20008

Inspection Date: January 31, 2022

Abatement Level: 1.0

Reading No.	Wall	Room	Component	Substrate	Paint Condition	Lead (mg/cm ²)	Mode	Classification
177	A	43 closet	door jamb	metal	brown	0.0	QM	Negative
178	A	43 closet	wall surface	concrete	white	0.0	QM	Negative
179	B	43 closet	wall surface	concrete	white	0.0	QM	Negative
180	C	43 closet	wall surface	concrete	white	0.0	QM	Negative
181	D	43 closet	wall surface	concrete	white	0.0	QM	Negative
182	B	43 closet	pipe	metal	white	0.0	QM	Negative
183	D	43 closet	pipe	metal	white	0.0	QM	Negative
184	D	43 closet	access panel	metal	white	0.0	QM	Negative
185	D	43 closet	access panel casing	metal	white	0.0	QM	Negative
186	A	43 A02	door surface	metal	brown	0.0	QM	Negative
187	A	43 A02	door casing	metal	brown	0.0	QM	Negative
188	A	43 A02	door jamb	metal	brown	0.0	QM	Negative
189	A	43 A02	wall surface	concrete	white	0.0	QM	Negative
190	B	43 A02	wall surface	concrete	white	0.0	QM	Negative
191	C	43 A02	wall surface	concrete	white	0.0	QM	Negative
192	D	43 A02	wall surface	concrete	white	0.0	QM	Negative
193	A	43 A02	window casing	metal	brown	0.0	QM	Negative
194	C	43 A02	vent	metal	red	0.0	QM	Negative
195	-	43 A02	vent	metal	white	0.0	QM	Negative
196	-	43 rear hallway	ceiling	drywall	white	0.0	QM	Negative
197	-	43 rear hallway	light frame	metal	white	0.0	QM	Negative
198	C	43 rear hallway	steel beam	metal	blue	5.8	QM	Positive
199	C	43 rear hallway	wall surface	concrete	white	0.0	QM	Negative
200	A	43 rear hallway	door surface	metal	brown	0.0	QM	Negative
201	A	43 rear hallway	door casing	metal	brown	0.0	QM	Negative
202	A	43 rear hallway	door jamb	metal	brown	0.0	QM	Negative
203	A	43 rear hallway	closet sink	metal	white	0.0	QM	Negative
204	D	43 A04	wall surface	concrete	white	0.0	QM	Negative
205	C	43 A04	vent	metal	orange	0.0	QM	Negative
206	A	43 mechanical room	door frame	metal	green	0.0	QM	Negative
207	A	43 mechanical room	duct	metal	red	0.0	QM	Negative
208	A	43 mechanical room	duct	metal	blue	0.0	QM	Negative
209	A	43 mechanical room	wall surface	concrete	white	0.0	QM	Negative
210	B	43 mechanical room	wall surface	concrete	white	0.0	QM	Negative
211	C	43 mechanical room	wall surface	concrete	white	0.0	QM	Negative
212	D	43 mechanical room	wall surface	concrete	white	0.0	QM	Negative
213	C	43 mechanical room	steel beam	metal	blue	9.9	QM	Positive
214	A	43 front exterior	handrail	metal	black	0.0	QM	Negative
215	A	43 front exterior	light frame	metal	white	0.0	QM	Negative
216			Calibration			1.0	TC	N/A
217			Calibration			1.0	TC	N/A
218			Calibration			1.0	TC	N/A



Appendix C

Photographic Log



Building 43 asbestos containing floor tile and mastic.



Typical fire-door identified on the Site.



Suspect pottery kilns in Building 43.



Typical non-asbestos spray-on fireproofing.



Two types of non-asbestos 12"x12" floor tile in Building 32/42.



Typical non-asbestos duct seam caulk on the Site.



Typical exit signs and emergency lighting found on the Site.



Suspect microbial growth on the ceiling in Building 43.

PHOTO 2

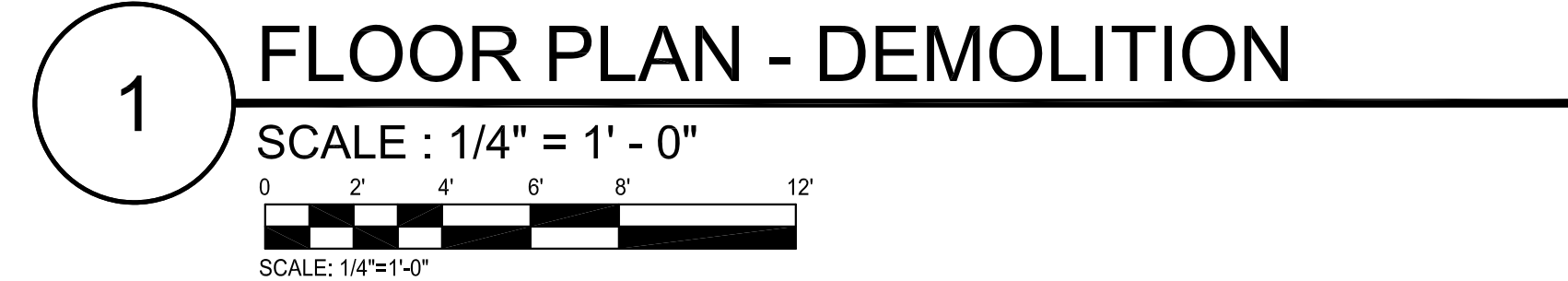
Date Site Surveyed:
January 31, 2022

UDC-NIH
Buildings 32/42/43

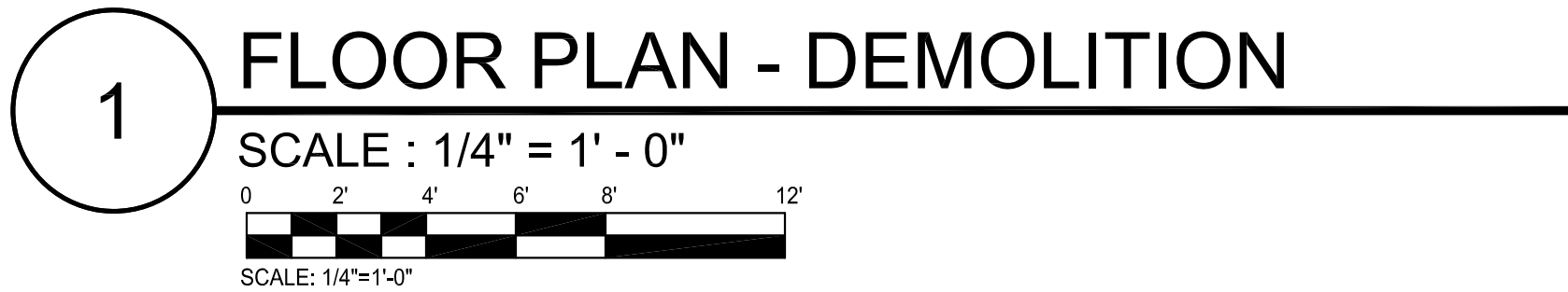


Appendix D

Construction Diagrams

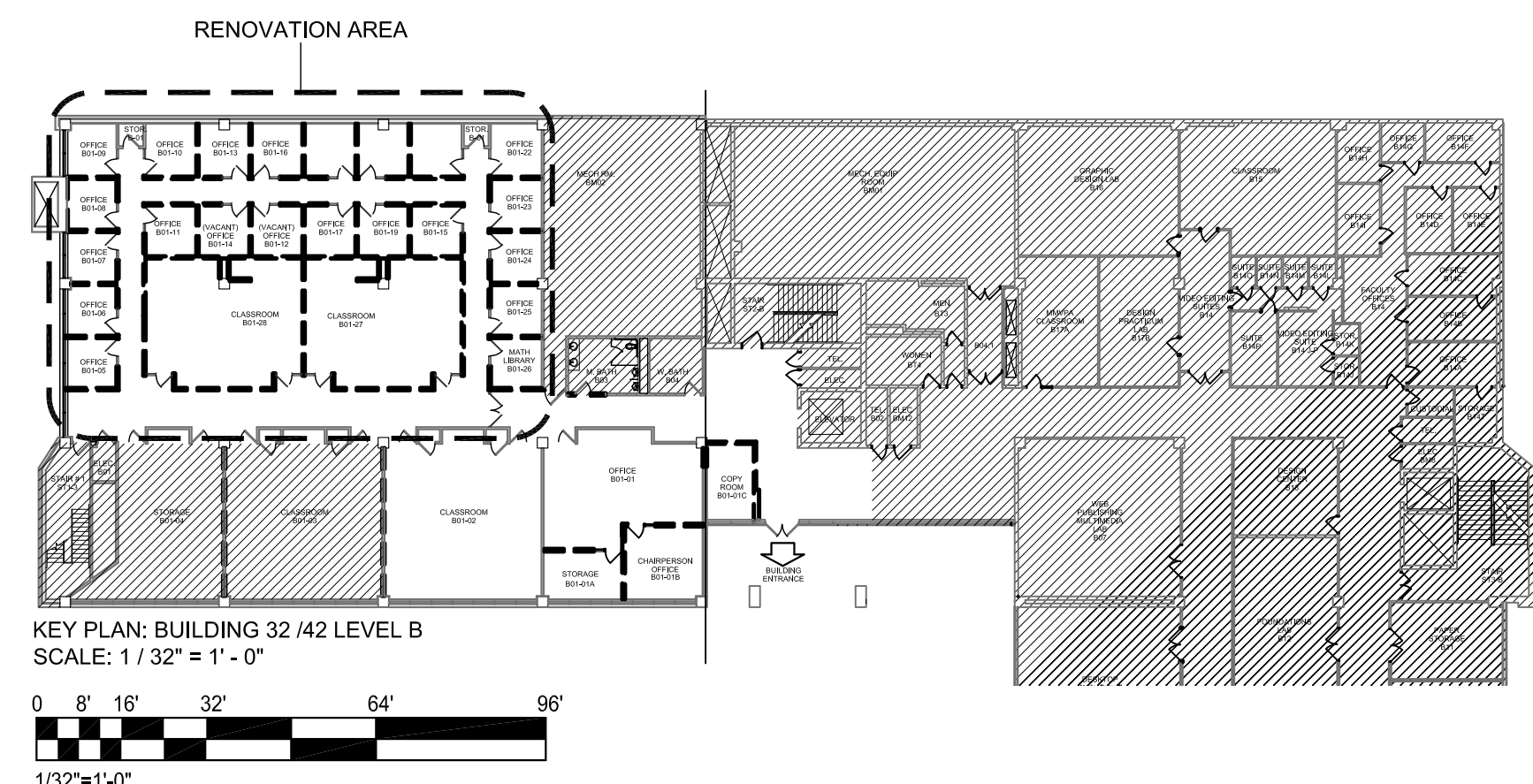


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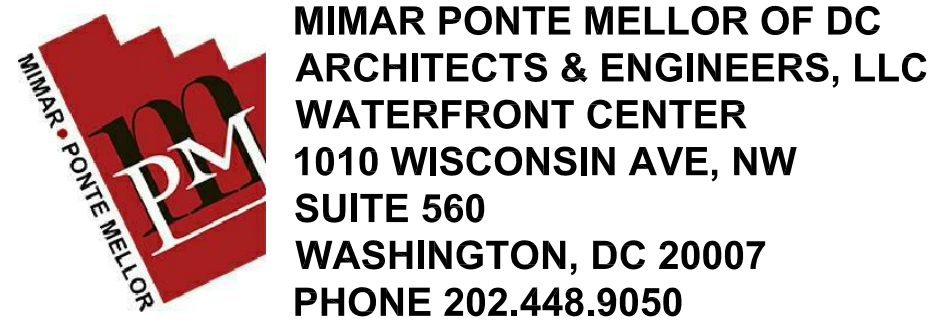
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15. IN AREAS WHERE NEW FLOOR FINISHES ARE SCHEDULED OR DETAILED CONTRACTOR SHALL PREPARE SURFACES AS REQUIRED FOR NEW FLOOR FINISHES AS INDICATED
16. ALL LOUD WORK NEEDS TO BE DONE BEFORE 8AM OR AFTER 5PM OR ON THE WEEKENDS. ANY WORK THAT INTERFERES WITH DAILY OPERATIONS OF OTHER TENANTS NEEDS TO BE DONE OFF HOURS.

X



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WASHINGTON, DC 20007
PHONE: 202.393.1523**

UNIVERSITY OF THE DISTRICT OF COLUMBIA
4200 CONNECTICUT AVENUE NW
WASHINGTON, DC 20008

PROJECT:

**BUILDING 32/42/43
A CENTER FOR
BIOMEDICAL AND
REHABILITATION
ENGINEERING
(CBRE)**

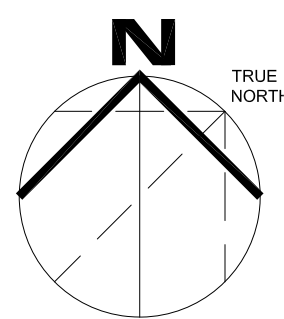
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GF-2018-C-0074

SOLICITATION NUMBER:

GF-2019-T-0044



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	01/20/2021	SCHEMATIC DESIGN SUBMISSION
NO.	DATE	DESCRIPTION
REVISIONS		

PROFESSIONAL CERTIFICATION

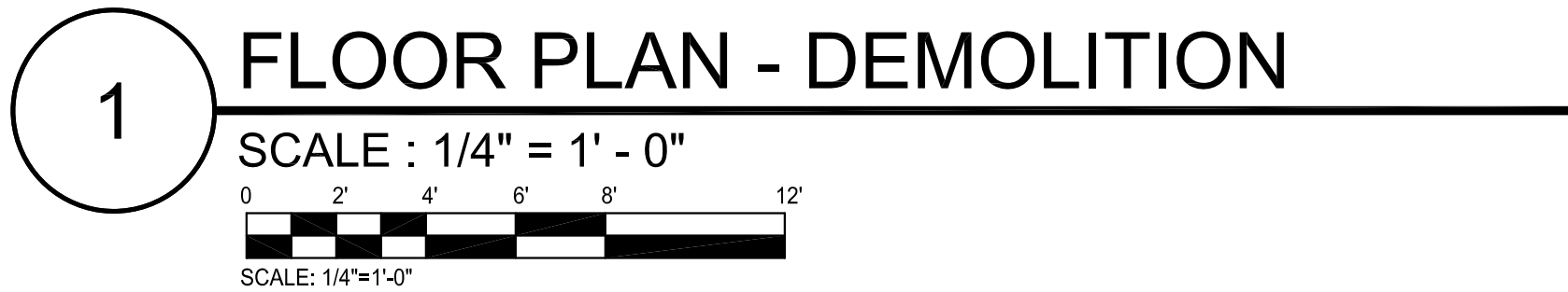
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FLOOR PLAN - DEMOLITION
BUILDING 32 / 42
LEVEL B

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CHECKED BY: MPMofDC	
APPROVED BY: MPMofDC	
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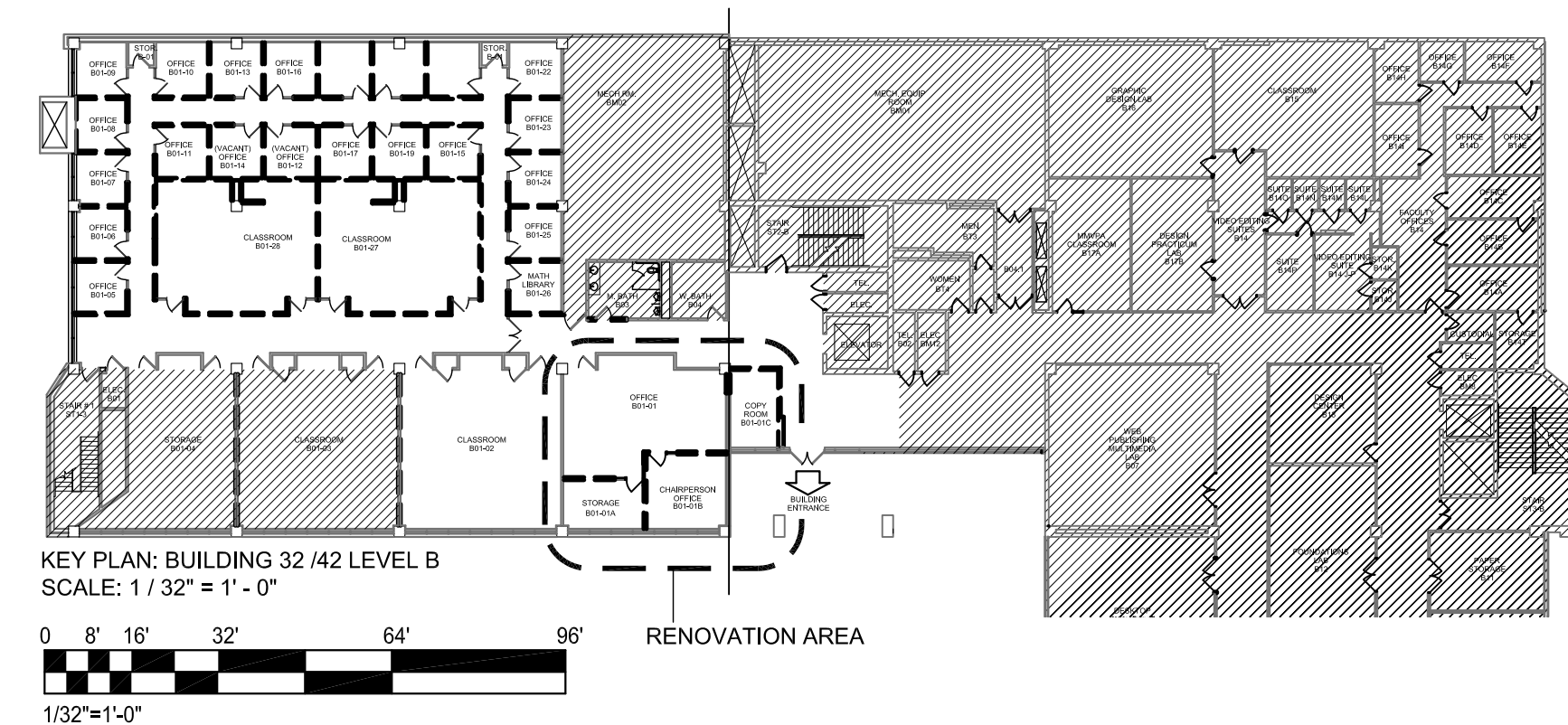


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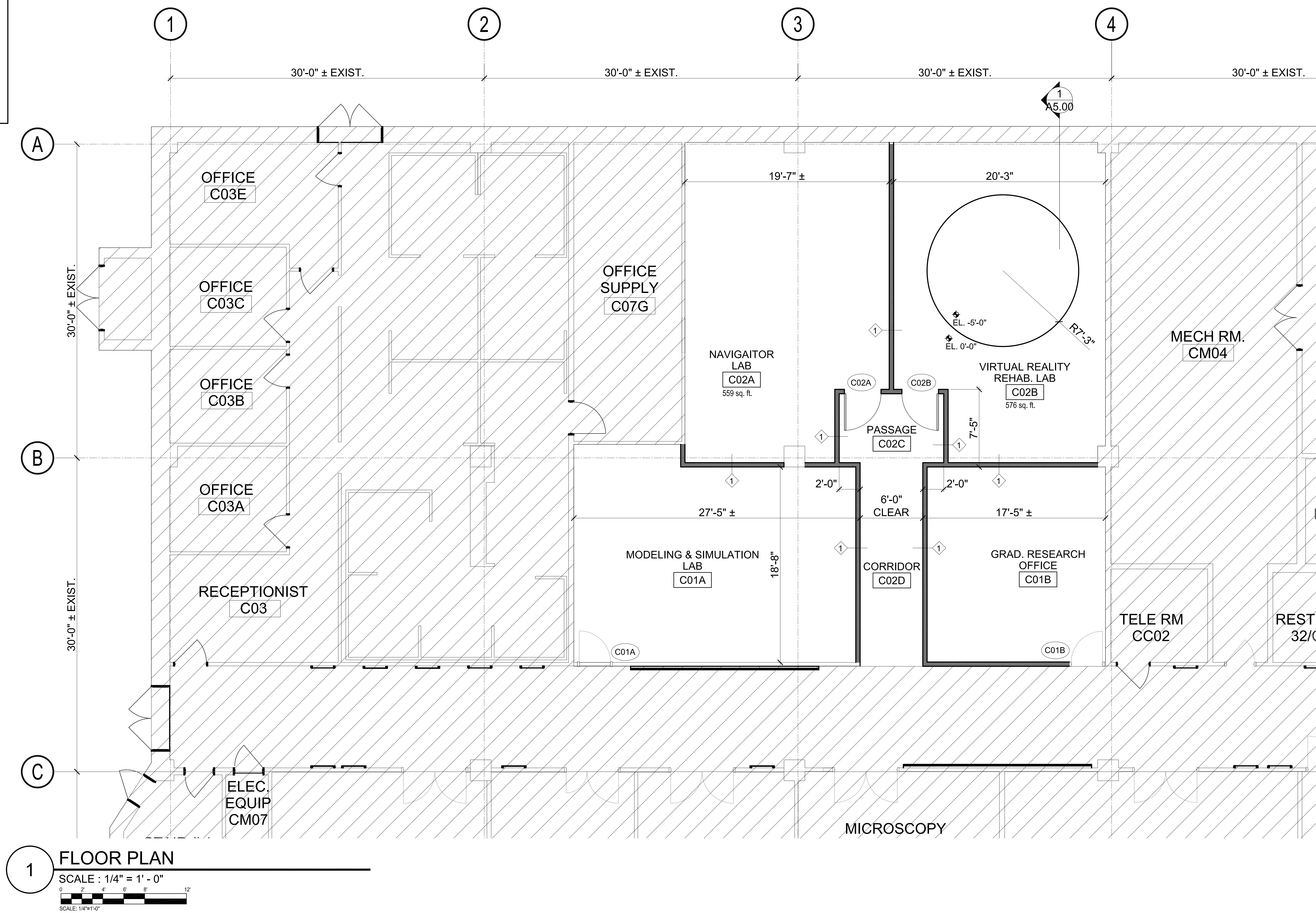
15. IN AREAS WHERE NEW FLOOR FINISHES ARE SCHEDULED OR DETAILED CONTRACTOR SHALL PREPARE SURFACES AS REQUIRED FOR NEW FLOOR FINISHES AS INDICATED

