K.1

BID BOND

Office of Administrative Services Department of Transportation	BID BOND (CONSTRUCTION)	Date Bond Executed (Must Not be later Than Bid Opening Date)

Bid Bond Period Ninety (90) Calendar Days After Bid Opening	TYPE OF ORGANIZATION ("X")
PRINCIPAL Name(s) and Address(es)	□ INDIVIDUAL □ PARTNERSHIP □ JOINT VENTURE □ CORPORATION
	STATE OF INCORPORATION
	1. PENAL SUM OF BID
	AMOUNT NOT TO EXCEED
SURETY (IES) Name(s) and Address(es)	MILLION(S) / THOUSAND(S) / HUNDRED(S) / CENT(S) / **5% OF BID**
	2. BID IDENTIFICATION
	BID OPENING DATE May 21, 2026 / INVITATION NO **DCKA-2026-B-0078**

KNOW ALL MEN BY THE PRESENTS. That we, the Principal and Surety(ies) hereto, are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called the District, in above penal sum for the payment of which we bind ourselves, our heirs, executors and successors, jointly and severally Provided, That, where the Sureties 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 has submitted the bid identified above.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) calendar days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) 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 specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to the Surety(ies) being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety calendar days in addition to the period originally allowed for acceptance of the bid.

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

PRINCIPAL

3. 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)	

Form No. DC 2640-5

PRINCIPAL (Continued)

CERTIFICATE AS TO CORPORATION

I,_____ certify that I am _____
Secretary of the Corporation named as Principal herein, that _____
who signed this bond on behalf of the Principal was then _____

Of said corporation; that I know this signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____
Secretary of Corporation

SURETY(IES)

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

4. INSTRUCTIONS

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.

2. Corporation's 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 President or Vice President; if signed by other official, evident of authority must be furnished. Such evidence should be 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, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary, or Assistant Secretary.

3. Corporations executing the bond as sureties must be among those appearing on the US Treasury Department's list of approved sureties and must be acting within the limitations set forth therein, and shall also be listed with the "Insurance Administration, Department of Consumer and Regulatory Affairs", to do business in the District of Columbia. The surety shall attach hereto an adequate Power-of-Attorney for each representative signing the bond.

4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the work "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive shall be affixed.

5. Names of partners must be set out in body or bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

K.2

BID FORM

BID FORM

(CONSTRUCTION CONTRACT)

Read Instructions to Bidders (See Standard Contract Provisions as amended)	Invitation No.: **DCKA-2026-B-0078** Issue Date: **April 21, 2026**

TO: CONTRACTING OFFICER, GOVERNMENT OF THE DISTRICT OF COLUMBIA
In compliance with above Invitation, the undersigned proposes to furnish all plant, labor and materials and perform required work per provisions as set forth in the Standard Contract Provisions, as amended, specifications, addenda, drawings, and at the prices named in the Schedule of Prices for:

PROJECT TITLE: Guardrails and Impact Attenuators Repair, Upgrade, and Replacement

The undersigned agrees that if he is awarded the Contract within 90 calendar days after bid opening date and he is notified thereof, he will within 10 days after the prescribed forms are forwarded for execution, or within any authorized extension of time, execute and deliver a Contract on Form No. DC 2640-6 and furnish performance and payment bonds on Form No. DC 2640-7 and Form No. DC 2640-8 with good and sufficient survey; and that if he falls or refuses, required bid guaranty shall be applied as specified in Instructions to Bidders.

Undersigned acknowledges receipt of the following addenda. Failure to acknowledge receipt of all addenda may result in rejection of bid.

Addendum No.	1	2	3	4	5	6	7
Received							

Enclosed is bid guaranty consisting of 5% of the total bid □ Bid Bond □ Certified Check □ Other
Name of bidder must be shown in full if an individual; and if a partnership, full names of all partners must be shown. If bidder is a corporation, impress corporate seal and furnish name of State where incorporated. If joint venture, all parties must sign.

Bidder represents that he operates as an □ individual, □ joint venture, □ corporation
Incorporated in State of _____ Telephone No._____

Name of Bidder (Type or print) DUNS or RUBS NO_____	Corporate Seal
Business Address (Type or print)	
By (Signature in ink)	Attest
Title of Person Signing	Title of Person Attesting

Bid, guaranty, etc., must be marked and addressed as follows:

Invitation No.: **DCKA-2026-B-0078** To be opened (date): May 21, 2026 @2:30 PM EST	Address as follows: Office of Contracting and Procurement Bid Room 250 M Street SE Washington, DC 20003

K.3

PRICE SCHEDULE IN PDF AND EBSX AASHTOWARE

K.4

TAX CERTIFICATION AFFIDAVIT
AVAILABLE AT:

https://ocp.dc.gov/node/541182

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.

K.5

FHWA BUY AMERICA CERTIFICATION

FHWABUY AMERICA
23 CFR.635.410(b)

Certification of Compliance with FHWA Buy America Requirements

In accordance with 23 CRF 635.410(b), the Contractor agrees that only steel or iron materials manufactured in the United States will be used for permanent incorporation on the Project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes, which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the Contract Price.

Reference Solicitation and contract Section H.10 FHWA Buy America Requirements

In accordance with OMB Memo M-22-11, dated April 18, 2022, and the Build America Buy America Act, Pub. L. No. 117-58 §§ 70901-52 (the "Act"), bidders are hereby notified that none of the funds provided under the resultant award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

_____

Company Name

_____ _____

Signature Title

Date,_____

FHWA Buy America Certification

K.6

PAST PERFORMANCE FORM

District of Columbia
Department of Transportation

PAST PERFORMANCE FORM

Solicitation: DCKA-2026-B-0078

Project Description: Repair, replace, and upgrade safety appurtenances that have been damaged by motor vehicles and at locations where the current units do not meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350/MASH 2016 as directed by the Engineer as shown on the contract plans and indicated in the specifications / special provisions, drawings, standard specifications and Supplementary Specifications (also referred to as J.12 "Special Provisions").