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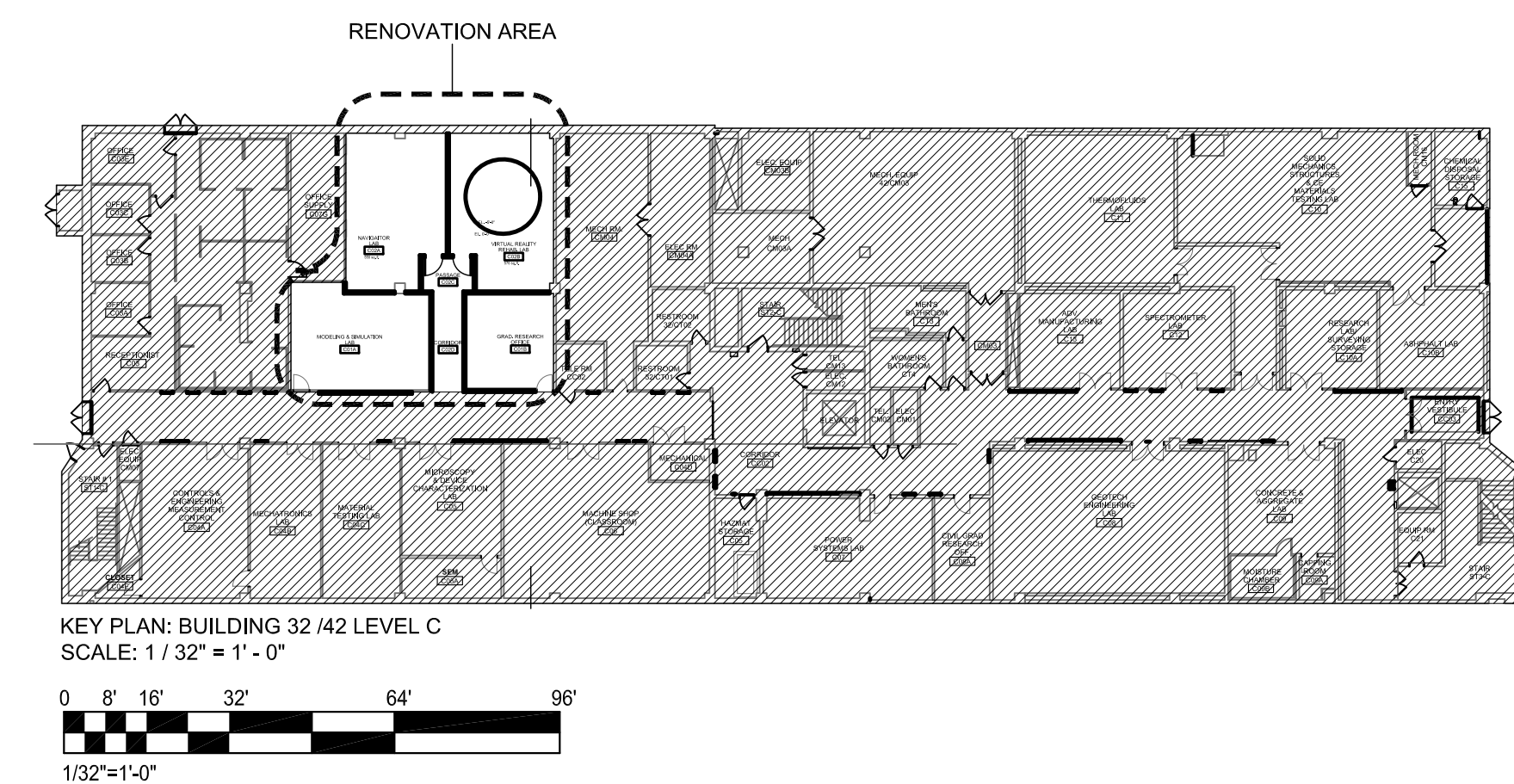
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AD1.02



1 FLOOR PLAN
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SCALE: 1/4"=1'-0"



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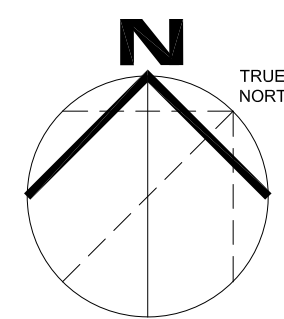
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DRAWING TITLE

FLOOR PLAN
BUILDING 32 / 42
LEVEL C

DRAWN BY: MPMofDC

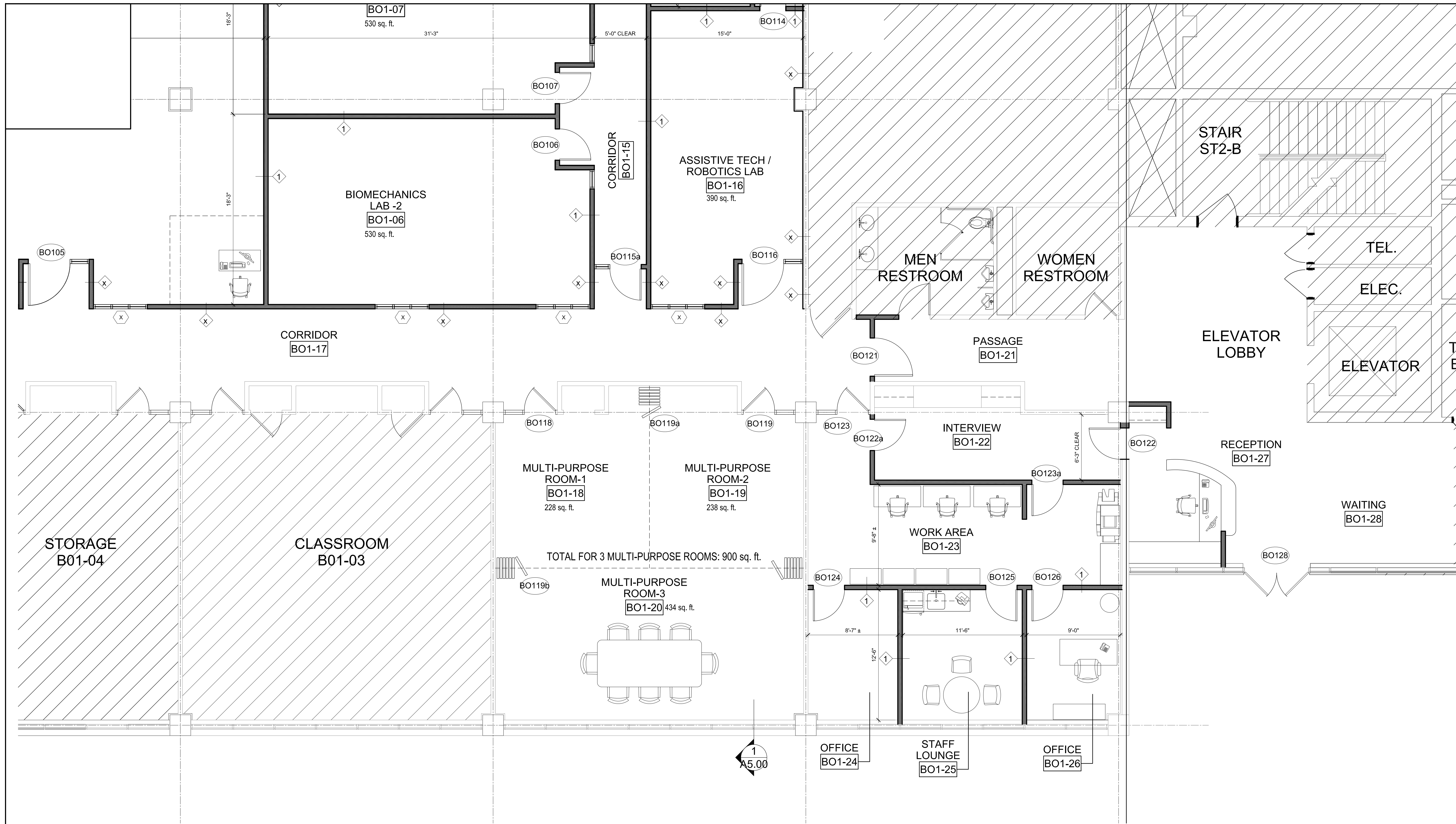
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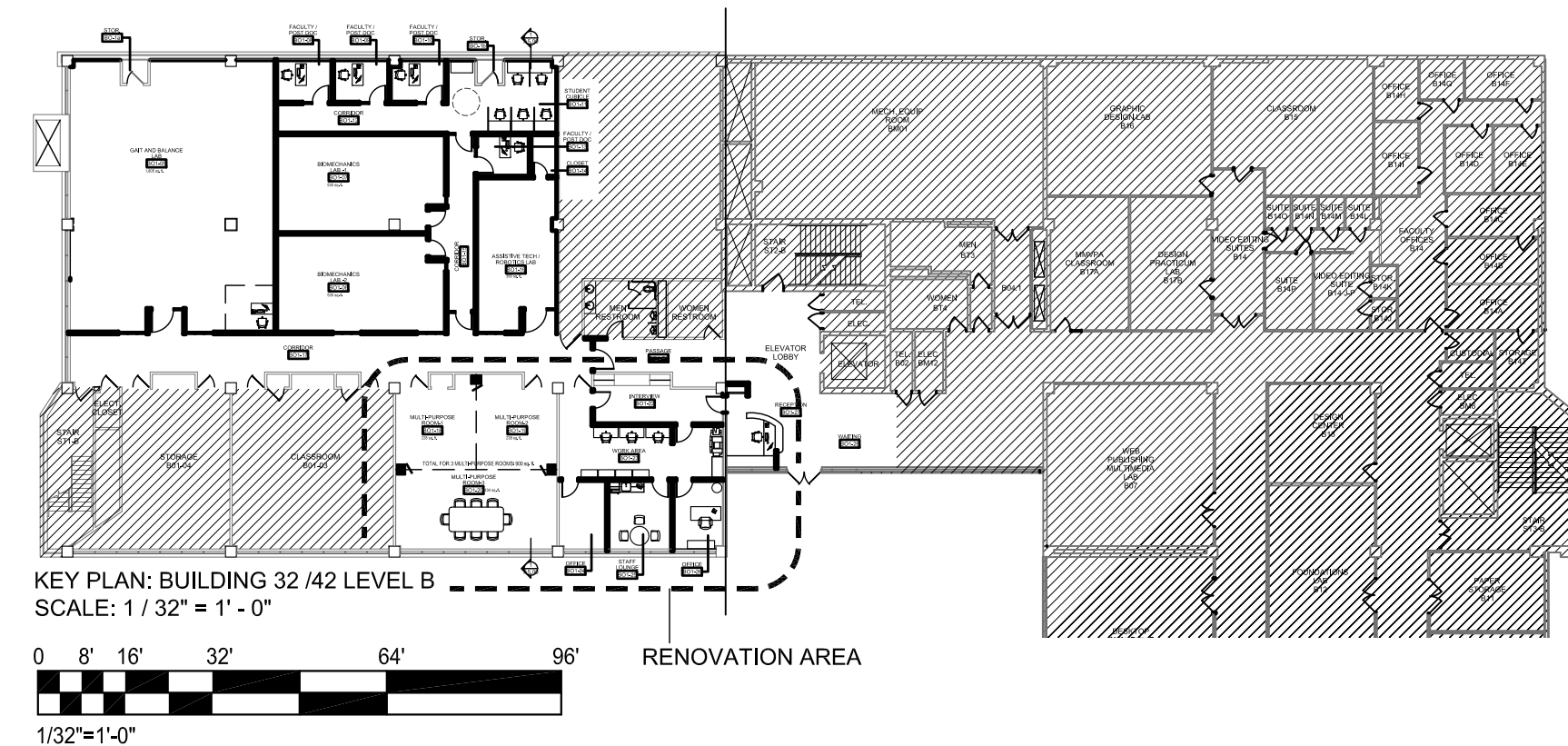
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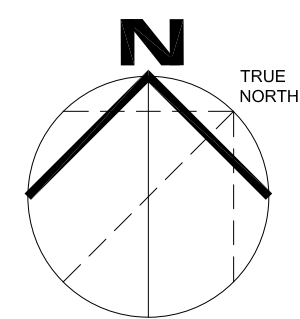
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MIMAR PONTE MELLOR OF DC ARCHITECTS & ENGINEERS, LLC
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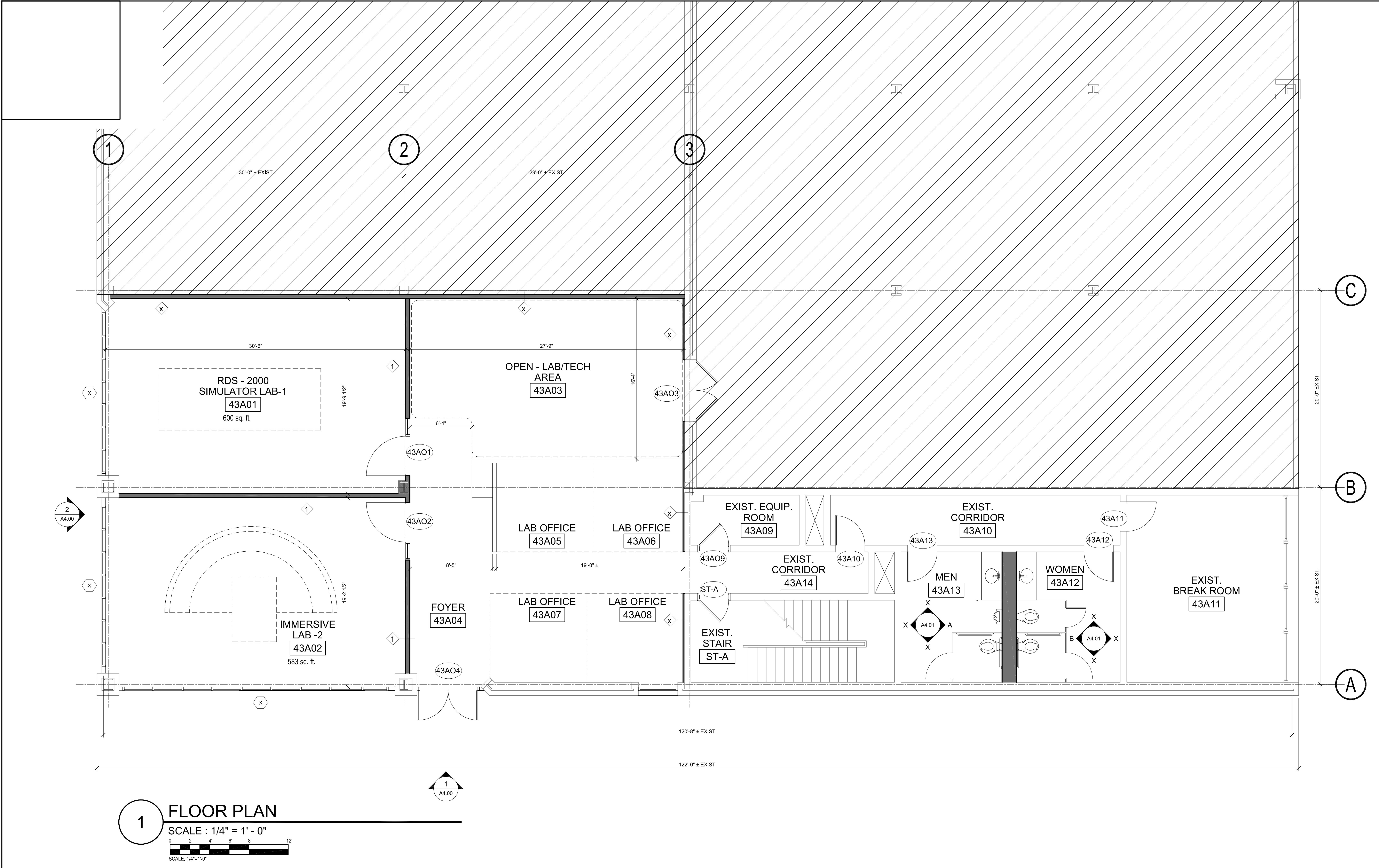
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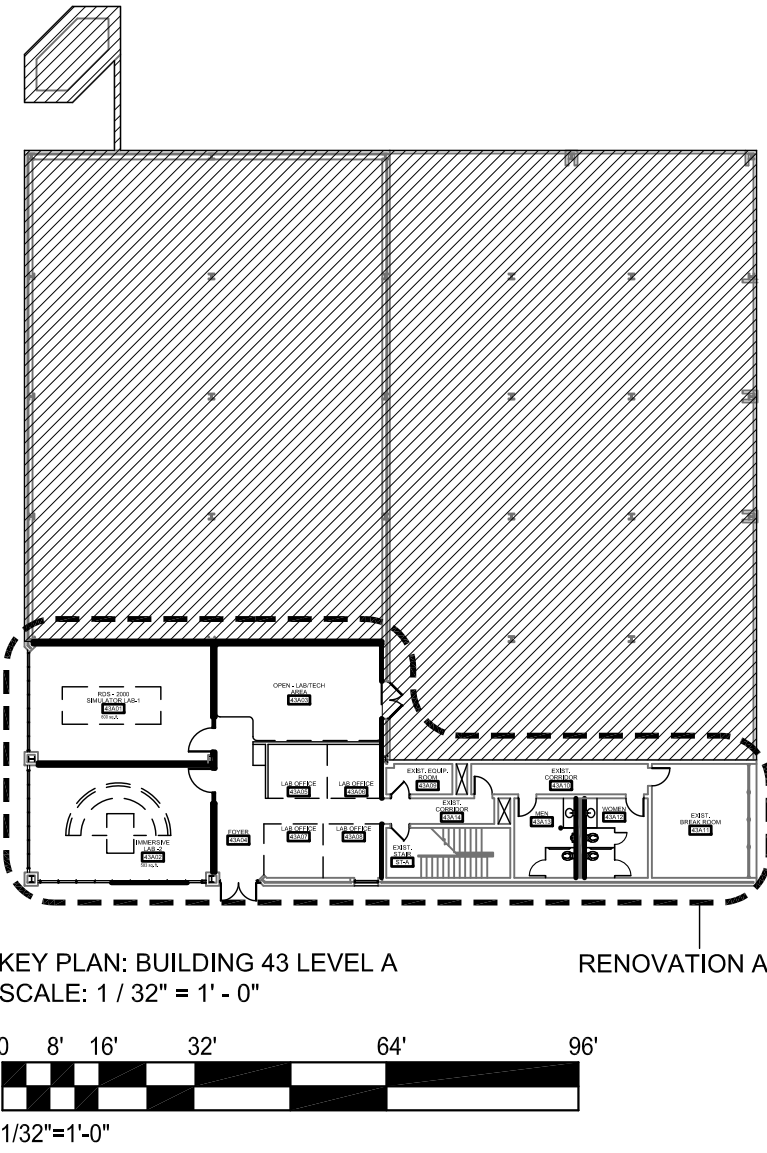
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BUILDING 32 / 42
LEVEL B

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CHECKED BY: MPMofDC
APPROVED BY: MPMofDC
DATE: X

A1.02



1 FLOOR PLAN
SCALE : 1/4" = 1' - 0"
SCALE: 1/4"=1'-0"



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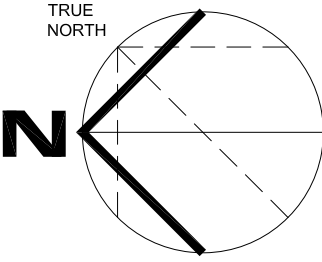
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**FLOOR PLAN - BUILDING 43
LEVEL A**

DRAWN BY: MPMofDC
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APPROVED BY: MPMofDC
DATE: X

DRAWING NO.

A1.03

Atertus Panic Buttons - Basis of Design

Alertus Panic Buttons - Basis of Design

Product Code	Product	Product Description	Line Item Description	Quantity
AAB-E-YL	Alert Beacon, Ethernet/PoE, yellow	Includes wall mounting bracket. Backup batteries and power supplies, if needed, are sold separately.		21.00
ALR-B-YL-EMER	Alertus Hardwired Duress Button; Yellow - EMERGENCY	Standard yellow in color displaying text "EMERGENCY" top and "ALERTUS" bottom		30.00
ALR-W-P-1	Alertus WiFi Panic Button - Single unit	Discreet, rechargeable Wi-Fi device for location based call for help. Price includes single device		5.00

SECTION 281300 UDC INTEGRATED SECURITY
MANAGEMENT SYSTEM

GENERAL

1.1 SUMMARY

- A. The intent of this document is to specify the minimum criteria for the supply, installation, integration and activation of video surveillance, access control systems and related sub-systems within properties owned, leased and operated by the University of the District of Columbia (UDC).
- B. The UDC Integrated Security Management System operates on the Honeywell Pro-Watch, MaxPro, Milestone and Salto platforms.
- C. **All work MUST be coordinated and approved by the UDC Police Department in coordination with UDC's existing security systems integrator. NOTE: UDC operates a complex, integrated, multi-campus security management system which it relies on to protect its Students, Staff, Visitors and Assets. No individual and/or organization are permitted to conduct work on any portion of the system without authorization from UDC Police Department and review by UDC's security systems integrator. Work conducted without such authorization and review shall be considered an acceptance by the individual and/or organization of all liability regarding security management system performance in the protection of life and property.**
- D. **All work MUST be supplied, installed, and programmed by a Honeywell Pro-Watch PLATINUM Certified Systems Integrator. NOTE: Security Dealer's (to include all Installers and programmers) name must appear on Honeywell Integrated Security Certified Dealer's List. Contractors are subject random on-site compliance inspections by UDC Police. To ensure compliance all integrators/installers must carry proof of *individual* certification at all times (on their person).**
- E. All programming to be coordinated, approved and inspected by UDC's existing security systems integrator or manufacturer. The technician providing programming must hold an active Honeywell Pro-Watch Basic and Advanced Certification, Honeywell MAXPRO VMS Certification, Milestone MCDE & MCIT Certification and Salto Certification.
- F. Security integrator must provide verifiable documentation that the above listed experience/certification has been met. The security integrator **MUST** provide verifiable documentation that they have provided similar services within the last three years in a higher education environment, comparable to UDC. Specifically, an environment that has an integrated Pro-Watch (at least version 4.4), Honeywell MAXPRO, Milestone xProtect Expert (at least 2019 R1), and Salto System (at least version 9.2.1.123). **UDC Police will not approve any projects without having the documentation in hand.**
- G. All associated cabling must conform to UDC IT Infrastructure Standards and Best Practices. Contact UDC OIT for the most current version of the Standards.
- H. Bidder must provide three references from current (or recent within last 3 years) higher education or government customers purchasing similar services. Include

business name, contact name, phone number and description of system installed.

- I. Applicable parties should **ALWAYS** request the most recent version of this document from UDC Police Department, as this document will be updated regularly.
- J. All work that integrates with an IT component requires authorization from IT, regardless if it is not mentioned in this document. This document is designed to help applicable parties move quickly through the design and install process by following UDC best practices. IT authorization **IS REQUIRED prior to the start of ANY** project regardless of initiating party and also will inspect jobs after completion to verify job was completed satisfactory.

1.2 REFERENCES

- 1. RESERVED

1.3 SECURITY MANAGEMENT SYSTEM DESCRIPTION

- A. The UDC Integrated Security Management System (UDC-ISMS) functions as an electronic access control system and integrates alarm monitoring, CCTV, ID badging and database management into a single platform.

1.4 SUBMITTALS

- A. Manufacturer's Product Data: Submit manufacturer's data sheets indicating systems and components proposed for use, **prior to the start of work**.
 - 1. Shop Drawings: Submit complete shop drawings indicating system components, wiring diagrams and load calculations, **prior to start of work and prior to requesting programming of the SMS**. As-built drawings for the SMS and supporting system connections. Supporting systems include electrical for SMS power, Fire Alarm for initiation of electronic door lock release, Door & Door Hardware, Mechanical Systems for operator inter-connections, Data Network for connection of SMS Ethernet devices. SMS Ethernet devices include ProWatch Intelligent Controllers, Network Video Recorders and IP Cameras. As-built drawings are required for programming as they provide the information required for graphical representation of devices, association of related logical devices, and the wiring configuration of all device and supporting system connections. Devices are defined as any SMS or supporting system product and hardware to include but not be limited to controllers, power supplies, computers, network video recorders, cameras, card readers, sensors, relays, punch down/patch panels, and network switches. Without this information programming cannot be provided. All drawings and listed information must be legible, complete, uniform and accurate. As-built drawings at a minimum must include:
 - a. SMS floor plan Drawings must indicate the physical location of all SMS devices and supporting systems' inter-connections. The SMS floor plan

drawings should be drafted on the project's architectural drawings. The drawings are to indicate building, floor, door numbers, room or area numbers and descriptive names and are to be to scale. Device icons are to be consistent from drawing to drawing and must be accurately identified in the legend. Device icons are to indicate mounting location (wall, ceiling, pole...).

- b. Riser Drawings also referred to as Single-line drawings. These drawings are to indicate the specific wiring (cabling) configuration of all SMS devices and supporting system connections. It is critical that this information is accurate as the program will be written based on this information. It shall include all connections, to include but not be limited to, communications, power, data, relay, grounding, and device status. The wiring configuration is to indicate specific terminal to terminal wiring from device to device with the color of each conductor indicated. It shall indicate the type of wire to include AWG (American Wire Gauge), number of conductors, twist and shielding. All relay and device status connections must indicate the configuration such as normally closed or normally open. "Typical" drawings are acceptable as long as they are for identical devices.
- B. Record Drawings: During construction maintain record drawings indicating location of equipment and wiring. Submit an electronic version of record drawings for the Security Management System not later than Substantial Completion of the project.
- C. Operation and Maintenance Data: Submit manufacturer's operation and maintenance data, customized to the Security Management System installed. Include system and operator manuals.
- D. Maintenance Service Agreement: Submit a sample copy of the manufacturer's maintenance service agreement, including cost and services for a two year period for Owner's review.

1.5 QUALITY ASSURANCE

- A. **Installer and Security Integrator must be Platinum certified by Honeywell Integrated Security Dealer Service Certification Program (DSCP).** Platinum certification ensures that the Installer and Security Integrator is Integration Capable and has met the highest standards of technical competence and customer service.
- B. **Installer and Security Integrator must be PRO-WATCH Security Management System (SMS) certified by Honeywell Integrated Security. Certification must be evidenced by the full time employment of multiple PRO-WATCH SMS certified technicians (successful completion of manufacturer training).**

- C. **Installer and Security Integrator must be MAXPRO Video Management System (PRO-WATCH Video Manager) certified by Honeywell Integrated Security. Certification must be evidenced by the full time employment of multiple MAXPRO VMS certified (successful completion of manufacturer training) technicians.**
- D. **Installer and Security Integrator must be Enterprise certified by Honeywell Integrated Security.** Certification must be evidenced by the full time employment of multiple MAXPRO VMS certified (successful completion of manufacturer training) technicians.
- E. **Installer and Security Integrator must be MCDE and MCIT certified by Milestone.** Certification must be evidenced by the full time employment of multiple Milestone certified (successful completion of manufacturer training) technicians.
- F. **Installer and Security Integrator must be a Salto Trained Inspired Business Partner (TIBP).** TIBP must be evidenced by the full time employment of multiple Salto certified (successful completion of manufacturer training) technicians.
- G. **Installer and Security Integrator must also show evidence by the full time employment working in an integrated environment with Pro-Watch & Salto working seamlessly (same as in the University of the District of Columbia).**
- H. **It is not permissible to have a Honeywell Platinum Certified integrator/installer to commission the work of non-certified integrators/installers.**

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's labeled packages. Store and handle in accordance with manufacturer's requirements.

1.7 WARRANTY

- A. **Manufacturer's Warranty:** Refer to the UDC Contract Documents for requirements.

PART 2 PRODUCTS

2.1 INTEGRATION REQUIREMENTS

- A. The UDC-ISMS, herein referred to as System or SMS, and the Sub-systems shall be modular and networkable. The System shall be controlled by UDC's existing Honeywell PRO-WATCH Version 4.4 software (or latest installed version). All work shall be coordinated and approved through the UDC Police Department and UDC's existing security integrator. All work must be supplied, installed and programmed by a Honeywell Integrated Security Platinum Certified Systems Integrator. **This System Integrator must also be certified and manufacturer trained for the following: Assa Abloy Certified IWP Integrator, Honeywell PRO-WATCH SMS, Honeywell MAXPRO VMS, Honeywell Enterprise, Milestone xProtect and Salto**

Virtual Networked Access Control system integrated as one system.

- B. Any required Security Workstations, Servers, Storage Arrays, Laptops, Touch screens, Network Switches, Racks/Enclosures and UPSs indicated in the drawings or specifications for this project **must be pre-approved by UDC OIT and by UDC's existing Security Systems Integrator**. Pre-approval must be evidenced by a compliance document listing the required technical specifications of each item.
- C. Provide products as specified or the most current version, meeting or exceeding the performance requirements, that is released at project award date. **An approved substitution request will still be required to be approved by UDC Police Department.**
 - 1. **UDC's Security Management System includes multiple sub-system integrations and interfaces. These include MAXPRO VMS, Salto, Intrusion Detection & Emergency Notification, Salto, Stentofon, HIS DTU, Milestone, Banner and others. Prospective bidders must provide the respective manufacturer certifications and also document at least 5 other similar installations utilizing ProWatch and the listed sub-systems.**
 - 2. **All projects must include at a minimum a ProWatch High Density Enclosure with Power Supply & 4 hours of battery back-up, a ProWatch 6000 Series Intelligent Controller, a ProWatch 6000 Series Dual-Reader Modules, a ProWatch Daisey Chain Cable and an Altronix AL600ULACM Power Supply & 4 hours of battery back-up, as well as the indicated field components. Utilizing existing capacity is not acceptable as this spare capacity has been planned for system resiliency and redundancy.**

2.2 MANUFACTURER

- A. Security Management System Manufacturer: Pro-Watch® Security Management Suite by Honeywell, www.honeywellintegrated.com.

2.3 SECURITY MANAGEMENT SYSTEM REQUIREMENTS

- A. Software Requirements: The Security Management System is a modular and network-enabled access control system. The Security Management System is capable of controlling multiple remote sites, alarm monitoring, video imaging, ID badging, paging, digital video and video switching and control that allows for easy expansion or modification of inputs and remote control stations.
 - 1. Additional card read licenses, camera licenses, additional Pro-Watch CE Client Licenses as well as additional MAXPRO VMS client licenses (as needed to support the installation of new devices or equipment) **shall be provided by the bidder as a part of this project**. In addition to the manufacturer's software support agreement (SSA) for all Pro-Watch licenses and sub-system licenses shall be included for the first year of the system operation. All required programming or licensing shall be coordinated through and provided by UDC's existing security systems integrator.

2.4 HARDWARE REQUIREMENTS

A. INTELLIGENT CONTROLLERS

- A. Manufacturers: Subject to compliance with requirements, provide Field Controllers or comparable product by one of the following:

1. Honeywell Security PW-6000
2. Honeywell Security PW-6101ICE

B. FIELD HARDWARE

- A. The security management system shall be equipped with access control field hardware required to receive alarms and administer all access granted/denied decisions. All field hardware shall meet UL requirements.

B. Intelligent Controller Board

1. Honeywell Security PW6K1IC

C. Dual Reader Module (DRM)

1. Honeywell Security PW6K1R2

D. Alarm Input Module (AIM)

1. Honeywell Security PW6K1IN

E. Relay Output Module (ROM)

1. Honeywell Security PW6K1OUT

F. Card Readers

1. Honeywell Security
 - a. iClass R40SE BLT Mobile Enabled, 13.56MHz Smart Card Reader, Single-gang Mount – READERS TO BE FACTORY ADDRESSED WITH THE UNIQUE UDC MOBILE KEY.
 - b. iClass R15SE BLT Mobile Enabled, 13.56MHz Smart Card Reader, Mullion Mount - READERS TO BE FACTORY ADDRESSED WITH THE UNIQUE UDC MOBILE KEY.
 - c. iClass R90SE, 13.56MHz Smart Card Reader, Long Range

2.6 Biometric Readers

- A. Suprema Biometrics
- B. MorphoTrak

2.7 System Interfaces/Sub-systems

A. Video Management Software & Computer Servers

1. *Description:* Video surveillance management software (referred to as "system" or "VMS") supporting an unrestricted number of users, devices, servers and sites, with options for high availability, intelligent video walls, central surveillance operations and mobile devices.
2. *System Architecture:* The VMS shall consist of:
 - a. *Servers:* One or more VMS servers, as approved by UDC Public Safety.
 - I. Physical or virtualized Windows servers.
 - II. Virtualized Windows servers, using:
 - (1) Microsoft Hyper-V.
 - (2) VMWare.
 - III. UPS provided to physical servers.
 - b. *Server Software Components:* One or more Milestone XProtect Expert software components, or software components made by others as noted, per VMS server. Milestone device licenses shall be included and Milestone Care Plus software support shall be included for one year. At a minimum, projects including IP cameras must include additional Recording Server(s) unless determined not required by UDC Public Safety. Servers are to be configured to support 30 days of recording for the specified cameras, at maximum resolution, with the following settings: frame Rate of 10 fps, Scene activity – moderate, 100% recording (24x7).
 - I. *Management Server:* Central service component of the VMS responsible for handling system configuration, distributing the configuration to other system components, such as Recording Server services, and for facilitating user authentication.
 - II. *Recording Server:* Service responsible for communications, recording and event handling for all devices (cameras, video and audio encoders, I/O modules, metadata sources, etc.), including:
 - (1) Retrieving video, audio, metadata and I/O event streams from devices.
 - (2) Recording video, audio and metadata.
 - (3) Providing access to live and recorded video, audio and metadata.

- (4) Transmit live audio from operator's microphone to one or more camera speakers or supported IP speakers.
 - (5) Providing access to device status.
 - (6) Triggering system and video events on device failures, events, etc.
 - (7) Writes video streams, audio streams and their metadata to a high-performance media database.
 - (8) Performing motion detection and generate smart search metadata.
 - III. *Failover Recording Server:* Implementation of Recording Server service designated to take over recording and other tasks should an active Recording Server fail.
 - (1) Failover Recording Server shall operate in two modes: cold-standby for monitoring multiple Recording Server services and hot-standby for monitoring a single Recording Server.
 - (2) Both cold- and hot-standby mechanisms shall offer fully automatic and user transparent failover in the event of hardware or system failure, with automatic synchronization of video, audio and metadata at system recovery.
3. *Computer Server Minimum Requirements:* Seneca or Dell servers configured for the specified project are acceptable. Other manufacturers must be approved by UDC Public Safety.
- a. *Computer Running Management Server:*
 - I. *CPU:* Intel® Core™ i3 or better.
 - II. *RAM:* 8 GB or more.
 - III. *Network:* Ethernet 100 Mbit or better.
 - IV. *Graphics Adapter:* Onboard GFX, AGP or PCI-Express, minimum 1024×768, 16-bit color or better.
 - V. *Hard Disk Space:* 50 GB free or more (depends on number of servers, devices, rules, and logging settings).
 - VI. *Operating System:*
 - (1) *For Individual Servers:*
 - (i) Microsoft Windows 10 Pro (64 bit).
 - (ii) Microsoft Windows 10 Enterprise (64 bit).
 - (iii) Microsoft Windows Server 2012 (64 bit): Standard and Datacenter.
 - (iv) Microsoft Windows Server 2012 R2 (64 bit): Standard and Datacenter.

- (v) Microsoft Windows Server 2016 (64 bit): Essentials, Standard and Datacenter.
 - (2) *To Run Clustering/Failover Management Server:*
 - (i) Microsoft Windows Server 2012/2012 R2 (64 bit) Standard or Datacenter.
 - (ii) Microsoft Windows Server 2016 (64 bit) Standard or Datacenter.
- VII. *Software:*
 - (1) Microsoft .NET 3.5 SP1 and .NET 4.7 Framework.
 - (2) 300 Cameras or less: SQL Server Express Edition.
 - (3) For larger systems or to support frequent database backups, run a licensed version of Microsoft SQL Server on its own server.
- b. *Computer Running Microsoft SQL Server (if not running Microsoft SQL Server Express Edition on Management Server computer):*
 - I. *CPU:* Intel® Core™ i3 or better.
 - II. *RAM:* 8 GB or more.
 - III. *Network:* Ethernet 100 Mbit or better.
 - IV. *Graphics Adapter:* Onboard GFX, AGP or PCI-Express, minimum 1024×768, 16-bit color or better.
 - V. *Hard Disk Space:* 100 GB free or more (depends on number of servers, devices, rules, and logging settings).
 - VI. *Operating System:*
 - (1) Microsoft Windows Server 2012 (64 bit): Standard and Datacenter.
 - (2) Microsoft Windows Server 2012 R2 (64 bit): Standard and Datacenter.
 - (3) Microsoft Windows Server 2016 (64 bit): Essentials, Standard and Datacenter.
 - VII. *Software:*
 - (1) Microsoft .NET 4.7 Framework.
 - (2) *Microsoft SQL Server:*
 - (i) Microsoft SQL Server 2012 SP1.
 - (ii) Microsoft SQL Server 2014.
 - (iii) Microsoft SQL Server 2016.
- c. *Computer Running Recording Server, Failover Recording Server, Event Server, Log Server or Service Channel:*
 - I. *CPU:* Intel® Core™ i3 or better.

- II. *RAM:* 8 GB or more.
 - III. *Network:* Ethernet 100 Mbit or better.
 - IV. *Graphics Adapter:* Onboard GFX, AGP or PCI-Express, minimum 1024×768, 16-bit color or better.
 - V. *Hard Disk Space:* 10 GB free or more (depends on number of devices and recording settings).
 - VI. *Operating System:*
 - (1) *For Individual Servers:*
 - (i) Microsoft Windows 10 Pro (64 bit).
 - (ii) Microsoft Windows 10 Enterprise (64 bit).
 - (iii) Microsoft Windows Server 2012 (64 bit): Standard and Datacenter.
 - (iv) Microsoft Windows Server 2012 R2 (64 bit): Standard and Datacenter.
 - (v) Microsoft Windows Server 2016 (64 bit): Essentials, Standard and Datacenter.
 - VII. *Software:* Microsoft .NET 4.7 Framework.
- d. *Computer Running Management Client:*
- I. *CPU:* Intel® Core™ i3 or better.
 - II. *RAM:* 4 GB or more.
 - III. *Network:* Ethernet 100 Mbit or better.
 - IV. *Graphics Adapter:* Onboard GFX, AGP or PCI-Express, minimum 1024×768, 16-bit color or better.
 - V. *Hard Disk Space:* 1 GB free or more.
 - VI. *Operating System:*
 - (1) Microsoft Windows 10 Pro (64 bit).
 - (2) Microsoft Windows 10 Enterprise (64 bit).
 - (3) Microsoft Windows Server 2012 (64 bit): Standard and Datacenter.
 - (4) Microsoft Windows Server 2012 R2 (64 bit): Standard and Datacenter.
 - (5) Microsoft Windows Server 2016 (64 bit): Essentials, Standard and Datacenter.
 - VII. *Software:*
 - (1) Microsoft .NET 4.7 Framework.
 - (2) DirectX 11 or newer.
- e. *Computer Running XProtect Smart Client or Accessing Remote Client:*

- I. CPU: Intel® Core™ i3 or better.
- II. RAM: 1 GB or more.
- III. Network: Ethernet 100 Mbit or better.
- IV. Graphics Adapter: Onboard GFX, AGP or PCI-Express, minimum 1024×768, 16-bit color or better.
- V. Hard Disk Space: 500 MB free or more.
- VI. Operating System:
 - (1) Microsoft Windows 10 Pro (32- or 64 bit).
 - (2) Microsoft Windows 10 Enterprise (32- or 64 bit).
 - (3) Microsoft Windows Server 2012 (64 bit): Standard and Datacenter.
 - (4) Microsoft Windows Server 2012 R2 (64 bit): Standard and Datacenter.
 - (5) Microsoft Windows Server 2016 (64 bit): Essentials, Standard and Datacenter.
- VII. *Software*:
 - (1) Microsoft .NET 4.7 Framework.
 - (2) DirectX 11.0 or newer.

B. IP Cameras

- 1. To ensure standardization and compatibility cameras shall be manufactured by Axis unless otherwise approved by UDC Public Safety.
- 2. Unless otherwise specified the following cameras, or most current Axis replacement camera, shall be provided for the listed application. The compatible Axis mount and accessories shall be included for the application.
 - a. Indoor fixed position dome camera: Axis 3046-V2.4 (4MP)
 - b. Outdoor fixed position dome camera: Axis 3026-VE (3MP)
 - c. Indoor 360 degree camera: Axis 3048-P (12MP)
 - d. Outdoor 360 degree camera: Axis M3058-PLVE (12MP)
 - e. Outdoor 180 degree camera: Axis P3807-PVE (8MP)
 - f. PTZ camera: Axis Q6125-LE (2MP)
 - g. PTZ with 360 degree view: Axis Q6000-E MkII with Q60E

B. Intrusion Detection Panels:

1. Honeywell Vista 128BPT, and Vista 250BPT Controllers

- a. All projects including Intrusion Detection must include a Honeywell TUXW Controller. Controller must be configured on the UDC network as indicated by UDC Police.
- b. All projects including Intrusion Detection must provide integration with ProWatch for Disarming by entry card reader and arming by a dedicated arming card reader.

C. Intercom Interface:

1. Manufacturer(s) and part numbers:

- a. Stentofon/Zenitel Alphacom series intercoms

D. Salto SVN Integration:

1. Manufacturer(s) and part numbers:

- b. PWWRDR for locks purchased through Honeywell
- c. PWWRDR3P for locks purchased through a 3rd party

2. Pro-Watch Hardware Requirements

- a. PW6K1IC Controller
- b. Salto Wireless Gateway
- c. Salto Wireless HUB

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine site conditions to determine site conditions are acceptable without qualifications. Notify UDC in writing if deficiencies are found. Starting work is evidence that site conditions are acceptable.

3.2 INSTALLATION

- B. Security Management System, including but not limited to access control, alarm monitoring, CCTV and ID badging system shall be installed in accordance with the manufacturer's installation instructions.

- C. Supervise installation to appraise ongoing progress of other trades and contracts, make allowances for all ongoing work, and coordinate the requirements of the installation of the Security Management System.

3.3 FIELD TESTING AND CERTIFICATION

1. Conduct a complete inspection and test of all installed access control and security monitoring equipment. This includes testing and verifying connection to equipment of other divisions such as life safety and elevators.
2. Provide staff to test all devices and all operational features of the Security Management System for witness by the Owner's representative and authorities having jurisdiction as applicable.
3. Correct deficiencies until satisfactory results are obtained.
4. Submit written copies of test results
5. **Installer and Security Integrator** are required to obtain sign off from UDC Police Department on all camera views and or access control functionality and operation. **Installer and Security Integrator** must coordinate an appointment to display all video views to the UDC Police representative and make any requested changes to positioning, focal length and focus.

END OF SECTION 281300

UDC POLICE DEPARTMENT - SECURITY TECHNOLOGY MATRIX

[illegible]

SALTO VIRTUAL NETWORK (SVN)
WIRE-FREE NETWORKED
ACCESS CONTROL

SALTO VIRTUAL NETWORK (SVN)

WIRE-FREE NETWORKED ACCESS CONTROL

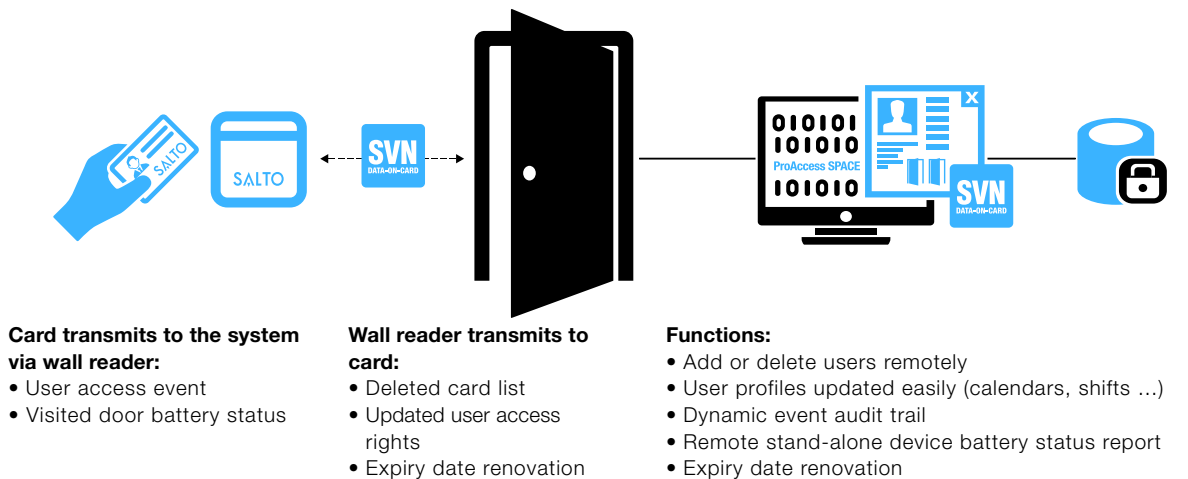
The SALTO Virtual Network (SVN) is a data-on-card system based on a patented read/write technology. In SVN all user-related access information is stored on ID credentials which act as credentials. The access rights are updated at hard-wired online IP access points. Optionally, any update can be recorded on the credentials directly at the system manager without any hard-wiring. All other access control products, like electronic escutcheons and cylinders are battery-operated, non-wired offline elements and virtually networked through the credentials. The exchange of information between the credentials and the offline elements is in a two-way communication. For example, a lost or stolen credential is written on credentials and so transmitted in no time to

the offline elements. A credential that is listed as lost or stolen is deleted immediately when it is presented at an offline reader which has been informed about the loss. Low battery status of an offline escutcheon/cylinder is written on the valid credentials and transmitted to the system manager through update points.