Name of Bidder:

Identify your 3 most recent projects of similar scope and size and include a reference with personal knowledge of your performance on the project and contact information. By submitting this form, you acknowledge and agree that the Contracting Officer may contact the references directly to discuss past performance.

Project Description	Dates of Performance	Contract Amount

Name of Reference: Title:
Company:
Email Address:
Phone Number:

Project Description	Dates of Performance	Contract Amount

Name of Reference:
Title:
Company:
Email Address:
Phone Number:

Project Description	Dates of Performance	Contract Amount

Name of Reference:
Title:
Company: Email
Address:
Phone Number:

K.7

BIDDER - OFFEROR CERTIFICATION FORM

https://ocp.dc.gov/node/740742

K.8

NON-COLLUSION AFFIDAVIT

INVITATION NO.: DCKA-2026-B-0078

PROJECT NAME: Guardrails and Impact Attenuators Repair, Upgrade and Replacement

NON-COLLUSION AFFIDAVIT

I, the undersigned depose and certify that I am the _____ Title of the _____ Company that I am authorized to make this affidavit on behalf of said company; and that said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal submittal in connection with proposed contract and pursuant to 23 CFR 635.112 (f).

_____

Signature of Official

_____

Date

K.9

CERTIFICATION OF ELIGIBILITY

CERTIFICATION OF ELIGIBILITY

INVITATION NO. **DCKA-2026-B-0078**

PROJECT NAME: Guardrails and Impact Attenuators Repair, Upgrade, and Replacement

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

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

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

does not have a proposed debarment pending; and

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

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

_____

_____

_____

Contractor

_____

President or Authorized Official

_____
Date

_____

Title

_____

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this_____day

at_____
City and State

Notary Seal

_____

Notary Public

K.10

CERTIFICATION REGARDING DEBARMENT

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

INVITATION NO.: DCKA-2026-B-0078

PROJECT NAME: Guardrails and Impact Attenuators Repair, Upgrade, and Replacement

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

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

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

does not have a proposed debarment pending; and

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

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

_____

_____

_____
Contractor

_____
President or Authorized Official

_____ _____
Date Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this_____day

at _____
City and State

_____ _____
Notary Seal Notary Public

K.11

CERTIFICATION FOR GRANTS, LOANS AND COOPERATIVE AGREEMENT

CERTIFICATION
FOR GRANTS, LOANS
AND COOPERATIVE AGREEMENTS
DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION

INVITATION NO. DCKA-2026-B-0078

PROJECT NAME: Guardrails and Impact Attenuators Repair, Upgrade, and Replacement

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this award was made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file that required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

Title of Official Company

_____ _____

Date Signature of Official

A bidder's failure to submit this certification or submission of a false certification may render his/her bid non-responsive.

(FAP)

K.12

DISCLOSURE OF LOBBYING AFFIDAVIT

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

1. The bidder/offeror certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions, which maybe be found at https://www.gsa.gov/cdnstatic/SFLLL_1_2_P-V1.2.pdf?forceDownload=1 or https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The bidder/offeror also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

_____
Company Name of Bidder/Offeror

_____
Signature of Authorized Official

_____
Date

K.13

EEO CERTIFICATION/NON-SEGREATION CERTIFICATION

INVITATION NO. DCKA-2026-B-0078

PROJECT NAME: Guardrails and Impact Attenuators Repair, Upgrade, and Replacement

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

Bidder represents that he [] has [] has not participated in a contract or subcontract subject to in substance either the equal opportunity provisions in Article 6 of LABOR PROVISIONS, STANDARD CONTRACT PROVISIONS, 1973, or Section 202 of Executive Order 11246 of 3 CFR; that he [] has [] has not filed all required compliance reports under any such contract or subcontract; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to subcontract awards.

NONSEGREGATED FACILITIES CERTIFICATE

Bidder represents 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 of subcontracting exceeding $10,000.00.

"Segregated facilities" shall mean any waiting room, work area, wash and rest room, 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, creed, color, or national origin, because of habit, local custom or otherwise.

Penalty for violations or making false statements is prescribed in 18 USC 1001.

_____
Company

_____
Signature of Official

_____ _____
Date Title

K.14

PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

INVITATION NO.: DCKA-2026-B-0078

PROJECT NAME: Guardrails and Impact Attenuators Repair, Upgrade, and Replacement

1. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the contractor has made and will make payments to his subcontractors and suppliers within seven (7) business days of receipt of such payment by DDOT for work performed by subcontractors/suppliers.

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

Certification shall be made on the following standard form.

To: Contracting Officer District Department of Transportation 250 M Street, SE, 7th Floor Washington, DC 20003

I hereby certify:

I have made or will make payments to all my subcontractors/suppliers within seven (7) business days of receipt of such payment by DDOT for work performed by subcontractors/suppliers. The subcontractors and suppliers are listed herein:

_____
Contractor/Company Name

_____
Signature of Official

_____ _____
Date Title

K.15

FIRST SOURCE EMPLOYMENT AGREEMENT FOR CONSTRUCTION PROJECTS ONLY

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

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

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).

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 apprenticeable 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 affect 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 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. 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 number 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:

_____ _____
EMPLOYER Senior Official (Print) Date

_____
EMPLOYER Senior Official (Signature)

_____
Name of Company

_____

_____
Address

_____
Telephone

_____
Email

_____ _____
Signature Department of Employment Services Date