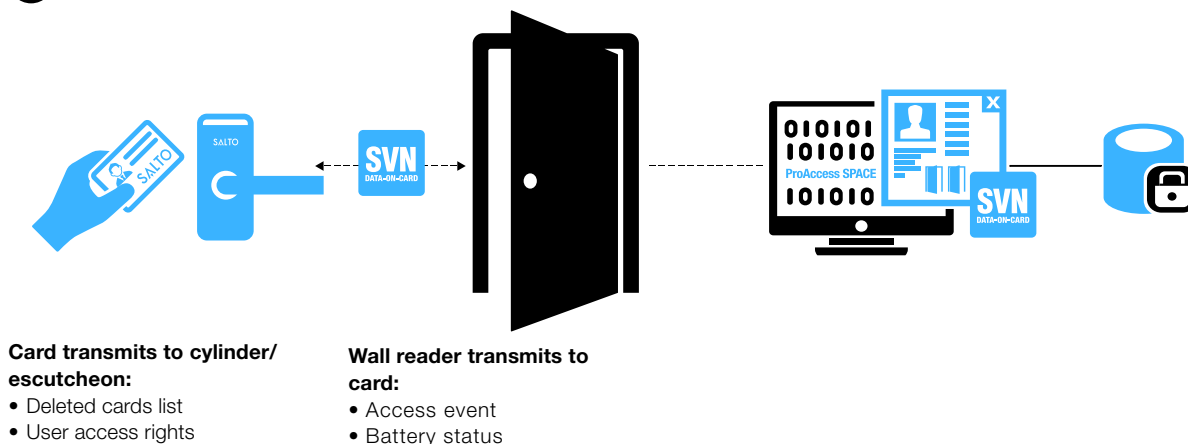
The exchange of information via RFID credentials is secured and encrypted. SALTO offers all mainstream RFID technologies and allows multi-applications. One single credential can be the access credential and also be used in time and attendance or cashless payment systems.

If required, SALTO SVN can be fitted easily and economically if customers already use an RFID application.

A ACCESS AT ONLINE POINT



B ACCESS AT OFFLINE POINT



Main benefits of SALTO Virtual Network (SVN)

- Cost-effective, quick and easy installation as only update points require hard-wiring.
- Control and management of all access points remotely from one or more work stations.
- Available for all mainstream RFID technologies, also multi-applications.
- Extremely secure investment as SALTO SVN can be extended up to 64,000 doors, even on different sites in different countries, if required.
- In the case of a power failure the access control system keeps functioning because of its battery-operated escutcheons and cylinders.

RFID technologies, examples:

MIFARE DESFire
Ultralight C



B.6 PRICE BREAKDOWN

B.6 PRICE BREAKDOWN

B.6.1 The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, STAR Biomedical Research Labs, Section B.6.1 below shall govern.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$
Div. 02	Existing Conditions	\$
Div. 03	Concrete	\$
Div. 04	Masonry	\$
Div. 05	Metals	\$
Div. 06	Wood, Plastic	\$
Div. 07	Thermal and Moisture Protection	\$
Div. 08	Openings	\$
Div. 09	Finishes	\$
Div. 10	Specialties	\$
Div. 11	Equipment	\$
Div. 12	Furnishings	\$
Div. 13	Special Construction	\$
Div. 14	Conveying Systems	\$
Div. 21	Fire Suppression	\$
Div. 22	Plumbing	\$
Div. 23	Heating, Ventilating & Air Conditioning	\$
Div. 25	Integrated Automation	\$
Div. 26	Electrical	\$
Div. 27	Communications	\$
Div. 28	Electronic Safety & Security	\$
Div. 31	Earthworks	\$
Div. 32	Exterior Improvements	\$
Div. 33	Utilities	\$
Div. 34	Transportation	\$
Allowance	Signage Package – Fabrication & Install	\$ 25,000.00
Lump Sum Bid Price	Lump Sum Bid Price	\$

* Division means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum of all components and must equal the Lump Sum Bid Price.

UDC SEAS – School of Engineering and Applied Sciences
Building 32/42/43 100%
Construction Doc.

SECTION 08 71 13 – AUTOMATIC DOOR OPERATORS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following types of automatic door operators:
 - 1. Low-energy door operators for swinging doors.
- B. Related Sections:
 - 1. Division 7 Sections for caulking to the extent not specified in this section.
 - 2. Division 8 Sections for “Aluminum-Framed Entrances and Storefronts” for entrances furnished and installed separately in Division 8 Section.
 - 3. Division 8 Section “Door Hardware” for hardware to the extent not specified in this section.
 - 4. Division 8 Section “Glazing” for materials and installation requirements of glazing for automatic entrances.
 - 5. Division 26 and 28 Sections for electrical connections including conduit and wiring for automatic entrance operators and access-control devices.

1.3 REFERENCES

- A. References: Comply with the version year adopted by the Authority Having Jurisdiction.
 - 1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
 - 2. ICC/IBC - International Building Code.
 - 3. CUL – Approved for use in Canada.
 - 4. NFPA 70 - National Electrical Code.
 - 5. NFPA 80 - Fire Doors and Windows.
 - 6. NFPA 101 - Life Safety Code.
 - 7. NFPA 105 - Installation of Smoke Door Assemblies.
- B. American National Standards Institute (ANSI) / Builders Hardware Manufacturers Association (BHMA).
 - 1. ANSI/BHMA A156.19 Standards for Power Assist and Low Energy Power Operated Doors.
- C. Underwriters Laboratories (UL).
 - 1. UL10C – Positive Pressure Fire Tests of Door Assemblies.
 - 2. UL 325 - Standard for Safety for Door, Drapery, Gate, Louver, and Window Operators and Systems.
- D. American Association of Automatic Door Manufacturers (AAADM).

- E. American Society for Testing and Materials (ASTM).
 - 1. ASTM B221 Standard Specification for Aluminum and Aluminum Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
 - 2. ASTM B209 Standard Specification for Aluminum and Aluminum Alloy Sheet and Plate.
- F. American Architectural Manufacturers Association (AAMA).
 - 1. AAMA 611 Voluntary Specification for Anodized Architectural Aluminum.
- G. National Association of Architectural Metal Manufacturers (NAAMM).
 - 1. Metal Finishes Manual for Architectural Metal Products.
- H. International Code Council (IBC).
 - 1. IBC: International Building Code Building Code.

1.4 DEFINITIONS

- A. Activation device: Device that, when actuated, sends an electrical signal to the door operator to initiate the door operation.
- B. Monitored Safety Devices: A tested system that works in conjunction with the automatic door control that detects the presence of a person or an object within a zone where contact could occur and provides a signal to stop the movement of the door.
- C. AAADM: American Association of Automatic Door Manufacturers.
- D. Operating ambient Temperature Range: 5 Degrees F to plus 122 degrees F (minus 15 C to 50 degrees C).
- E. For automatic door terminology, refer to ANSI/BHMA A 156.19 for definitions of terms.

1.5 PERFORMANCE REQUIREMENTS

- A. General: Provide automatic doors that have been designed and fabricated to comply with specified performance requirements, as demonstrated by testing manufacturers corresponding systems.
- B. Compliance:
 - 1. ICC/IBC International Building Code
 - 2. ANSI/BHMA A 156.19 American National Standard for Power Operated Doors Pedestrian Doors.
 - 3. UL 325 Listed
 - 4. NFPA 70 National Electrical Code.
 - 5. NFPA 101 Life Safety Code
 - 6. CUL Approved for use in Canada
 - 7. UL Listed Fire Door Operator with Automatic Closer
- C. Automatic Door equipment accommodates medium to heavy pedestrian traffic.

- D. Opening Force Requirements:
 - 1. Power-Operated swinging doors shall open with a manual force not to exceed 30 lbf (133N) to set the door in motion and 15 lbf to fully open the door with force applied at 1" (25mm) from the latched edge of the door. The required force to prevent a stopped door from opening or closing shall to exceed 15 lbf (67N) measured 1" (25mm) from the latch edge of the door at any point during the opening or closing.
- E. Closing Time:
 - 1. Door operators shall be field adjustable to close 90 degrees to 10 degrees in 3 seconds or longer per ANSI/BHMA A 156.19 standard.
 - 2. Door shall be field adjusted to close from 10 degrees to fully closed position in not less than 1.5 seconds.

1.6 SUBMITTALS

- A. Comply with Division 01 – Submittal Procedures.
- B. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles fabrication, operational descriptions and finishes.
- C. Shop Drawings: For automatic entrances. Include plans, elevations, sections, details, hardware mounting heights, additional accessories and attachments to other work.
- D. Samples: color samples of exposed finish as required.
- E. Informational Submittals: Manufacturers product information and applicable sustainability program credits that are available towards a LEED rated product certification.
 - 1. Credit MR 4.1 and 4.2: Manufacture's or fabricator's certificate indicating percentage of post-consumer recycled content by weight and pre-consumer recycled content by weight for each product specified under this section.
- F. Manufacturers Field Reports: Submit manufacturer's field reports from AAADM certified technician of inspection and approval of doors for compliance with ANSI/BHMA A 156.19 after completion of installation.
- G. Operating and Maintenance Manuals: Provide manufacturers operating, owners and maintenance manuals for each item specified as required in Division 01, Closeout Submittals.

1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: 10 years minimum of documented experience in manufacturing door equipment similar to that indicated within this specification with a proven record of successful service performance. A manufacturer with company certificate issued by AAADM.
- B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 5 years documented experience installing and maintenance of units similar in material, design, and extent to that indicated in this specification and whose work has resulted in construction with

a record of successful in-service performance. Manufacturer's authorized representative who is trained and approved for installation and maintenance of units by AAADM required for this Project

- C. Source Limitations for Automatic Operators: Obtain each type of automatic door operator and sensor components specified in this section from single source from single manufacturer.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- E. Power-Operated Door Standard: ANSI/BHMA A 156.19 Current year.
- F. Emergency-Exit Door Requirements: Comply with requirements of authorities having jurisdiction for automatic entrances serving as a required means of egress.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual dimensions of openings to receive automatic entrances by field measurements before fabrication.

1.9 COORDINATION

- A. Coordinate door operators with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish. Coordinate hardware for automatic entrances with hardware required for rest of project.
- B. Electrical System Roughing-in: Coordinate layout and installation of automatic power door operator with connections to power supplies and access-control system.

1.10 WARRANTY

- A. Automatic Door Operators to be free of defects in material and workmanship for a period of Two (2) years from the date of substantial completion.
- B. [Safety Sensors to be free of defects in material and workmanship for a period of One (1) year from the date of substantial completion.]
- C. During the warranty period a factory trained technician shall preform service and affect repairs. A safety inspection shall be performed after each adjustment or repair and a completed inspection form submitted to the owner.
- D. During the warranty period all warranty work shall be performed during normal working hours.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. See Hardware Schedule

2.2 AUTOMATIC SWING DOOR OPERATOR

1. Automatic Door Configuration:
 - a. Configuration: Single swing door or pair of doors swinging.
 - b. Traffic Pattern: [One-way] [two-way] [as shown on drawings]
 - c. Mounting: Surface applied
- B. Control Features
 1. Power-hold Close
 2. Built in Lock Delay
 3. On-Off-Hold Open switch control to control door function, (Automatic-Hold Open-Exit Only)
 4. On-Off Power Switch
 5. Fire Alarm Integration
 6. Field Adjustable Handing
 7. Push and Go
 8. Power Assist Opening Activation
 9. Intergraded Connections for Monitored Safety Sensors and other accessories.
 10. Integrated access control
- C. Door Control Features
 1. Wind Load and Stack Pressure microprocessor monitored with power boost to ensure secure opening and closing in changing conditions.
 2. Door Weight Max. [ED 100 220 lbs.] [ED 250 600 lbs.]
- D. Header Size: Narrow header at 4" height by 6" depth [optional – Fine header height at 2 3/4" by 5" 1/8" depth.]

2.3 [ACTIVATION BY SMOKE EVACUATION SYSTEM]

- A. General: Provide activation by smoke alarm evacuation. Coordinate other required activation devices and safety devices with door operation and door operator controls.
- B. Activation: Smoke evacuation system shall provide activation of the operator by means of a contact point within the door operator to control the opening and closing of the door in the event of an alarm condition. Doors are to be held open until the smoke evacuation system is reset. Door position status integrated within operator and control without additional relays or magnets.

2.4 ACTIVATION DEVICES

- A. Activation Device:
 1. [Push Plate: Hard wired, [4-3/4 inch square] [6 inch round] stainless steel push plate engraved with "Push to Open" with a handicap logo.]
 2. [Push Plate: [Hard wired] [Wireless], 36 inch x 6 inch stainless steel push plate engraved with "Push to Open" with a handicap logo.]
 3. [Push Plate: Jamb mounted, hard wired, 1-1/2 inch x 4-3/4 inch, stainless steel push plate switches engraved with "Push to Open" with a handicap logo.]
 4. [Push Plate: Radio controlled, 900 MHZ wireless, [4-3/4 inch square] [6 inch round] stainless steel push plate engraved with "Push to Open" with a handicap logo.]

5. [Touchless Wave Plate: [2-3/4 inch x 4-1/2 inch] [4-1/2 inch square] activation sensor plate in black. Microwave technology has an adjustable range of 2 inches to 24 inches.]
6. [Access control activator: as selected by architect.]

B. Electrical 115 V AC +/- 10% 50/60 Hz 6.6 A max.

2.5 ALUMINUM FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Anodized Finish:
 1. Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class II, 0.010 mm.
 2. [Clear Anodic Finish: AAMA 611, AA-M12C22A31, Class I, 0.018 mm]
 3. [Dark Bronze Anodic Finish: AAMA 611, AA-M12C22A44, Class I, 0.018 mm].
 4. [Color Anodic Finish: AAMA 611, AA-M12C22A44, Class I, 0.018 mm]. [To match architects sample]
- C. Painted Finish:
 1. [Powder coat painted to match architects sample] [Manufactures standard colors]
 2. Kynar paint finish with 20 year finish warranty by finisher, [2 coat] [3 coat] [to match architects sample]
- D. Clad Finish: Cladding shall be factory finished at manufacturers facility using .36 thick metal cladding panel surface utilizing tesa® 4965 tape. Heat and humidity resistant, the specialized adhesive tape is comprised of a polyester backing coated on both sides with a transparent modified acrylic adhesive and a tensile strength of 20 N/cm. tesa® 4965 is recognized per UL standard 969. UL file: MH 18055.
 1. [Stainless Steel with No. 4 Satin Finish]
 2. [Stainless Steel with No. 8 Mirror-like Finish]
 3. [Bronze with Satin Finish]
 4. [Bronze with Polished, Non-directional Finish]
 5. [Brass with Satin Finish]
 6. [Brass with Polished, Non-directional Finish]

EXECUTION

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames with Installer present, for compliance with requirements for installation tolerances, wall and floor construction and other conditions affecting performance of automatic entrances.

- B. Examine roughing in for electrical source power to verify actual locations of wiring connections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Do not install damaged components. Fit frame joints to produce hairline joints free of burrs and distortion. Rigidly secure non-movement joints.
- B. Entrances: Install automatic entrances plumb and true in alignment with established lines and grades without warp or rack of framing members and doors. Anchor securely in place.
 - 1. Install surface-mounted hardware using concealed fasteners to greatest extent possible.
 - 2. Set headers, carrier assemblies, tracks, operating brackets, and guides level and true to location with anchorage for permanent support.
- C. Door Operators: Connect door operators to electrical power distribution system as specified in Division 26 Sections [including smoke evacuation and/or fire detection system.]
- D. Sealants: Comply with requirements specified in Division 07 Section "Joint Sealants" to provide seal between the operator housing and wall surface. installation.
- E. Signage: Apply signage on both sides of each door and each sidelight as required by ANSI/BHMA A 156.19

3.3 FIELD QUALITY CONTROL

- A. Manufacturer's representative shall provide technical assistance and guidance for installation of automatic doors.
 - 1. Factory trained and AAADM certified representative shall test and inspect each automatic door to determine compliance of the installed system to ANSI/BHMA A 156.19

3.4 ADJUSTING

- A. Adjust door operators and controls for smooth and safe operation.

3.5 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by automatic operator installation promptly after installation .

3.6 DEMONSTRATION

- A. Engage a factory authorized representative to train Owner's maintenance personnel to adjust, operate, and maintain safe operation of automatic entrances.

END OF SECTION 087113

UDC SEAS – School of Engineering and Applied Sciences Building 32/42/43 100%
Construction Doc.
A Center for Biomedical Sciences Rehabilitation Engineering (CBRE)
NIH C06 Specialized Center for Assistive Rehabilitation Research

Certificate of Clean Hands



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: January 3, 2024

Notice Number: L0010662585

CONSYS INC
732 KENNEDY ST NW
WASHINGTON DC 20011-3032

FEIN: **-***8636
Case ID: 1781963



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

First Source Agreement Approval

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



MURIEL BOWSER
MAYOR

DR. UNIQUE MORRIS-HUGHES
DIRECTOR

January 5, 2024

Michiko Gadson
Senior Contract Specialist
The University of District of Columbia
4200 Connecticut Ave, NW
Washington, DC 20008

Re: First Source Employment Agreement

Dear Ms. Gadson,

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Consys, Inc.** Developer ☐, General Contractor ☒ or Subcontractor ☐. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **STAR-Biomedical-Research-Labs, UDC Van Ness Campus**

You must register and post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

In addition, you are required to have the following percentage of hours worked by District residents: 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; and 70% of common laborer hours. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project or 60% where applicable.

Reminder: All General Contractors **must** invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS), website <http://firstsource.dc.gov>. Additionally, contractors are required to report hours worked percentages throughout the duration of your contract. Contact the monitor listed below regarding LCP Tracker submission.

If you have any questions or need additional information, please contact **DeCarlo Washington**, (202) 698-5772, decarlo.washington@dc.gov

Sincerely,


Daniel King
Associate Director
Office of First Source Compliance

Enclosure

Office of Human Rights

MEMORANDUM**TO:** Michiko Gadson/UDC**FROM:** Hnin Khaing, Director**DATE:** October 30, 2023**SUBJECT:** Affirmative Action Program, Consys, Inc.**CONTRACT:** GF-2023-B-0028

We have reviewed the above-referenced contractor's EEO Employer Information Report and agreement to comply with the requirements of Mayor's Order 85-85, submitted by UDC on October 25, 2023. We find the forms are in conformity with the Mayor's Order.

If your Agency has any questions, contact OHR at 202-727-4559. **ALL QUESTIONS FROM THE CONTRACTOR SHOULD BE DIRECTED TO THE APPROPRIATE AGENCY REPRESENTATIVE, WHO MAY THEN CONTACT OHR.**

OCP/TC/GF-2023-B-0028

Business Licenses

GOVERNMENT
OF THE
DISTRICT OF COLUMBIA
Muriel Bowser, Mayor

Department of Consumer and Regulatory Affairs

Business License Division
1100 4th Street S.W.
Washington DC 20024

Date Issued: 5/12/2022
Category: 4105
License#: 70102015
License Period: 3/1/2022 - 2/29/2024

BASIC BUSINESS LICENSE

Billing Name and Address:
CONSYS, INC.
C/O RAJ SHUKLA

Premise/Application's Name and Address:
CONSYS, INC.

Registered Agent's Name and Address:
HEMANCHAL NARAIN

732 KENNEDY ST NW
WASHINGTON, DC 20011

732 KENNEDY ST NW
WASHINGTON, DC 20011

1427 PARKWOOD PL NW
WASHINGTON DC20010

Owner's Name
Corp. Name **CONSYS, INC.**
Trade Name

CofO/HOP#:87522	SSL: 3152 0841	Zone: C-2-A	Ward: 4	ANC:	PERM NO.
CLASS: A	UNITS: 0				

Regulated Businesses

General Service and Repair

Gen Contr/Construction Mngr

-- THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES --

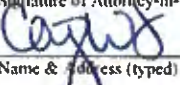
Ernest Chrappah

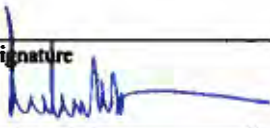
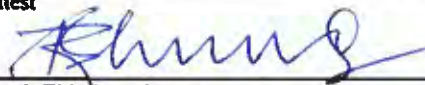
*License Effective from the later of Issued or Start of License-Period Date

Director:
Ernest Chrappah

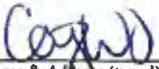
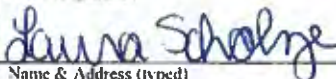
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND (CONSTRUCTION) (See Instructions on Reverse)		Date Bond Executed (Must be same or later than date of Contract)									
PRINCIPAL (Legal Name and Address) Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011	TYPE OF ORGANIZATION ("x") ☐ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☒ CORPORATION STATE OF INCORPORATION DC										
SURETY (IES) (Name(s) and Address(es)) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Suite 800 Kansas City, MO 64105	PENAL SUM OF BOND <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 25%; border-bottom: 1px solid black;">MILLION(S)</th> <th style="width: 25%; border-bottom: 1px solid black;">THOUSAND(S)</th> <th style="width: 25%; border-bottom: 1px solid black;">HUNDRED(S)</th> <th style="width: 25%; border-bottom: 1px solid black;">CENTS</th> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">450</td> <td style="text-align: center;">788</td> <td style="text-align: center;">0</td> </tr> </table> CONTRACT DATE CONTRACT NUMBER GF-2023-B-0028			MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5	450	788	0
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS								
5	450	788	0								
KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, "jointly" and "severally"; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above. NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue. IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.											
PRINCIPAL											
1. Signature (Seal)	1. Attest 	Corporate Seal									
Name & Title (typed) VIJAY R. KASIMSETTY, VP	Name & Title (typed) RAJ SHUKLA, SECTY/VP										
2. Signature (Seal)	2. Attest	Corporate Seal									
Name & Title (typed)											

SURETY (IES)			
I. Name & Address (typed) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Suite 800 Kansas City, MO 64105		State of Inc MO	Liability Limit \$5,450,786.00
Signature of Attorney-in-Fact 		Attest (Signature) 	
Name & Address (typed) Courtney W. Judge, Attorney-In-Fact 303 International Circle, Suite 160, Hunt Valley, MD 21030		Name & Address (typed) Laura Scholze, Account Executive 303 International Circle, Suite 160, Hunt Valley, MD 21030	
I. Name & Address (typed)		State of Inc	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
BOND PREMIUM			
Rate Per Thousand 12.24/9.57/7.70/6.50	Total Premium \$47,440.00	Name & Address of Agency or Agent Receiving Commission RSC Ins Brokerage Inc 303 International Circle, Suite 160, Hunt Valley, MD 21030	
INSTRUCTIONS			
1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto. 2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond. 3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed. 4. The name of each person signing this performance bond shall be typed in the space provided.			

PAYMENT BOND (CONSTRUCTION) (See Instructions on Reverse)		Date Bond Executed (Must be same or later than date of Contract)			
PRINCIPAL (Legal Name and Address) Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011	TYPE OF ORGANIZATION ("x") ☐ INDIVIDUAL ☐ JOINT VENTURE ☐ PARTNERSHIP ☒ CORPORATION				
SURETY (IES) (Name(s) and Address(es)) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Suite 800 Kansas City, MO 64105		STATE OF INCORPORATION DC			
		PENAL SUM OF BOND			
		MILLION(S) 5	THOUSAND(S) 450	HUNDRED(S) 786	CENTS 0
		CONTRACT DATE		CONTRACT NUMBER GF-2023-B-0028	
Davis Elementary School Window Replacement KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above. NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void; otherwise to remain in full force and virtue. IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.					
PRINCIPAL					
1. Signature  (Seal)	1. Attest 	Corporate Seal			
Name & Title (typed) VIJAY R. KASIMSETTY, VP	Name & Title (typed) RAJ SHUKLA, SECTY/VP				
2. Signature (Seal)	2. Attest	Corporate Seal			
Name & Title (typed)					

SURETY (IES)

1. Name & Address (typed) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Suite 800 Kansas City, MO 64105		State of Inc. MO	Liability Limit \$5,450,786.00	Corporate Seal
Signature of Attorney-in-Fact 		Attest (Signature) 		
Name & Address (typed) Courtney W. Judge, Attorney-In-Fact 303 International Circle, Suite 160, Hunt Valley, MD 21030		Name & Address (typed) Laura Scholze, Account Executive 303 International Circle, Suite 160, Hunt Valley, MD 21030		
1. Name & Address (typed)		State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact		Attest (Signature)		
Name & Address (typed)		Name & Address (typed)		

BOND PREMIUM

Rate Per Thousand 12.24/9.57/7.70/6.50	Total Premium \$47,440.00	Name & Address of Agency or Agent Receiving Commission RSC Ins Brokerage Inc 303 International Circle, Suite 160, Hunt Valley, MD 21030
---	------------------------------	---

INSTRUCTIONS

1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either an Extract of Minutes of a meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and with Corporate Seal affixed thereto.
2. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department's list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.
3. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal"; two witnesses shall sign and include their addresses, under the word "witness". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
4. The name of each person signing this payment bond shall be typed in the space provided.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS W. WHIPPLE, BRIAN C. WHIPPLE, JOHN T. WHIPPLE, DOUGLAS J. DIXON, LAURA E. SCHOLZE,
COURTNEY W. JUDGE, ZACHARY D. DIXON, MAI-LING RODRIGUEZ, LAUREN K. BURKHART, JUSTIN SILVA and MELODY GIST

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 12TH day of JANUARY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 12TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manico

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20 day of October, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

SUBCONTRACTING PLAN



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects** (**agency contracts** & **private project with District subsidy**) over \$250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:

▲ For **agency** solicitations - submit to agency with bid/proposal.

▲ For **agency** options & extensions - submit to agency before option or extension exercised.

▲ For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the **ENTIRE government-assisted project** with its *own organization and resources* and will **NOT** subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

BENEFICIARY (✓ which applies ☐ Prime Contractor or ☐ Developer) INFORMATION:

Company: Consys, Inc. Contact # 202-545-1333 Email address: vijay@consys-inc.net

Street Address: 2502 Martin Luther King Jr. Ave, SE. Washington, DC 20020

✓ all that applies, Company is:

- ☒ a SBE ☒ a CBE ☒ CBE Certification Number: LSDZX52129122023
☐ WILL perform the ENTIRE agency contract or private project with its own organization and resources
☐ WILL subcontract a portion of the agency contract or private project

Company's point of contact for agency contract or private project:

Point of Contact: Vijay Kasimsetty

Title: Vice President

Contact # 202-439-4123

Email address: vijay@consys-inc.net

Street Address: 2502 Martin Luther King Jr. Ave, SE. Washington, DC 20020

GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ Agency Contract or ☐ Private Project) INFORMATION:

AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number <u>GF-2023-B-0028</u> Solicitation Due Date: <u>08/03/23</u> Agency : <u>University of the District of Columbia</u> Total Dollar Amount of Contract: <u>\$5,450,786.00</u> <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Dollar Amount of Contract: <u>\$1,907,775.10</u> Total Amount of All SBE/CBE subcontracts: <u>\$ 1,927,840.00</u> <i>(include every lower tier)</i>	District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
<u>DES-DC</u>	<u>1228 31st Street NW</u> <u>Suite 100A</u> <u>WDC 20007</u>	<u>Select Tier</u> <u>1st</u>	<u>FFE</u>
Period of subcontract: <u>305</u> days from NTP Price to be paid to the SBE/CBE Subcontractor: \$ <u>93,500.00</u> <i>✓all that applies, Subcontractor is:</i> ☐ a SBE ☒ a CBE ☐ CBE Certification #: <u>LS733970072025</u> ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: <u>Emily Thornton</u> Title: <u>VP</u> Telephone Number: <u>(202) 7335007</u> Email Address: <u>emily.thornton@des-dc.com</u>

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
<u>Rogers Brothers</u>	<u>2230 Lawrence Avenue, NE</u> <u>WDC 20018</u>	<u>Select Tier</u> <u>1</u>	<u>Demolition, Concrete and utilities</u>

Period of subcontract: <u>305 Days</u> Price to be paid to the SBE/CBE Subcontractor: \$ <u>295,000.00</u> ✓ <i>all that applies</i> , Subcontractor is: ☐ a SBE ☒ a CBE ☐ CBE Certification # <u>LSZX84614092021</u> ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)	SBE/ CBE Point of Contact Name: <u>George Rodgers</u> Title: <u>Owner</u> Telephone Number: <u>202-526-0030</u> Email Address: <u>georgerodgersjr@aol.com</u>
--	---

I Vijay Kasimsetty, Vice President of Consys, Inc.,
 (Name) (Title) (Prime Contractor/ Developer)

swear or affirm the above is true and accurate

Vijay Kasimsetty

10/21/23

(Signature)

(Date)

Complete additional copies as needed.

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

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every tier) (✓ if applies) ☐ Base Period Contract -- Option/Extension Period: _____ ☐ Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ ☐ Design-Build --Date of Guaranteed Contract: _____ ☐ Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ (include pre-construction and construction costs) 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier) ☐ Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number GF-2023-B-0028 Solicitation Due Date: 08/03/23 Agency : University of the District of Columbia Total Dollar Amount of Contract: \$5,450,786.00 <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Dollar Amount of Contract: \$1,907,775.10 Total Amount of All SBE/CBE subcontracts: \$ 1,927,840.00 <i>(include every lower tier)</i>	District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
CONSYS, Inc	2502 Martin Luther King Junior Ave, SE WDC 20020	<u>Select Tier</u> 1st	Architectural Finishes, HVAC and Electrical Equipment
Period of subcontract: <u>305</u> days from NTP Price to be paid to the SBE/CBE Subcontractor: \$ <u>1,539,340.00</u> <i>✓all that applies, Subcontractor is:</i> ☐ a SBE ☒ a CBE ☐ CBE Certification #: LSDZX52129122023 ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact Name: Raj Shukla Title: <u>VP</u> Telephone Number: (202) 545-1333 Email Address: <u>raj@consys-inc.net</u>

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	<u>Select Tier</u>	_____

☐ AGENCY CONTRACTING OFFICER'S AFFIRMATION OR ☐ AGENCY PROJECT MANAGER'S AFFIRMATION
(✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- ☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- ☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- ☐ **FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

Name of Agency Contracting Officer or Agency Project Manager

Title of Agency Contracting Officer or Agency Project Manager

Signature

Date

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eric C. Olson
Olson, Inc.	PHONE (A/C, No, Ext): (410) 923-7100 FAX (A/C, No): (410) 923-7199
PO Box 187	E-MAIL ADDRESS: eric@insurewitholson.com
Gambrills MD 21054	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Harleysville Mutual Insurance Company 26182
	INSURER B: Evanston Insurance Co
	INSURER C: Hiscox
	INSURER D:
	INSURER E:
	INSURER F:

INSURED	Consys, Inc.
	2502 Martin Luther King Jr Ave, SE
	Washington DC 20020

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	MPA00000075576D	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PO/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	BA000000052452D	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$0	X	X	CMB000000064793D	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC000000064792D	10/04/2023	10/04/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability	X	X	XOBW8723922	10/04/2023	10/04/2024	\$2,000,000 \$2,000,000
C	Professional Liability	X	X	ANE4157862.23	05/15/2023	05/15/2024	\$1,000,000 \$2,000,000

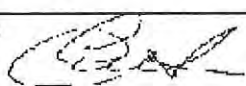
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GF-2023-B-0028 STAR Biomedical Research Labs, 4200 Connecticut Ave, NW, Washington, DC 20008

University of the District of Columbia is Additional Insured with respect to work or services performed under the contract. Insurance is Primary and Non-Contributory No other insurance from any other entity shall apply before the above insurance coverage and limits of liability are exhausted. A Waiver of Subrogation applies in favor of the University of the District of Columbia for all claims made against the District it's officers, directors, agents, and employees.

CERTIFICATE HOLDER

CANCELLATION

University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Ave NW Washington, DC 20008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <LR>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2023

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PRODUCER Olson, Inc. PO Box 187 Gambrills MD 21054	CONTACT NAME: Eric C. Olson	
	PHONE (A/C, No., Ext.): (410) 923-7100	FAX (A/C, No.): (410) 923-7199
	E-MAIL ADDRESS: eric@insurewitholson.com	
INSURED Consys, Inc. 2502 Martin Luther King Jr Ave, SE Washington DC 20020	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Hartford	
	INSURER B: Scottsdale Indemnity Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS							\$
	☐ NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	☐ CLAIMS-MADE							\$
	DED						PER STATUTE	OTH-ER
	RETENTION \$						E.L. EACH ACCIDENT	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. DISEASE - EA EMPLOYEE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. DISEASE - POLICY LIMIT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							
A	Blanket Crime			30TP0273983	05/01/2023	05/01/2024	\$3,000,000	
B	EPLI			EKI3373571	03/29/2023	03/29/2024	\$1,000,000 OCC	\$2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GF-2023-B-0028 STAR Biomedical Research Labs, 4200 Connecticut Ave, NW, Washington, DC 20008

University of the District of Columbia is Additional Insured with respect to work or services performed under the contract. Insurance is Primary and Non-Contributory No other insurance from any other entity shall apply before the above insurance coverage and limits of liability are exhausted. A Waiver of Subrogation applies in favor of the University of the District of Columbia for all claims made against the District it's officers, directors, agents, and employees.

CERTIFICATE HOLDER

CANCELLATION

University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Ave NW
Washington, DC 20008

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<LR>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2023

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PRODUCER Olson, Inc. PO Box 187 Gambrills MD 21054	CONTACT NAME: Eric C. Olson	FAX (A/C. No.): (410) 923-7199	
	PHONE (A/C. No. Ext.): (410) 923-7100	E-MAIL ADDRESS: eric@insurewitholson.com	
INSURED Consys, Inc. 2502 Martin Luther King Jr Ave, SE Washington DC 20020	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Certain Underwriters at Lloyds London		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG	\$
	OTHER:						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO					BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB					EACH OCCURRENCE	\$
	☐ OCCUR					AGGREGATE	\$
	EXCESS LIAB						\$
	☐ CLAIMS-MADE						\$
	DED					PER STATUTE	OTH-ER
	RETENTION \$					E.L. EACH ACCIDENT	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					E.L. DISEASE - EA EMPLOYEE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A					E.L. DISEASE - POLICY LIMIT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Sex Abuse & Molestation		B0621PCONS027823	08/31/2023	08/31/2024	\$1,000,000	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GF-2023-B-0028 STAR Biomedical Research Labs, 4200 Connecticut Ave, NW, Washington, DC 20008

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CERTIFICATE HOLDER

CANCELLATION

University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Ave NW
Washington, DC 20008

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AUTHORIZED REPRESENTATIVE

<LR>

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CERTIFICATE OF LIABILITY INSURANCE

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10/20/2023

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PRODUCER Olson, Inc. PO Box 187 Gambrills MD 21054	CONTACT NAME: Eric C. Olson PHONE (A/C, No, Ext): (410) 923-7100 E-MAIL: eric@insurewitholson.com FAX (A/C, No): (410) 923-7199 ADDRESS: eric@insurewitholson.com
INSURED Consys, Inc. 2502 Martin Luther King Jr Ave, SE Washington DC 20020	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Insurance Co INSURER B: Trisura Specialty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability		G28275717002	03/29/2023	03/29/2024	\$2,000,000 OCC \$2,000,000 AGG
B	Cyber Liability		ATB-6772956-02	06/09/2023	06/09/2024	\$2,000,000 OCC \$2,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: GF-2023-B-0028 STAR Biomedical Research Labs, 4200 Connecticut Ave, NW, Washington, DC 20008

University of the District of Columbia is Additional Insured with respect to work or services performed under the contract. Insurance is Primary and Non-Contributory No other insurance from any other entity shall apply before the above insurance coverage and limits of liability are exhausted. A Waiver of Subrogation applies in favor of the University of the District of Columbia for all claims made against the District it's officers, directors, agents, and employees.

CERTIFICATE HOLDER

CANCELLATION

University of the District of Columbia
Office of Contracting and Procurement
4200 Connecticut Ave NW
Washington, DC 20008

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<LR>

Bidder's Certification

Mary Ann Harris, MPA
Director

Office of Contracting and Procurement

DISCLAIMER

This is to confirm that the contractor listed below has no legal claim(s) against the District of Columbia. If the contractor does have legal claim(s) against the District of Columbia, please list them below.

Contractor: Consys, Inc.

Address: 2502 Martin Luther King Junior Avenue, SE
Washington, DC 20020

Vijay Kasimsetty
Signature
Vice President
Title

10/20/23
Date

Claim(s) against the District:

1. None
- 2.
- 3.
- 4.

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the Bidder's/Offeror's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the Bidder's/Offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains five (5) sections. Section I concerns the bidder's/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); Section IV relates to the Walsh-Healey Act; and Section V requires the bidder's/offeree's signature. Please note, a determination that a prospective contract is found to be "not responsible" is final and not appealable.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the Bidder's/Offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the Bidder's/Offeror's business. Part 4 concerns the Bidder's/Offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the Bidder's/Offeror's financial and organizational status. Part 7 requires the Bidder/Offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: Consys, Inc		Solicitation #: GF-2023-B-0028	
Address of the Principal Place of Business (street, city, state, zip code) 2502 Martin Luther King Jr. Ave, SE, Washington, DC 20020		Telephone # and ext.: 202-545-1333	Fax #: 202-545-1339
Email Address: vijay@consys-inc.net		Website: www.consys-inc.net	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
N/A	N/A	N/A	
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
☒ Corporation (including PC)		Date of Incorporation: 2001	
☐ Joint Venture		Date of Organization:	
☐ Limited Liability Company (LLC or PLLC)		Date of Organization:	
☐ Nonprofit Organization		Date of Organization:	
☐ Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
☐ Sole Proprietor		How many years in business?:	
☐ Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeree's business formed or incorporated in the District of Columbia?			☒ Yes ☐ No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeree's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the Bidder/Offeror is required by law to obtain (other than those provided in Subpart 1.2). If the Bidder/Offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Officer, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Officer has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/officer with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	☐ Yes ☒ No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☒ No
2.3 Been proposed for suspension or debarment?	☐ Yes ☒ No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☒ No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	
(a) Any business-related activity; or	☐ Yes ☒ No
(b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☒ No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☒ No
Please provide an explanation for each "Yes" in Part 2 above.	
2.7 In the past ten (10) years has the Bidder/Officer had a contract terminated, in whole or in part, for any reason? If so, describe each such termination in detail.	
2.8 In the past ten (10) years has the Bidder/Officer ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the Bidder/Officer:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☒ No
3.2 Been proposed for suspension or debarment?	☐ Yes ☒ No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☒ No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	
(a) Any business-related activity; or	☐ Yes ☒ No
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	☐ Yes ☒ No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	☐ Yes ☒ No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☒ No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☒ No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the Bidder/Officer:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☒ No

Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the Bidder/Offeror:	
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	☐ Yes ☒ No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	☐ Yes ☒ No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☒ No
5.4 Engaged in any litigation with any government entity? If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals.	☐ Yes ☒ No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the Bidder/Offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☒ No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	☐ Yes ☒ No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the Bidder/Offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☒ No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the Bidder/Offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	☐ Yes ☒ No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the Bidder/Offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	☐ Yes ☒ No
If "Yes" to Subpart 6.5, provide the years the Bidder/Offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the Bidder/Offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	☐ Yes ☒ No
If "Yes" to Subpart 6.6, provide the years the Bidder/Offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the Bidder/Offeror owes any outstanding debt to any state, federal or District of Columbia government.	☐ Yes ☒ No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the Bidder/Offeror been audited by any government entity?	☐ Yes ☒ No
(a) If "Yes" to Subpart 6.8, did any audit of the Bidder/Offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	☐ Yes ☒ No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITHIN THE DEPARTMENT

7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.

(a) Construction: _____ labor hours

(b) Non-Construction: _____ labor hours

7.2 In the table below, please list:

(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and

(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an attached addendum to this document).

	Contract Number	Labor Hours Allocated	

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the Bidder/Offeror shall

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

9.1 Indicate whether the Bidder/Offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

☐ Yes ☒ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the Bidder/Offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.

1.2 The following officer or employee of the District of Columbia may benefit from this contract.

(a) _____
N/A

(b) _____
N/A

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The Bidder/Offeror certifies that:

2.1 The signature of the Bidder/Offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

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

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

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

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

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

Vijay Kasimsetty

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

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

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

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

2.4 The Bidder/Offeree certifies that:

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

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

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

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

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

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

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 I hereby certify that the Bidder/Offeree has verified the identity and employment eligibility of all its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeree certifies 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 obligations under the contract.

PART 8: SUBCONTRACTING OBLIGATIONS

8.1 The bidder/offeree certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.

8.2 The bidder/offeree certifies that it has verified with the Department of Consumer and Regulatory Affairs (DCRA), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

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

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeree will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeree certifies that each end product, except the end products listed below, is a domestic end product.

☐ Yes ☒ No

N/A	EXCLUDED END PRODUCTS
N/A	COUNTRY OF ORIGIN
PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)	
2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.	☐ Yes ☒ No
PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)	
3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.	☐ Yes ☒ No
SECTION IV. WALSH-HEALEY ACT	
<i>Instructions for Section IV: Walsh-Healey Act.</i>	
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:	
(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.	
(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).	
SECTION V. CERTIFICATION	
<i>Instruction for Section V: This section must be completed by all bidder/offerors.</i>	
I, [Vijay Kasimsetty], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.	
Name [Print and sign]: Vijay Kasimsetty <i>Vijay Kasimsetty</i>	Telephone #: 202-439-4123 Fax #: 202-545-1339
Title: Vice President	Email Address: vijay@consys-inc.net
Date: August 03, 2023	Contract No: GF-2023-B-0028
<i>The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>	

Living Wage Act

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

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

Effective January 1, 2024 until June 30, 2024, the living wage rate is \$17.05 per hour.

Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that students not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

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

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

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

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

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

Living Wage Notice

THE LIVING WAGE ACT OF 2006

D.C. Code §§ 2-220.01 – 2-220.11

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

Effective January 1, 2024, until June 30, 2024, the living wage rate is \$17.05 per hour.

Effective July 1, 2024, the District's Minimum Wage and Living Wage will increase to \$17.50.

The requirement to pay a living wage applies to:

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

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

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

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

Certain exemptions apply: 1) Contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreement results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 400 Virginia Ave., SW, 4th Flr, Washington, D.C. 20024; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

Contractor's Bid



August 3, 2023

Mr. Eddie Whitaker
University of the District of Columbia
4200 Connecticut Avenue, NW
Washington, DC 20008

Attn: Contracting Officer
Reference: Invitation for Bid No. GF-2023-B-0028

Dear Mr. Whitaker:

On behalf of Consys, Inc., I am pleased to submit this proposal in response to the University of the District of Columbia's Invitation for Bid (IFB) No. GF-2023-B-0028 "(STAR Biomedical Research Labs)" for the University of the District of Columbia. The Offeror has Reviewed the IFB and the attachments thereto, any addenda thereto, and has conducted due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Bid in response to the IFB. The Bidder's proposal is as follows:

PRICE SCHEDULE

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) as described below.

Contract Line Item No. (CLIN)	Item Description	Total Price
B	STAR Biomedical Research Labs	\$5,450,786.00
LUMP SUM BID PRICE		\$5,450,786.00
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

Respectfully,

Vijay R Kasimsetty
VP

	1. Solicitation No. GF-2023-B-0028	2. Type ☒ Sealed Bid ☐ Sealed Proposal	3. Date Issued July 3, 2023	Page 1 of 42 Not counting attachments
4. Contract Number	5. Requisition/Purchase Request No.	6. ☐ Open Market with set aside for SBE subcontracting (see Section M.1.6) ☒ CBE Set-Aside (See B.2 & Sec. M) Mandatory 35% SBE subcontracting with Section M.2.5 and M.1.6		
7. Issued By: Eddie Whitaker, Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		8. Address Bid To: Mary Ann Harris, Chief Contracting Officer c/o Michiko Gadson, Contract Specialist University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue NW Bldg. 39 Suite 200C Washington, DC 20008		
9. FOR INFORMATION CONTACT	A. Name Michiko Gadson	B Telephone 202-274-5191	C. E-Mail Address mgadson@udc.edu	
IMPORTANT – The “Bidder” Section of this form must be completed by the Bidder				
SOLICITATION				
NOTE: In sealed bid solicitations “bid” and Bidder” mean “bid” and bidder”				
10. Sealed bids shall be sent to the email address shown in item 9.C, not less than 2:00 p.m. local time on July 31, 2023.				
11. The University requires performance of work described in strict accordance with the following:				
DESCRIPTION		SECTION	PAGE	
Solicitation Bid/Award Form		A	1-2	
Schedule for Construction, Alterations, Repair, Price		B	3-4	
Scope/Specifications/Drawings		C	5-7	
Packaging and Markings		D	8	
Inspection and Acceptance		E	9	
Deliveries and Performance		F	10	
Contract Administration Data		G	11-15	
Special Contract Requirements		H	16-20	
Contract Clauses		I	21-31	
List of Attachments		J	32	
Representations, Certifications and Other Statements of Bidders		K	33	
Instructions to Bidders		L	34-40	
Evaluation Preference Points		M	41-42	
12. The contractor shall begin performance on the date specified in the written ☐ Award ☒ NTP and complete all work not later than 90 days from start date specified in NTP. This period of performance is ☒ Mandatory ☐ Negotiable.				
13. The contractor SHALL furnish a bid bond with bid submission, and performance and payment bonds (Attachment J.11) within 305 calendar days after receiving the UDC Notice of Intent to Award.				
14. Additional Solicitation Considerations A. All bids are subject to the work requirements, provisions and clauses incorporated in this solicitation in full text or by reference. B. A BID GUARANTEE ☒ is required ☐ is not required PERFORMANCE AND PAYMENT BONDS are also required pursuant to Article 12 Sections A, B, and C of the Government of the District of Columbia Standard Contract Provisions for use with Specifications for District of Columbia Government Construction Projects (Revised March 2011).				
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT				

BID (MUST BE FULLY COMPLETED BY BIDDER PRIOR TO SUBMISSION TO UDC)									
15. Name, Company Name and Address of Bid or/Bidder (with zip code) Consys, Inc. 2502 Martin Luther King Jr. Ave, SE Washington, DC 20020				16. Telephone No. 202 545-1333		18. Remittance Address (if different than item 15)			
				17. E-mail address vijay@consys-inc.net					
19. The bid or/bidder agrees to perform the work required at the prices specified herein and according to the BID SCHEDULE (Section B) and in strict accordance with the terms of this solicitation, if this bid/bid is accepted by the University within ____ calendar days after the date bids/bids are due.									
20. The bid or/bidder agrees to furnish any required performance and payment bonds.									
21. ACKNOWLEDGEMENT OF AMENDMENTS The bid or/bidder acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11									
Amendment Number	001	002							
Date	07/26/23	07/28/23							
22. Name and Title of Person authorized to sign bid/bid (Type of Print) Vijay Kasimsetty, Vice President				22A. Signature 			22B. Bid/Bid Date \$5,450,786.00 08/03/23		
AWARD (To be completed by the University)									
23. Amount					24. Accounting and Appropriations data				
25. PAYMENT WILL BE MADE BY: University of the District of Columbia Office of the Controller/Agency CFO 4200 Connecticut Avenue, NW Washington, DC 20008					26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)				
CONTRACTING OFFICER WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE									
27. [] NEGOTIATED AGREEMENT (The Contractor is required to sign this document and return ____ copies to the issuing office. The Contractor agrees to furnish and deliver all items or perform all work requirements for the consideration stated in this contract. The rights and obligations of the parties of this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.					28. [] AWARD (The contractor is not required to sign this document). Your bid on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your bid, and (b) this contract award. No further contractual document is necessary.				
29. Name and Title of Contractor of Person Authorized to sign (Type or Print) Vijay Kasimsetty, Vice President					30. Name of CO (Type of Print)				
29A. Signature			29B. Date 7/11/2023		30A. Signature			30B. Date	
UNIVERSITY OF THE DISTRICT OF COLUMBIA OFFICE OF CONTRACTING AND PROCUREMENT									

SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE

- B.1** The University of the District of Columbia (UDC), is seeking a general contractor to provide all labor, materials, equipment and supervision for the Renovation of the approximately 11,645 square foot area of building 32 Level B & C and building 43 Level A, on the Van Ness Campus. The Van Ness Campus is located at 4200 Connecticut Avenue, N.W. Washington, D.C. 20008.
- B.2** The University contemplates the award of a fixed-price contract as authorized by the District of Columbia Procurement Practices Reform Act of 2010 (PPRA) Section 503 and the District of Columbia Municipal Regulations (DCMR) Title 8B Section 3021.

B.3 **[PRICE SCHEDULE]**

The contractor must bid a lump sum fixed price for the following contract line items (CLINs) as described below.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	Total Price
B3.001	STAR Biomedical Research Labs	\$5,450,786.00
LUMP SUM BID PRICE		\$5,450,786.00
Enter Lump Sum Price in words: Five Million Four Hundred Fifty Thousand Seven Hundred Eighty Six & 00/100		
The Bidder's Price Bid shall include a detailed breakdown in Sections B.6 of the total cost proposed		

B.4 **ESTIMATED PRICE RANGE**

\$6,000,000.00 - \$7,500,000.00

B.5 **DESIGNATION OF SOLICITATION FOR THE SBE SET-ASIDE WITH 35% SUBCONTRACTING TO DSLBD CERTIFIED SMALL BUSINESS REQUIREMENT**

This IFB is designated only for certified small business enterprises (SBE) with a requirement that 35% be subcontracted to small business that is/are certified by the D.C. Department of Small Local Business Development (DSLBD) unless the prime contractor is certified and will perform 100% of the work. Applicable preference points for certified small business enterprise (SBE) pursuant to the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended, shall be applied to price evaluation. Bidders must provide documentation with their bid submission that the certified small business identified in their proposed Subcontracting Plan has agreed to be a part of the contract as stated in the Plan. Bids responding to this IFB may be rejected if the bidder fails to submit a subcontracting plan required by law. **Bidders and their subcontractors may apply for DSLBD certification online by going to <https://dslbd.dc.gov> and selecting "Get Certified."** Questions about certification email should be directed to: cbe.info@dc.gov.

B.6 PRICE BREAKDOWN

B.6.1 The bidder shall complete this breakdown of prices from CLIN B3.001 and submit it with its bid. In case of any discrepancy in the bid price entered here and the lump sum price in B3.001, STAR Biomedical Research Labs, Section B.6.1 below shall govern.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$313,098.50
Div. 02	Existing Conditions	\$50,000.00
Div. 03	Concrete	\$221,953.50
Div. 04	Masonry	\$0.00
Div. 05	Metals	\$15,975.00
Div. 06	Wood, Plastic	\$90,526.07
Div. 07	Thermal and Moisture Protection	\$10,650.00
Div. 08	Openings	\$215,559.20
Div. 09	Finishes	\$750,889.69
Div. 10	Specialties	\$112,177.57
Div. 11	Equipment	\$0.00
Div. 12	Furnishings	\$172,851.64
Div. 13	Special Construction	\$0.00
Div. 14	Conveying Systems	\$0.00
Div. 21	Fire Suppression	\$170,027.25
Div. 22	Plumbing	\$175,725.00
Div. 23	Heating, Ventilating & Air Conditioning	\$1,876,750.00
Div. 25	Integrated Automation	\$0.00
Div. 26	Electrical	\$990,156.34
Div. 27	Communications	\$64,197.67
Div. 28	Electronic Safety & Security	\$141,701.07
Div. 31	Earthworks	\$10,650.00
Div. 32	Exterior Improvements	\$42,897.50
Div. 33	Utilities	\$0.00
Div. 34	Transportation	\$0.00
Allowance	Signage Package – Fabrication & Install	\$25,000.00
Lump Sum Bid Price	Lump Sum Bid Price	\$5,450,786.00

* Division means a discrete component of the work for which a separate price is requested. The “Total Price Breakdown” is the sum of all components and must equal the Lump Sum Bid Price.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
2. Amendment/Modification Number		3. Effective Date	4. Requisition/Purchase Request No.	1	7
GF-2023-B-0028-001		See item 16C		STAR Biomedical Research Labs	
6. Issued By: University of the District of Columbia Office of Contracting & Procurement 4200 Connecticut Avenue, NW Building 39 Suite 200C Washington, DC 20008			Code	7. Administered By (If other than line 6) University of the District of Columbia Office of Contracting & Procurement 4200 Connecticut Avenue, NW Building 39 Suite 200C Washington, DC 20008	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) CONSYS, Inc. 2502 Martin Luther King Junior Avenue, SE Washington, DC 20020			(X)	9A. Amendment of Solicitation No. GF-2023-B-0028	
				9B. Dated (See Item 11) July 3, 2023	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of bids ☒ is extended. ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return <u>1</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Request for Proposals No. GF-2023-B-0028, STAR Biomedical Research Labs is amended as follows: 1. Pre-bid sign-in sheet (Attachment A) 2. Site visit sign-in sheet (Attachment B) 3. Plan holders List (Attachment C) Extension: Thursday, August 3, 2023, by 2:00 PM Submission of bids should be submitted via email to Michiko Gadson at mgadson@udc.edu. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print) Vijay R Kasimsetty / VP			16A. Name of Contracting Officer Eddie Whitaker		
15B. Name of Contractor <i>Vijay Kasimsetty</i> (Signature of person authorized to sign)		15C. Date Signed 07/26/23	16B. District of Columbia <i>Eddie Whitaker</i> (Signature of Contracting Officer)		16C. Date Signed 7/26/2023

[illegible]

ATTACHMENT J.7

TAX CERTIFICATION AFFIDAVIT

(Certificate of Clean Hands)

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 8/03/2023

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

Consys, Inc.
2502 Martin Luther King Jr. Ave, SE Washington, DC 20020
(202) 545-1333

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

Vijay Kasimsetty, Vice President

52-2318636
GF-2023-B-0028
132071

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

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

Signature of Authorizing Agent

Vijay Kasimsetty

Title

Vice President

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



Government of the District of Columbia
Office of the Chief Financial Officer
Office of Tax and Revenue

1101 4th Street, SW
Washington, DC 20024

Date of Notice: July 7, 2022

Notice Number: L0007737903

CONSYS INC
732 KENNEDY ST NW
WASHINGTON DC 20011-3032

FEIN: **-***8636
Case ID: 1245404



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

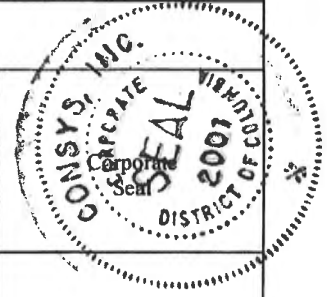
TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Marc Aronin
Chief, Collection Division

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the “Validate a Certificate of Clean Hands” hyperlink under the Clean Hands section.

ATTACHMENT J.9

BID BOND

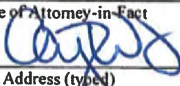
BID BOND (See Instructions on 2 nd page)	Date Bond Executed (Must be same or later than date Bid Opening Date) July 31, 2023				
PRINCIPAL (Legal Name and Address) Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011	TYPE OF ORGANIZATION ("x")				
	☐ INDIVIDUAL		☐ PARTNERSHIP		
	☐ JOINT VENTURE		☒ CORPORATION		
STATE OF INCORPORATION DC PENAL SUM OF BOND					
SURETY (IES) (Name(s) and Address(es)) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street Suite 800 Kansas City, MO 64105	AMOUNT NOT TO EXCEED Five Percent of Bid Amount				
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5% OF BID
					X
	BID IDENTIFICATION STAR-Biomedical-Research -Labs, UDC Van Ness Campus				
	BID OPENING DATE 7/31/2023		INVITATION NO. GF-2023-B-0028		
KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety (ies) are corporations acting as co-sureties, we, the Sureties bind ourselves in such sum "jointly" and "severally; only for the purpose of allowing a joint action against any or all of u, and for all other purposes each Surety bonds itself, jointly and serially with the Principal, for he payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum. THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified there in after the receipt of the same, or, no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount of which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time form acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived; Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid. IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.					
PRINCIPAL					
1. Signature <i>Vijay Kasimsetty</i> (Seal)	1. Attest <i>Raj Shukla</i>				
Name & Title (typed) Vijay R. Kasimsetty VP	Name & Title (typed) Raj Shukla, VP				
2. Signature (Seal)	2. Attest				
Name & Title (typed)	Name & Title (typed)				
			Corporate Seal		

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

Raj Shukla

Secretary of Corporation

SURETY (IES)

1. Name & Address (typed) Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Suite 800, Kansas City, MO 61405		State of Inc. MO	Liability Limit \$95,035,000.00	Corporate Seal
Signature of Attorney-in-Fact 		Attest (Signature) 		
Name & Address (typed) Courtney W. Judge, Attorney-In-Fact 303 International Circle, Suite 160, Hunt Valley, MD 21030		Name & Address (typed) Laura Scholze, Account Executive 303 International Circle, Suite 160, Hunt Valley, MD 21030		
1. Name & Address (typed)		State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact		Attest (Signature)		
Name & Address (typed)		Name & Address (typed)		

INSTRUCTIONS

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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS W. WHIPPLE, BRIAN C. WHIPPLE, JOHN T. WHIPPLE, DOUGLAS J. DIXON, LAURA E. SCHOLZE,
COURTNEY W. JUDGE, ZACHARY D. DIXON, MAI-LING RODRIGUEZ, LAUREN K. BURKHART, JUSTIN SILVA and MELODY GIST

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 12TH day of JANUARY, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 12TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31 day of July, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT (2) FOR
CONSTRUCTION PROJECTS ONLY**



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: _____
DISTRICT CONTRACTING AGENCY: _____
CONTRACTING OFFICER: _____
TELEPHONE NUMBER: _____
TOTAL CONTRACT AMOUNT: _____

THIS SECTION TO BE COMPLETED BY THE BENEFICIARY ONLY:

TOTAL GOVERNMENT ASSISTED FUNDED AMOUNT: _____ DATE _____
☐ CONTRACT ☐ GRANT ☐ LOAN ☐ TAX ABATEMENT OR EXEMPTION ☐ LAND TRANSFER
☐ LAND DISPOSITION AND DEVELOPMENT AGREEMENT ☐ TAX INCREMENT FINANCING
☐ ANY ADDITIONAL LEGISLATION, IF YES _____

D.C. CODE#

GENERAL CONTRACTOR WILL MEET THE HIRING OR HOURS WORKED PERCENTAGES
REQUIREMENTS FOR ENTIRE PROJECT ☐ OR PER EACH SUBCONTRACTOR ☐

PROJECT NAME: _____
PROJECT ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PROJECT START DATE: _____ PROJECT END DATE: 305 days from NTP
EMPLOYER START DATE: _____ EMPLOYER END DATE: 305 days from NTP

EMPLOYER INFORMATION

EMPLOYER NAME: _____
EMPLOYER ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____
CONTACT PERSON: _____
TITLE: _____
E-MAIL: _____ TELEPHONE NUMBER: _____
CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER: _____
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: _____
ARE YOU A SUBCONTRACTOR ☐ YES ☐ NO IF YES, NAME OF PRIME CONTRACTOR: _____

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) is a required agreement between the District of Columbia Department of Employment Services (DOES) and EMPLOYER.

EMPLOYER, which includes the Beneficiary and all contractors and subcontractors, is working on a contract or project that has received:

☐ D.C. Government assistance valued between \$300,000 and \$5 million dollars, required to make a good faith effort to ensure that 51% of all new hires are District residents. (D.C. Official Code § 2-219(e)(1)(A))

☐ D.C. Government assistance valued at \$5 million or more, required to have the following percentage of hours worked in each classification by DC residents; 20% of journey worker hours; 60% of apprentice hours; 51% of skilled laborer hours; 70% of common laborer hours for all jobs created by the Project. (D.C. Official Code §2-219.03 (1A)(A))

DOES is the first source for recruitment, referral, and placement of new hires or employees for all jobs created by the Government Assisted Project or Contract (Project).

EMPLOYER began work on the Project, prior to receipt of an accepted First Source Employment Agreement (Agreement) from DOES, in violation of D.C. Code §2-219.03. In order to continue to work on the Project, Employer shall adhere to the Agreement requirements retroactive to the date that work began and continuing until Project completion.

The Parties agree to the terms and conditions of the Agreement as follows:

I. DEFINITIONS

The following definitions shall govern the terms used in this Agreement.

- A. **Apprentice** means a worker who is employed to learn an apprenticeship occupation under the terms and conditions of approved apprenticeship standards.
- B. **Beneficiary** means:
 - 1. The signatory to a contract executed by the Mayor which involves any District of Columbia government funds, or funds which, in accordance with a federal grant or otherwise, the District government administers and which details the number and description of all jobs created by a government-assisted Project for which the beneficiary is required to use the First Source Register;
 - 2. A recipient of a District government economic development action including contracts, grants, loans, tax abatements, land transfers for redevelopment, or tax increment financing that results in a financial benefit of \$300,000 or more from an agency, commission, instrumentality, or other entity of the District government, including a financial or banking institution which serves as the repository for \$1 million or more of District of Columbia funds.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted Project totaling \$300,000 or more.
- D. **Direct labor costs** means all costs, including wages and benefits, associated with the hiring and employment of personnel assigned to a process in which payroll expenses are traced to the units of output and are included in the cost of goods sold.
- E. **EMPLOYER** means any entity awarded a government assisted Project totaling \$300,000 or more, including all individual contractor and subcontractor entities at any tier who work on the Project.
- F. **First Source Employer Portal** is a website consisting of a connected group of static and dynamic web pages with the ability for Employers to enter data using the internet. The website is accessible by a Uniform Resource Locator (URL) and is maintained by DOES. The website provides reporting information to First Source EMPLOYERS.
- G. **First Source Register** means the DOES Automated Applicant Files, which consists of the names of DC residents registered with DOES.
- H. **Good faith effort** means an EMPLOYER has exhausted all reasonable means to comply with any affirmative action, hiring, or contractual goal(s) pursuant to the First Source law and Agreement.

- I. **Government-assisted project or contract (Project)** means any construction or non-construction Project that receives funds or resources, valued at \$300,000 or more, from the District of Columbia, or funds or resources which, in accordance with a federal grant or otherwise, the District of Columbia government administers, including contracts, grants, loans, tax abatements or exemptions, land transfers, land disposition and development agreements, tax increment financing, or any combination of the aforementioned.
- J. **Hard to employ** means a District of Columbia resident who is confirmed by DOES as:
1. An ex-offender who has been released from prison within the last 10 years;
 2. A participant of the Temporary Assistance for Needy Families program;
 3. A participant of the Supplemental Nutrition Assistance Program;
 4. Living with a permanent disability verified by the Social Security Administration or District vocational rehabilitation program;
 5. Unemployed for 6 months or more in the last 12-month period;
 6. Homeless;
 7. A participant or graduate of the Transitional Employment Program established by [§ 32-1331](#); or
 8. An individual who qualified for inclusion in the Work Opportunity Tax Credit Program as certified by the Department of Employment Services.
- K. **Indirect labor costs** means all costs, including wages and benefits, that are part of operating expenses and are associated with the hiring and employment of personnel assigned to tasks other than producing products.
- L. **Jobs** means any union and non-union managerial, non-managerial, professional, nonprofessional, technical or nontechnical position including: clerical and sales occupations, service occupations, processing occupations, machine trade occupations, bench work occupations, structural work occupations, agricultural, fishery, forestry, and related occupations, and any other occupations as the Department of Employment Services may identify in the Dictionary of Occupational Titles, United States Department of Labor.
- M. **New Hire:** Individual(s) newly hired by the EMPLOYER to perform work on a government assisted Project.
- N. **Transfer:** Existing EMPLOYER employee who has been moved from one Project to another Project.
- O. **Journeyman** means a worker who has attained a level of skill, abilities and competencies recognized within an industry as having mastered the skills and competencies required for the occupation.
- P. **Revised Employment Plan** means a document prepared and submitted by the EMPLOYER that includes the following:
1. A projection of the total number of hours to be worked on the Project by trade;
 2. A projection of the total number of journey worker hours, by trade, to be worked on the Project and the total number of journey worker hours, by trade, to be worked by DC residents;
 3. A projection of the total number of apprentice hours, by trade, to be worked on the Project and the total number of apprentice hours, by trade, to be worked by DC residents;

4. A projection of the total number of skilled laborer hours, by trade, to be worked on the Project and the total number of skilled laborer hours, by trade, to be worked by DC residents;
5. A projection of the total number of common laborer hours to be worked on the Project and the total number of common laborer hours to be worked by DC residents;
6. A timetable outlining the total hours worked by trade over the life of the Project and an associated hiring schedule;
7. Descriptions of the skill requirements by job title or position, including industry-recognized certifications required for the different positions;
8. A strategy to fill the hours required to be worked by DC residents pursuant to this paragraph, including a component on communicating these requirements to contractors and subcontractors and a component on potential community outreach partnerships with the University of the District of Columbia, the University of the District of Columbia Community College, the Department of Employment Services, Jointly Funded Apprenticeship Programs, the District of Columbia Workforce Intermediary, or other government-approved, community-based job training providers;
9. A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
10. The designation of a senior official from the EMPLOYER(S) or general contractor who will be responsible for implementing the hiring and reporting requirements;
11. Descriptions of the health and retirement benefits that will be provided to DC residents working on the Project;
12. A strategy to ensure that District residents who work on the Project receive ongoing employment and training opportunities after they complete work on the job for which they were initially hired and a review of past practices in continuing to employ DC residents from one Project to the next;
13. A strategy to hire graduates of District of Columbia Public Schools, District of Columbia public charter schools, and community-based job training providers, and hard-to-employ residents; and
14. A disclosure of past compliance with the Workforce Act and the Davis-Bacon Act, where applicable, and the bidder or offeror's general DC resident hiring practices on projects or contracts completed within the last 2 years.

Q. **Tier Subcontractor** means any subcontractor selected by the primary contractor to perform portion(s) or all work related to the trade or occupation area(s) on a Project subject to this First Source Agreement.

R. **Washington Metropolitan Statistical Area** means the District of Columbia; Virginia Cities of Alexandria, Fairfax, Falls Church, Fredericksburg, Manassas, and Manassas Park; the Virginia Counties of Arlington, Clarke, Fairfax, Fauquier, Loudon, Prince William, Spotsylvania, Stafford, and Warren; the Maryland Counties of Calvert, Charles, Frederick,

Montgomery and Prince Georges; and the West Virginia County of Jefferson.

- S. **Workforce Intermediary Pilot Program** means the intermediary between employers and training providers to provide employers with qualified DC resident job applicants. See DC Official Code § 2-219.04b.

II. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, DOES will receive the Agreement from the Contracting Agency no less than 7 calendar days in advance of the Project start date. No work associated with the relevant Project can begin until the Agreement has been accepted by DOES.
- B. The Beneficiary and/or EMPLOYER shall require all Project contractors and subcontractors, under a Project receiving government assistance or benefits valued at \$300,000 or more, to enter into an Agreement with DOES.
- C. Agreement will take effect once beneficiary/Employer awarded contract and start work on the government assisted Project and no work can begin prior to execution of the Agreement and will be fully effective through the duration, any extension or modifications of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- D. If an EMPLOYER began work prior to the execution of a First Source Employment Agreement, the EMPLOYER shall cease work on the Project and sign a First Source Employment Agreement to be bound by the applicable First Source Employment Agreement requirements, retroactively, from the start of work throughout the duration of the contract.
- E. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- F. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all of EMPLOYER'S job openings and vacancies in the Washington Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this Project.
- G. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.

DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

The EMPLOYER who contracts with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council as required by DC Code 32-1431.

- H. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the

EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 2. Notify DOES within 7 business days of the transfer. This notice will include the name of the party taking possession and the name and telephone of that party's representative.
- I. The EMPLOYER and DOES may mutually agree to modify this Agreement. Any modification shall be in writing, signed by the EMPLOYER and DOES and attached to the original Agreement.
- J. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.

III. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs as approved by DOES; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

IV. RECRUITMENT

- A. The EMPLOYER shall complete the attached Revised Employment Plan that will include the information outlined in Section I.P.
- B. The EMPLOYER shall register and post all job vacancies with the Job Bank Services of DOES at www.dcnetworks.org for a minimum of 10 days. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER shall notify DOES of all new jobs created for the Project within at least 7 business days (Monday - Friday) of the EMPLOYERS' identification/creation of the new jobs. The Notice of New Job Creation shall include the number of employees needed by job title, qualifications and specific skills required to perform the job, hiring date, rate of pay, hours of work, duration of employment, and a description of the work to be performed. This must be done before using any other referral source.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce shall be reported to DOES for placement and referral, if the job is newly created. EMPLOYER shall provide DOES a Notice of New Job Creation that details such promotions in accordance with Section IV.C.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, a list of Current Employees that includes the name, social security number, and residency status of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project. All EMPLOYER information reviewed or gathered, including social security numbers, as a result of DOES' monitoring and enforcement activities will be held confidential in accordance with all District and federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

V. REFERRAL

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

VI. PLACEMENT

- A. EMPLOYER shall in good faith, use reasonable efforts to select its new hires or employees from among the qualified applicants referred by DOES. All hiring decisions are made by the EMPLOYER.
- B. In the event that DOES is unable to refer qualified applicants meeting the EMPLOYER'S established qualifications, within 7 business days (Monday - Friday) from the date of notification from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. However, the EMPLOYER shall still be required to meet the First Source hiring requirements or hours worked percentages for all jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES is not responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

VII. REPORTING REQUIREMENTS

- A. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling between \$300,000 and \$5,000,000, a provision that at least 51% of the new employees hired to work on the Project shall be District residents.
- B. EMPLOYER shall register in the First Source Online Registration and Reporting System for electronic submission of all monthly Contract Compliance data, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- C. EMPLOYER shall submit to the Department of Employment Services each month following the start of the Project a hiring compliance report for the Project that includes the:
 - 1. Number of new job openings created/available;
 - 2. Number of new job openings listed with DOES, or any other District Agency;
 - 3. Number of DC residents hired for new jobs;
 - 4. Number of employees transferred to the Project;
 - 5. Number of DC residents transferred to the Project;
 - 6. Direct or indirect labor cost associated with the project;
 - 7. Each employee's name, job title, social security number, hire date, residence, and referral source; and
 - 8. Workforce statistics throughout the entire project tenure.

- D. EMPLOYER with a single contract valued at \$300,000 or more on a Project that received government assistance totaling \$5 million or more shall meet the following hours worked percentages for all jobs created by the Project:
1. At least 20% of journey worker hours by trade shall be performed by DC residents;
 2. At least 60% of apprentice hours by trade shall be performed by DC residents;
 3. At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
 4. At least 70% of common laborer hours shall be performed by DC residents.
- E. EMPLOYERS shall provide the following cumulative statistics, that will be used to create the monthly report, by uploading certified payrolls or payroll data into the LCPtracker reporting system:
1. Total Number of journey worker hours worked by DC residents by trade;
 2. Number of hours worked by all journey workers by trade;
 3. Number of apprentice hours worked by DC residents by trade;
 4. Number of hours worked by all apprentices by trade;
 5. Number of skilled laborer worker hours worked by DC residents by trade;
 6. Number of hours worked by all skilled laborers by trade;
 7. Number of common laborer hours worked by DC residents by trade; and
 8. Number of hours worked by all common laborers by trade.
- F. EMPLOYER may “double count” hours for the “hard to employ” up to 15% of total hours worked by DC Residents; however, a collective bargaining agreement shall not be a basis for waiver of this requirement.
- G. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER shall submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- H. EMPLOYER may also be required to provide verification of hours worked or hiring percentages of DC residents, such as internal payroll records for construction Projects that are not subject to Davis-Bacon.
- I. Monthly, EMPLOYER shall submit weekly certified payrolls from all subcontractors at any tier working on the Project to the Contracting Agency. EMPLOYER is also required to make payroll records available to DOES as a part of compliance monitoring, upon request at job sites.

VIII. FINAL REPORT AND GOOD FAITH EFFORTS

- A. With the submission of the final request for payment from the Contracting Agency, the Beneficiary and/or EMPLOYER shall:
1. Report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project, and report the hours that DC residents worked for each trade classifications in each area of the Project; or
 2. Submit to DOES a request for a waiver of the hiring or hours worked percentage requirements for all jobs created by the Project that will include the following documentation:
 - a. Documentation supporting EMPLOYER’S good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.

- B. DOES may waive or partially waive the hiring or hours worked percentage requirements for jobs created by the Project, and/or the required hours of DC residents for each trade classifications, if DOES finds that the Beneficiary or EMPLOYER, including its contractors or subcontractors:
1. DOES certified that Beneficiary or Employer demonstrated a good faith effort to comply, as set forth in Section VIII.C.; or
 2. Is located outside the Washington Metropolitan Statistical Area, and none of the contract work is performed inside the Washington Metropolitan Statistical Area;
 3. The beneficiary published each job opening or part-time work needed for 7 calendar days in a District newspaper of city-wide circulation; and
 4. The DOES certified that there are insufficient eligible applicants from the First Source Register that possess the skills required by the positions, or the eligible applicants are not available for part-time work or do not have a means to travel to the onsite jobs; or
 5. Beneficiary/Employer entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:
1. DOES has certified that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project.
 2. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
 3. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
 4. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
 5. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
 6. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
 7. Whether the EMPLOYER interviewed employable candidates;
 8. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
 9. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
 10. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;

11. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
12. Any additional documented efforts.

IX. MONITORING

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

X. PENALTIES

- A. Willful Breach of the Agreement by the EMPLOYER, failure to submit the contract compliance reports, deliberate submission of falsified data may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the Project, in addition to other penalties provided by law. Failure to meet the required hiring requirements or failure to receive good faith waiver may result in the Department of Employment Services imposing a penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the Project for each percentage by which the beneficiary fails to meet the hiring requirements.
- B. EMPLOYERS who have been found in violation 2 times or more over a 10 year period may be debarred and/or deemed ineligible for consideration for Projects for a period of 5 years.
- C. Within 90 days of a Determination of a Penalty, the Beneficiary or Employer may appeal the violations or fines by filing a complaint with the Contract Appeals Board in accordance with D.C. Code §2-360.03 and §2-360.04.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement from the start of work on the Project, throughout the duration of the Project, and agree to all terms and conditions herein.

By:

	08/03/23
EMPLOYER Senior Official (Print)	Date

	
EMPLOYER Senior Official (Signature)	

Name of Company

Address

Telephone

Email

Signature Department of Employment Services	Date

ATTACHMENT J.8

SUBCONTRACTING PLAN



SBE SUBCONTRACTING PLAN

INSTRUCTIONS: All construction & non-construction contracts for **government-assisted projects** (**agency contracts** & **private project with District subsidy**) over \$250,000, shall require at least 35% of the amount of the contract (total amount of agency contract or total private project development costs) be subcontracted to Small Business Enterprises (SBE), if insufficient qualified SBEs to Certified Business Enterprises (CBE). The SBE Subcontracting Plan must list all SBE and CBE subcontracts at every tier. Once the SBE Subcontracting Plan is submitted for agency contracts, options & extensions, it can only be amended with DSLBD's consent.

SUBMISSION OF SBE SUBCONTRACTING PLAN:

▲ For **agency** solicitations - submit to agency with bid/proposal.

▲ For **agency** options & extensions - submit to agency before option or extension exercised.

▲ For **private projects** - submit to DSLBD, agency project manager and District of Columbia Auditor, with each quarterly report. As private projects may not have awarded all contracts at the time the District subsidy is granted, the SBE Subcontracting Plan may be submitted simultaneously with each quarterly report and list all SBE/CBE subcontracts executed by the time of submission.

CREDIT: For each subcontract listed on the SBE Subcontracting Plan, credit will only be given for the portion of the subcontract performed, at every tier, by a SBE/CBE using *its own organization and resources*. **COPIES OF EACH FULLY EXECUTED SUBCONTRACT WITH SBEs and CBEs (AT EVERY TIER) MUST BE PROVIDED TO RECEIVE CREDIT.**

EXEMPTION: If the **Beneficiary (Prime Contractor or Developer)** is a CBE and will perform the ENTIRE **government-assisted project** with its *own organization and resources* and will NOT subcontract any portion of the services and goods, then the CBE is not required to subcontract 35% to SBEs.

BENEFICIARY (✓ which applies ☐ Prime Contractor or ☐ Developer) INFORMATION:

Company: Consys, Inc. Contact # 202-545-1333 Email address: vijay@consys-inc.net

Street Address: 2502 Martin Luther King Jr. Ave, SE. Washington, DC 20020

✓ all that applies, Company is:

- ☒ a SBE ☒ a CBE ☒ CBE Certification Number: LSDZX52129122023
☐ WILL perform the ENTIRE agency contract or private project with its own organization and resources
☐ WILL subcontract a portion of the agency contract or private project

Company's point of contact for agency contract or private project:

Point of Contact: Vijay Kasimsetty

Title: Vice President

Contact # 202-439-4123

Email address: vijay@consys-inc.net

Street Address: 2502 Martin Luther King Jr. Ave, SE. Washington, DC 20020

GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ Agency Contract or ☐ Private Project) INFORMATION:

AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number <u>GF-2023-B-0028</u> Solicitation Due Date: <u>08/03/23</u> Agency : <u>University of the District of Columbia</u> Total Dollar Amount of Contract: \$ <u>6,685,786.00</u> <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Dollar Amount of Contract: \$ <u>2,340,025.10</u> Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>	District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
<u>DES-DC</u>	<u>1228 31st Street NW</u> <u>Suite 100A</u> <u>WDC 20007</u>	<u>Select Tier</u> 1st	<u>FFE</u>
Period of subcontract: <u>305</u> days from NTP Price to be paid to the SBE/CBE Subcontractor: \$ _____ ✓ <i>all that applies</i> , Subcontractor is: ☐ a SBE ☒ a CBE ☐ CBE Certification #: <u>LS733970072025</u> ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)		SBE/ CBE Point of Contact Name: <u>Emily Thornton</u> Title: <u>VP</u> Telephone Number: <u>(202) 7335007</u> Email Address: <u>emily.thornton@des-dc.com</u>	

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
<u>Rogers Brothers</u>	<u>2230 Lawrence Avenue, NE</u> <u>WDC 20018</u>	<u>Select Tier</u> 1	<u>Demolition, Concrete and utilities</u>

Period of subcontract: <u>305 Days</u> Price to be paid to the SBE/CBE Subcontractor: \$_____	SBE/ CBE Point of Contact Name: <u>George Rodgers</u> Title: <u>Owner</u> Telephone Number: <u>202-526-0030</u> Email Address: <u>georgerodgersjr@aol.com</u>
✓all that applies, Subcontractor is: ☐ a SBE ☒ a CBE ☐ CBE Certification # <u>LSZX84614092021</u> ☐ SBE/CBE will perform the ENTIRE subcontract with its own organization and resources ☐ SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)	

I Vijay Kasimsetty, Vice President of Consys, Inc.,
 (Name) (Title) (Prime Contractor/ Developer)

swear or affirm the above is true and accurate

Vijay Kasimsetty

08/03/23

(Signature)

(Date)

Complete additional copies as needed.

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

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every tier) (✓ if applies) ☐ Base Period Contract -- Option/Extension Period: _____ ☐ Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ ☐ Design-Build --Date of Guaranteed Contract: _____ ☐ Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ (include pre-construction and construction costs) 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier) ☐ Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

☐ **AGENCY CONTRACTING OFFICER'S AFFIRMATION OR** ☐ **AGENCY PROJECT MANAGER'S AFFIRMATION**
(✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- ☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- ☐ The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- ☐ **FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

Name of Agency Contracting Officer or Agency Project Manager

Title of Agency Contracting Officer or Agency Project Manager

Signature

Date

ATTACHMENT J.3

EQUAL EMPLOYMENT OPPORTUNITY



EEO POLICY COMMITMENT

Consys, Inc.

(NAME OF CONTRACTOR/BUSINESS) SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, OR DISABILITY.^{1 2}

Consys, Inc.

(NAME OF CONTRACTOR/BUSINESS) AGREES TO EQUAL EMPLOYMENT OPPORTUNITY FOR ALL APPLICANTS AND THAT ALL EMPLOYEES ARE TREATED EQUALLY 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, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY OR CREDIT INFORMATION. THE EQUAL EMPLOYMENT OPPORTUNITY 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.

Consys, Inc.

(NAME OF CONTRACTOR/BUSINESS) AGREES TO POST IN CONSPICUOUS PLACES THE ABOVE PROVISIONS CONCERNING NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

Consys, Inc.

(NAME OF CONTRACTOR/BUSINESS) SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO MAYOR'S ORDER 85-85, "COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY OBLIGATIONS IN CONTRACTS" AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, SUBSECTIONS 1103.2 THROUGH 1103.10 OF 33 DCR 4952 (PUBLISHED AUGUST 15, 1986).

Consys, Inc.

(NAME OF CONTRACTOR/BUSINESS) AGREES TO PERMIT ACCESS TO ALL BOOKS, RECORDS, AND ACCOUNTS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

Consys, Inc.

(NAME OF CONTRACTOR/BUSINESS) AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA, INCLUDING MAYOR'S ORDER 85-85, THE RULES IMPLEMENTING MAYORS ORDER 85-85, AND THE DC HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01, ET SEQ.

Consys, Inc.

(NAME OF CONTRACTOR/BUSINESS) SHALL INCLUDE AS EXPRESS CONTRACTUAL PROVISIONS THE LANGUAGE CONTAINED IN SUBSECTIONS 1103.2 THROUGH 1103.10 OF 33 DCR 4952 (PUBLISHED AUGUST 15, 1986), SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Vijay Kasimsetty, Vice President

08/03/2023

NAME OF AUTHORIZED OFFICIAL AND TITLE

DATE

Vijay Kasimsetty

CONSYS, INC.

SIGNATURE OF AUTHORIZED OFFICIAL

FIRM/ORGANIZATION

2502 Martin Luther King Jr. Avenue, SE Washington, DC 20020
Office: (202) 545-1333; Fax: (202) 545-1339; e-mail: consys@consys-inc.net
www.consys-inc.net



ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, "COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN CONTRACTS," EFFECTIVE JUNE 10, 1985, THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952 (PUBLISHED AUGUST 15, 1986), AND THE DC HUMAN RIGHTS ACT OF 1977, AS AMENDED, D.C. OFFICIAL CODE § 2-1401.01, ET SEQ. ("D.C. HUMAN RIGHTS ACT") 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, THE IMPLEMENTING RULES, AND THE D.C. HUMAN RIGHTS ACT. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, Vijay Kasimsetty, Vice President, THE AUTHORIZED REPRESENTATIVE OF

Consys, Inc. (VENDER/COMPANY), HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, AND THE D.C. HUMAN RIGHTS ACT. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS REFERENCED HEREIN IF AWARDED THE D.C. GOVERNMENT CONTRACT 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 PROVISIONS.

Consys, Inc.

NAME OF CONTRACTOR

Vijay Kasimsetty

NAME OF AUTHORIZED REPRESENTATIVE

Vijay Kasimsetty

SIGNATURE OF AUTHORIZED REPRESENTATIVE

GF-2023-B-0058

CONTRACT NUMBER/SOLICITATION NUMBER/BID NUMBER

August 03, 2023

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 to comply with Section D of this report ONLY. One copy shall be retained by the Contractor.												
Section A – TYPE OF REPORT												
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)												
Single Establishment Employer (1) ☒ Single-establishment Employer Report				Multi-establishment Employer (2) ☐ Consolidated Report (3) ☐ Headquarters Report (4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) ☐ Special Report								
2. Total number of reports being filed by this Company. _____												
Section B – COMPANY IDENTIFICATION OFFICIAL (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 Consys, Inc.							a.					
Address (Number and street) 2502 Martin Luther King Jr. Ave, SE			City or Town Washington		Country USA	State DC	Zip Code 20020	b.				
b. Employer Identification No.		5 2 2 3 1 8 6 3 6										
2. Establishment for which this report is filed. Consys, Inc.							OFFICIAL USE ONLY					
a. Name of establishment							c.					
Address (Number and street) 2502 Martin Luther King Jr. Ave, SE			City or Town Washington		Country USA	State DC	Zip Code 20020	d.				
b. Employer Identification No.		5 2 2 3 1 8 6 3 6										
3. Parent of affiliated Company												
a. Name of parent or affiliated Company				b. Employer Identification No.								
Address (Number and street)				City or Town		Country		State		Zip Code		
Section C - ESTABLISHMENT INFORMATION												
1. Is the location of the establishment the same as that reported last year? ☒ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis						2. Is the major business activity at this establishment the same as that reported last year? ☒ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis						OFFICIAL USE ONLY
3. 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.) General Contractors												e.
4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). ☒ YES ☐ NO												

SECTION D – EMPLOYMENT DATA

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

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE			
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers	03	03				03					
Professionals											
Technicians											
Sales Workers											
Office and Clerical	03		03					03			
Craftsman (Skilled)	02	02		01			01				
Operative (Semi-Skilled)	02	01		01			01				
Laborers (Unskilled)	01			01							
Service Workers											
TOTAL	11	06	03	03	0	03	02	03	0	0	0
Total employ reported in previous report	11	06	03	03	0	03	02	03	0	0	0

(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

2. Dates of payroll period used: 6/11/2021 - 6/24/2023

3. Pay period of last report submitted for this establishment: 6/30/2023

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.

Vijay Kasimsetty	Vice President	<i>Vijay Kasimsetty</i>	08/03/23
Name of Authorized Official	Title	Signature	Date
Name of person contact regarding this report		Address (Number and Street)	
Vijay Kasimsetty		2502 Martin Luther King Jr. Avenue, SE	
Title	City and State	Zip Code	Telephone Number Extension
Vice President	Washington, DC	20020	202-545-1333

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 standard for minority subcontracting is 25% or 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: Consys, Inc. TELEPHONE NO. 202-545-1333		ADDRESS: 2502 Martin Luther King Jr. Ave, SE Washington, DC 20020
PROJECT NAME: STAR - Biomedical Research Lab, UDC Van Ness ADDRESS: 4200 Connecticut Avenue, NW Washington, DC 20008 WARD NO: _____		PROJECT DESCRIPTIONS: Restoration of Building
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. _____ %

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO MINORITY BUSINESS ENTERPRISES \$ _____

PERCENT OF PRIME CONTRACT. _____ %

SOLICITATION NO: GF-2023-B-0028

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	Black	Asian	American Indian	Hispanic	Black	Asian	American Indian	Hispanic	
Officials and Managers									
Professionals									
Technicians									
Sales Workers									
Office and Clerical									
Craftsman (Skilled)									
Operative (Semi-Skilled)									
Laborers (Unskilled)									
Service Workers									
TOTAL									
NAME OF AUTHORIZED OFFICIAL: Vijay Kasimsetty				TITLE: Vice President			SIGNATURE: <i>Vijay Kasimsetty</i>		
FIRM NAME: Consys, Inc.					TELEPHONE NO: 202-545-1333		DATE: 08/03/23		
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION" _____ Yes _____ No NAME: ADDRESS: TYPE OF ACCOUNT/S:									

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the Bidder's/Offeree's business and operations.			
RESPONSES			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the Bidder's/Offeree's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains five (5) sections. Section I concerns the bidder's/offeree's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); Section IV relates to the Walsh-Healey Act; and Section V requires the bidder's/offeree's signature. Please note, a determination that a prospective contract is found to be "not responsible" is final and not appealable.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the Bidder's/Offeree's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the Bidder's/Offeree's business. Part 4 concerns the Bidder's/Offeree's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the Bidder's/Offeree's financial and organizational status. Part 7 requires the Bidder/Offeree to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name: Consys, Inc		Solicitation #: GF-2023-B-0028	
Address of the Principal Place of Business (street, city, state, zip code) 2502 Martin Luther King Jr. Ave, SE, Washington, DC 20020		Telephone # and ext.: 202-545-1333	Fax #: 202-545-1339
Email Address: vijay@consys-inc.net		Website: www.consys-inc.net	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
N/A	N/A	N/A	
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
☒ Corporation (including PC)		Date of Incorporation: 2001	
☐ Joint Venture		Date of Organization:	
☐ Limited Liability Company (LLC or PLLC)		Date of Organization:	
☐ Nonprofit Organization		Date of Organization:	
☐ Partnership (including LLP, LP or General)		Date of Registration or Establishment:	
☐ Sole Proprietor		How many years in business?:	
☐ Other		Date established?:	
If "Other," please explain:			
1.2 Was the bidder's/offeree's business formed or incorporated in the District of Columbia?			☒ Yes ☐ No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeree's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the Bidder/Offeree is required by law to obtain (other than those provided in Subpart 1.2). If the Bidder/Offeree is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			

1.4 If your company, its principals, shareholders, directors, or employees own an interest or have a position in another entity in the same or similar line of business as the Bidder/Officer, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Officer has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
PART 2: INDIVIDUAL RESPONSIBILITY	
<i>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</i>	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/officer with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	☐ Yes ☒ No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☒ No
2.3 Been proposed for suspension or debarment?	☐ Yes ☒ No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☒ No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	
(a) Any business-related activity; or	☐ Yes ☒ No
(b) Any crime the underlying conduct of which was related to truthfulness?	☐ Yes ☒ No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☒ No
Please provide an explanation for each "Yes" in Part 2 above.	
2.7 In the past ten (10) years has the Bidder/Officer had a contract terminated, in whole or in part, for any reason? If so, describe each such termination in detail.	
2.8 In the past ten (10) years has the Bidder/Officer ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the Bidder/Officer:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	☐ Yes ☒ No
3.2 Been proposed for suspension or debarment?	☐ Yes ☒ No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☒ No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	
(a) Any business-related activity; or	☐ Yes ☒ No
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	☐ Yes ☒ No
3.6 Been denied a contract award (in whole or in part, for any reason) or had a bid or proposal rejected based upon a non-responsibility finding by a government entity? If so, describe each such occurrence in detail.	☐ Yes ☒ No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☒ No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	☐ Yes ☒ No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the Bidder/Officer:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☒ No

Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the Bidder/Offeror:	
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?	☐ Yes ☒ No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	☐ Yes ☒ No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☒ No
5.4 Engaged in any litigation with any government entity? If so, please identify and/or describe all threatened and pending litigation and/or claims, including but not limited to matters pending before any Boards of Contracts Appeals.	☐ Yes ☒ No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the Bidder/Offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☒ No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	☐ Yes ☒ No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the Bidder/Offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☒ No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the Bidder/Offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	☐ Yes ☒ No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the Bidder/Offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	☐ Yes ☒ No
If "Yes" to Subpart 6.5, provide the years the Bidder/Offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the Bidder/Offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	☐ Yes ☒ No
If "Yes" to Subpart 6.6, provide the years the Bidder/Offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the Bidder/Offeror owes any outstanding debt to any state, federal or District of Columbia government.	☐ Yes ☒ No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the Bidder/Offeror been audited by any government entity?	☐ Yes ☒ No
(a) If "Yes" to Subpart 6.8, did any audit of the Bidder/Offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	☐ Yes ☒ No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: CONTRACTOR PROCUREMENT ACTIVITY WITHIN THE DEPARTMENT

7.1 What is your organization's Design Capacity (total labor hours) to conduct or pursue business with the Department of General Services (DGS) in the current fiscal year? Design capacity is calculated by multiplying the total number of company employees dedicated to a particular line of business by no more than 12 hours per day. Person's completing this form may be required to provide supporting documentation to substantiate allocable labor hours presented.

(a) Construction: _____ labor hours

(b) Non-Construction: _____ labor hours

7.2 In the table below, please list:

(1) The active contracts your organization currently holds with the Department of General Services, please include the contract number(s) as a part of your response; and

(2) The number of labor hours your organization has allocated to each active contract within the current fiscal year. (Note, if more entries are required, please list an attached addendum to this document).

	Contract Number	Labor Hours Allocated	

PART 8: RESPONSE UPDATE REQUIREMENT

8.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the Bidder/Offeror shall

(a) Within sixty (60) days of a material change to a response; and

(b) Prior to the exercise of an option year contract.

PART 9: FREEDOM OF INFORMATION ACT (FOIA)

9.1 Indicate whether the Bidder/Offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

☐ Yes ☒ No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the Bidder/Offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

1.1 The bidder/offeror certifies that no officer or employee of the District of Columbia will benefit from this contract. List the name(s) of any officer or employee of the District of Columbia that may benefit from this contract in section 1.2 below.

1.2 The following officer or employee of the District of Columbia may benefit from this contract.

(a) _____
N/A

(b) _____
N/A

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The Bidder/Offeror certifies that:

2.1 The signature of the Bidder/Offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

(i) Those prices;

(ii) The intention to submit a bid/proposal; or

(iii) The methods or factors used to calculate the prices in the contract.

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

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

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

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

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

Vijay Kasimsetty

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

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

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

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

2.4 The Bidder/Offeree certifies that:

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

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

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

PART 3: EQUAL OPPORTUNITY AND HUMAN RIGHTS OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85, Mayor's Order 2017-313 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

PART 4: FIRST SOURCE OBLIGATIONS

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

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

PART 5: EMPLOYMENT ELIGIBILITY OBLIGATIONS

5.1 I hereby certify that the Bidder/Offeree has verified the identity and employment eligibility of all its employees.

PART 6: LANGUAGE ACCESS OBLIGATIONS

6.1 For contracts where the contracting agency is a "covered entity" or "covered entity with major public contact" as defined in Sections 2(2) and 2(3) of the Language Access Act of 2004 (D.C. Official Code § 2-1931(2) and § 2-1931(3)), I hereby certify that I will comply with Language Access compliance requirements of the contracting agency while performing this contract.

PART 7: CONFLICTS OF INTEREST

7.1 The bidder/offeree certifies 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 obligations under the contract.

PART 8: SUBCONTRACTING OBLIGATIONS

8.1 The bidder/offeree certifies that it has verified with the Department of Small and Local Business Development (DSLBD) the current certifications of its proposed certified business enterprise (CBE) subcontractors.

8.2 The bidder/offeree certifies that it has verified with the Department of Consumer and Regulatory Affairs (DCRA), and any other licensing authority, that its proposed subcontractors possess all applicable licenses and permits required to perform the work.

SECTION III. DOMESTIC PREFERENCE CERTIFICATIONS

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

PART 1: BUY AMERICAN ACT COMPLIANCE (Applies if the bidder/offeree will provide goods to the District that are subject to the requirements of the Buy American Act)

1.1 In accordance with 41 USC 8301 *et. seq.* and implementing regulations, the bidder/offeree certifies that each end product, except the end products listed below, is a domestic end product.

☐ Yes ☒ No

N/A	EXCLUDED END PRODUCTS
N/A	COUNTRY OF ORIGIN
PART 2: FHWA BUY AMERICA ACT COMPLIANCE (Applies to FHWA-funded construction contracts)	
2.1 In accordance with 23 CFR 635.410(b), the bidder/offeror certifies that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the project.	☐ Yes ☒ No
PART 3: BUY AMERICAN ACT COMPLIANCE (Applies to locally-funded construction contracts)	
3.1 In accordance with 41 USC 8301 <i>et. seq.</i> and implementing regulations, the bidder/offeror certifies that only construction materials manufactured in the United States will be used on the project.	☐ Yes ☒ No
SECTION IV. WALSH-HEALEY ACT	
<i>Instructions for Section IV: Walsh-Healey Act.</i>	
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:	
(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.	
(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. §40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. §214).	
SECTION V. CERTIFICATION	
<i>Instruction for Section V: This section must be completed by all bidder/offerors.</i>	
I, [Vijay Kasimsetty], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate. In accordance with the requirements of section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02(c)), I shall update any response provided in this form within 60 days of a material change to a response and prior to the exercise of an option period.	
Name [Print and sign]: Vijay Kasimsetty <i>Vijay Kasimsetty</i>	Telephone #: 202-439-4123 Fax #: 202-545-1339
Title: Vice President	Email Address: vijay@consys-inc.net
Date: August 03, 2023	Contract No: GF-2023-B-0028
<i>The District of Columbia is authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.</i>	

J.15

Contractor's Experience Questionnaire Form

EXPERIENCE QUESTIONNAIRE INSTRUCTIONS: See Box 11, Remarks, if extra space is needed to answer any item below. Mark "X" in appropriate boxes.		1. CONTRACTOR NAME, ADDRESS AND TELEPHONE NUMBER Consys, Inc. 2502 Martin Luther King Jr. Avenue, SE Washington, DC 20020 (202) 545-1333			
2. SUBMITTED TO (Office Name and Address) UDC 4200 Connecticut Ave NW Suite 200C, WDC 20008	3. BUSINESS ☒ Company ☒ Corporation ☐ Non-profit Organization ☐ Co-partnership ☐ Individual		4. How many years do you or your firm have in the line of work contemplated by this solicitation? 22 years		
5. How many years experience in contracting have you or your business had as a (a) prime contractor <u>22</u> and/or (b) sub-contractor <u>0</u> ?					
6. List below the projects your business has completed within the last five (5) years which are similar in scope and scale to this job.					
CONTRACT AMOUNT	TYPE OF PROJECT	DATE COMPLETED	NAMES, ADDRESS AND TELEPHONE NO. OF OWNER/PERSON TO CONTACT FOR PROJECT INFORMATION		
\$8,668,862.00	General Construction	02/20/2022	Mr. Hares Sayed, DC DGS (202) 841-6269		
\$1,582,712.32	Theater Lighting	05/26/2021	Mr. Alan Walsh, UDC (202) 274-6641		
\$2,889,892.67	New Data Center	09/30/2022	Mr. Joanna Edward, UDC (202) 274-5025		
\$19,310,667.00	General Consutruction	09/15/2017	Mr. Michael Brown Prince Georges County Capitol Projects, (202) 437-3135		
\$7,293,493.00	General Construction	05/31/2018	Mr. Alex J Garrett, UDC (202) 274-5353		
\$5,915,592.00	General Construction	05/2017	Mr. Alex J Garrett, UDC (202) 274-5353		
\$6,131,557.99	General Construction	07/2021	Mr. Seth Randall, DC DGS (814) 873-5470		
7. List below all of your firm's contractual commitments running concurrently with the work contemplated by this solicitation:					
CONTRACT NUMBER	DOLLAR AMOUNT	NAME, ADDRESS AND TELEPHONE NO. OF BUSINESS/GOVERNMENT AGENCY INVOLVED	AWARDED (units)	PERCENT COMPLETED	DATE CONTRACT COMPLETED
DCAM-22-RFQ-T01	\$4,395,407.81	Mr. Bola Williams, DC DGS (202) 295-7047	LS	90%	03/31/23
DCAM-21-CS-IFB-0002	\$17,299,000.38	Mr. Seth Randall, DC DGS (814) 873-5470	LS	45%	07/30/23
DJ70-0008A-2019	\$23,441,480.17	Mr. Stephen Ivy, DCHA (814) 873-5470	LS	65%	05/30/23
GF-2021-C-0021	\$8,777,786.00	Mr. Joanna Edward, UDC (202) 274-5025	LS	8%	07/30/2023
GF-2020-C-0036	\$4,144,976.80	Mr. Alan Walsh, UDC (202) 274-6641	LS	15%	07/01/2023
8a. Have you ever failed to complete any work awarded to you?			Y Yes	☐ No	
8b. Has work ever been completed by performance bond?			Y Yes	☐ No	
8c. If "Yes" to either item 8a or 8b specify location(s) and reason(s) why: 					

9. Organization and work that will be available for this project:

a. (1) Minimum number of employees: 17 and (2) Maximum number of employees: 17

b. Are employees regularly on your payroll: - ☒ Y Yes ☐ Y No
Yes

c. Specify equipment available for this contract: _____

d. Estimate rate of progress below (such as 2.0 acres/man/day): _____

(1) Minimum progress rate: _____ and (2) Maximum progress rate: _____

10. List below the experience of the principal individuals of your business:

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK
Hemanchal Narain	President	40+	General Construction
Raj Shukla	Vice President	35+	General Construction
Vijay Kasimsetty	Vice President	40+	General Construction

11. REMARKS - SPECIFY BOX NUMBERS (Attach sheets if extra space is needed to fully answer any of the above questions.)

CERTIFICATION I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the District with any information needed to verify my capability to perform this project.	12a. CERTIFYING OFFICIAL'S NAME AND TITLE Vijay Kasimsetty, Vice President	
	12B. SIGNATURE (Sign in ink) <i>Vijay Kasimsetty</i>	13. DATE 08/03/2023

DC Department of General Sciences – Renovation of DMV Inspection Station PH-II	
POC Name:	Mr. Hares Sayed
Title:	Sr. Project Manager
Agency, Address:	DC Department of General Services 2000 14th Street NW 4th Floor Washington DC 20009
Phone Number:	202-442-4991
E-Mail Address:	hares.sayed@dc.gov
Contract Number:	DCAM-17-CS-0075
Contract Value:	\$1,150,044.85
Contract Period of Performance	Aug 07, 2017 – Nov 30, 2018
Relevance	
This project was at the DC Department of Motor Vehicles Inspection Station that had to be fully operational during the entire duration of construction. A very close co-ordination was mandated with the end user to keep the facilities open with minimum disruption of operations. The high light of the project was the new exhaust analyzer room that involved complex testing equipment and infrastructure that had to be relocated to the newly created space. The project included new asphalt pavement overlay, site concrete, a new CMU analyzer shed, replacement of all exterior aluminum structural windows, interior metal frames, wood doors & hardware, aluminum storefronts, acoustical ceiling system, extensive graphic painting, FFE, radiant gas heaters, interior high bay lighting and digital fire alarm system upgrades.	
	

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Consys, Inc.

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work	✓				
Timeliness of Performance		✓			
Cost Control	✓				
Business Relations	✓				
Customer Satisfaction	✓				

- Name & Title of Evaluator: Hares Sayed, Sr. Project Manager
- Signature of Evaluator: [Signature] 10/7/2019
- Name of Organization: DAS Construction Division
- Telephone Number of Evaluator: 202-442-4991
- State type of service received: Construction Services - DMV Inspection Station
- State Contract Number, Amount and period of Performance DCAM-17-CS-0075
\$1,423,348.64; Aug 7, 2017 - Sept 30, 2018
- Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed) Project quality & cost are
exemplary.
- Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

District of Columbia Housing Authority Highland Dwellings Project	
POC Name:	Mr. Wayne Fraser
Title:	Project Manager
Agency, Address:	District of Columbia Housing Authority 400 Atlantic Street, SE Washington DC
Phone Number:	202-535-2749
E-Mail Address:	wfraser@dchousing.org
Contract Number:	DJ60-0008.01
Contract Value:	\$ 19,310,667.00
Contract Period of Performance	May 15, 2016 – Sep 15, 2017
Relevance	
This project involved new construction of a 24 unit apartment building, complete renovation of 56 town home units. The project also included new site utilities i.e., new electrical service, water and sewer services, new storm drainage, geothermal heating and cooling system, site concrete, retaining walls, asphalt and landscaping.	
	

**DCAM-19-CS-RFQ-0001 – SMALL GENERAL CONSTRUCTION
PAST PERFORMANCE EVALUATION FORM**

(Check appropriate box)

OFFEROR Consys, Inc.

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work	✓				
Timeliness of Performance	✓				
Cost Control	✓				
Business Relations	✓				
Customer Satisfaction	✓				

- Name and Title of Evaluator: WAYNE FRASER SR. Project Manager
- Signature of Evaluator: 
- Name of Organization: DISTRICT OF COLUMBIA HOUSING AUTHORITY
- Telephone Number of Evaluator: 202 437 1855
- E-mail address of Evaluator: WFRASER@DCHOUSING.ORG
- State type of service received: NEW CONSTRUCTION & RENOVATIONS
- State Contract Number, Amount and Period of Performance DJ60-0008.01 & DJ60-0010.01
\$6,998,786.26 & \$10,407,786.00 APRIL 1, 2016 - SEPT. 2017
- Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed) THIS PROJECT HAD STAGGERED MOVE-IN DATES FOR OUR RESIDENTS AND THE CONTRACTOR MET ALL OF THEM.
- Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

Please submit completed evaluation to Bernadette.Catalan@dc.gov

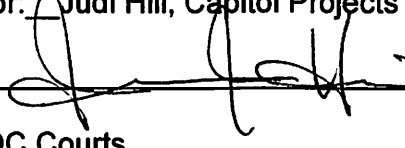
DC SUPERIOR COURTS – Balanced & Restorative Justice Drop-In Center #6 (Phase 1 and Phase 2)**POC Name:** Ms. Judi Hill**Title:** Project Manager**Agency, Address:** District of Columbia Superior Courts
616 H Street NW, Suite 600 Washington DC**Phone Number:** 202-339-0100**E-Mail Address:** judith.hill@dsc.gov**Contract Number:**
CPFMD - 14-0905 (Phase 1 and Phase 2)**Contract Value:** \$ 7,538,680.00 (Phase 1 \$3,122,867.00, Phase 2 \$4,515,813.00)**Contract Period of Performance** November 1, 2016 – July 31, 2019**Relevance**

This project is a two phase project. Phase 1 was completed 100% and Phase 2 is 75% complete and had a substantial completion date of 09/30/2019. At the Agency and the Client's request, the project was substantially completed 60 days ahead of schedule. The project involved selective interior demolition of the existing floors in a 4 floor historic structure to construct a new interior masonry and steel stairway. The work also involved all new utilities including upgraded new electrical service (PEPCO), water, fire sprinkler and sanitary service (DC WATER). This project involves new site utilities, asphalt pavement, site concrete, masonry work, brick work, structural steel, architectural millwork, doors, frames & hardware, exterior windows, Aluminum Store Fronts, Interior wall systems, ceiling systems, plastered ceiling system, new public restrooms, HVAC system, Direct Digital control system, Access control system, A/V system, Fire Sprinkler system, Electrical system, Digital lighting control system, Digital addressable Fire Alarm system, Interior kitchen appliances, FFE package, Floor finishes to include extensive tiling and motorized roller shade window system. This project involved a direct interaction with utility companies i.e. PEPCO, DC WATER, DOEE. A very close co-ordination and interaction with the local Ward 4 community during the course of construction.

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work		X			
Timeliness of Performance	X				
Cost Control		X			
Business Relations	X				
Customer Satisfaction	X				

1. Name & Title of Evaluator: Judi Hill, Capitol Projects Project Manager
2. Signature of Evaluator: 
3. Name of Organization: DC Courts
4. Telephone Number of Evaluator: 202-879-2871
5. State type of service received: Construction - Renovation
6. State Contract Number, Amount and period of Performance CPFMD-14-0905 , \$7,923,659.30.
9/23/14 - Projected for 10/25/19 The project is in punchlist and closeout phase.
7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed) Consys has worked diligently to bring this most complicated project to a completion.
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

Wage Determination

"General Decision Number: DC20240002 01/12/2024

Superseded General Decision Number: DC20230002

State: District of Columbia

Construction Type: Building

County: District of Columbia Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024

ASBE0024-007 10/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 40.02	19.67+a

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-008 04/01/2021

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS MATERIAL HANDLER.....	\$ 24.46	8.69+a

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

ASBE0024-014 04/01/2023

	Rates	Fringes
FIRESTOPPER.....	\$ 29.80	9.83+a

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

a. PAID HOLIDAYS: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day,the day after Thanksgiving and Christmas Day provided the employee works the regular work day before and after the paid holiday.

BRDC0001-002 04/30/2023

	Rates	Fringes
BRICKLAYER.....	\$ 36.50	13.47

* CARP0197-011 05/01/2023

	Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Soft Floor Laying-Carpet.....	\$ 33.21	13.87

CARP0219-001 05/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 37.65	14.54

CARP0441-001 05/01/2022

	Rates	Fringes
PILEDRIVERMAN.....	\$ 34.62	13.45

* ELEC0026-016 06/05/2023

	Rates	Fringes
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 53.00	21.35

* ELEC0026-017 09/04/2023

	Rates	Fringes
ELECTRICAL INSTALLER (Sound & Communication Systems).....	\$ 31.05	12.30

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

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

ELEV0010-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.49	37.335+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas

Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005-005 06/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 36.10	25.19

IRON0005-012 05/01/2023

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 30.70	23.33

LAB00011-009 06/01/2022

	Rates	Fringes
LABORER: Skilled.....	\$ 27.48	8.98

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

MARB0002-004 04/30/2023

	Rates	Fringes
MARBLE/STONE MASON.....	\$ 43.16	20.28

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

MARB0003-006 04/30/2023

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 33.41	12.67

MARB0003-007 04/30/2023

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 27.68	11.63

MARB0003-008 04/30/2023		
	Rates	Fringes
TILE SETTER.....	\$ 33.41	12.67

MARB0003-009 04/30/2023		
	Rates	Fringes
TILE FINISHER.....	\$ 27.68	11.63

PAIN0051-014 06/01/2023		
	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 30.52	13.85
Glazing Contracts over \$2		
million.....	\$ 34.76	13.85

PAIN0051-015 06/01/2023		
	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher.....	\$ 27.46	11.56

PLAS0891-005 07/01/2023		
	Rates	Fringes
PLASTERER (Including		
Fireproofing).....	\$ 31.83	8.96

PLAS0891-006 02/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.00	12.99

PLUM0005-010 08/01/2023		
	Rates	Fringes
PLUMBER.....	\$ 49.00	23.46+a
a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day		
and the day after Thanksgiving, Christmas Day, New Year's		
Day, Martin Luther King's Birthday, Memorial Day and the		
Fourth of July.		

PLUM0602-008 08/01/2023		
	Rates	Fringes
PIPEFITTER, Includes HVAC		
Pipe Installation.....	\$ 50.27	23.32+a

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

 * ROOF0030-016 07/01/2023

	Rates	Fringes
ROOFER.....	\$ 34.56	14.71

* SFDC0669-002 01/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 40.46	25.80

SHEE0100-015 11/01/2021

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 44.37	21.33+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day

 * SUDC2009-003 05/19/2009

	Rates	Fringes
LABORER: Common or General.....	\$ 13.04 **	2.80
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.40 **	2.85

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....

	\$ 11.67 **	
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POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....

	\$ 18.88	
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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**** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.**

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the

Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

MEMORANDUM

TO: Board of Trustees - Operations Committee

FROM: David A. Franklin, Chief Operating Officer *David A. Franklin*

DATE: April 23, 2024

SUBJECT: STAR Biomedical Research Labs (GF-2023-C-0028)

The following is a synopsis of the STAR Biomedical Research Labs on the Van Ness Campus.

The “STAR Biomedical Research Labs” project is funded in part through a National Institute of Health grant. The project creates a Specialized Technological center for Assistive Rehabilitation (STAR) Lab to serve as a Center for Biomechanical and Rehabilitation Engineering that fosters research-driven specialized technological services. Bringing these labs to the University further advances the mission imperative towards enhancing the diversity and productivity of the biomedical workforce. The research labs will be constructed in Building 32 Levels B & C, and also in Building 43 Level A at the Van Ness Campus. The renovations will include upgrades of the infrastructure, including the HVAC systems, LED lighting, and state-of-the-art AV/IT technology.

Fiscal Impact Statement

TO: The Board of Trustees
FROM: Managing Director of Finance *David A. Franklin*
DATE: April 23, 2024
SUBJECT: STAR Biomedical Research Labs (GF-2023-C-0028)

Conclusion

It has been concluded that the University has sufficient funding in the FY2024 Capital Construction Budget to fund the \$5,450,786 costs to construct the STAR Biomedical Research Labs project in Building 32 Levels B & C and Building 43 Level A at the Van Ness Campus.

Background

The University Systems mission of providing educational programs that encourage, promote, and increase student enrollment and student retention will be enhanced by this completed project. The “STAR Biomedical Research Labs” project is funded in part through a National Institute of Health grant. It creates a Specialized Technological center for Assistive Rehabilitation (STAR) Lab to serve as a Center for Biomechanical and Rehabilitation Engineering that fosters research-driven specialized technological services, which is imperative towards enhancing the diversity and productivity of the biomedical workforce. The renovations will include upgrades of the infrastructure, including the HVAC systems, LED lighting, and state-of-the-art AV/IT technology.

Financial Impact

Based on the information provided, there are no anticipated risks at this time.