



University of District of Columbia  
www.udc.edu

Date: 05/01/19

PURCHASE ORDER NO. **P0010874**

This purchase order number must appear on all invoices, packages, lading and correspondence.

**CONDITIONS OF PURCHASE:**

1. In accepting this order, Seller acknowledges and agrees to abide by the Conditions of Purchase set forth here and as set forth in further detail on the University's website <http://www.udc.edu>.
2. All invoices shall be submitted to the 'Bill to' address indicated on this purchase order. Invoices shall include the purchase order number, contract number (if applicable), contractor's name and address, invoice date, quantity and description of good(s) or service(s) for which payment is being requested, remittance address, and contract person name and phone number if there is a problem with the invoice. Invoices for quantities or amounts greater than what is stated on the purchase order will be rejected. Failure to follow these instructions may result in delays in payment.  
\*\*\*\* Government of the District of Columbia standard contract provisions for use with the District of Columbia Government supply and services contracts are here by incorporated by reference, [www.udc.edu/procurement](http://www.udc.edu/procurement) \*\*\*\*
3. FOB Destination. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
4. Payment Terms. Net 30 days.

**Seller:** Consys  
732 Kennedy St NW  
Washington DC 20011

**Ship To:** Alan Walsh  
UDC - Facilities Mgmt.  
Washington DC 20008

**Invoice To:** UDC - Accounts Payable  
4200 Connecticut Ave, NW Building 39 Suite 200-B  
Washington, DC 20008  
Phone: (202)274-5088 Fax: (202) 274-7448  
Email: [udcacctspay@udc.edu](mailto:udcacctspay@udc.edu)

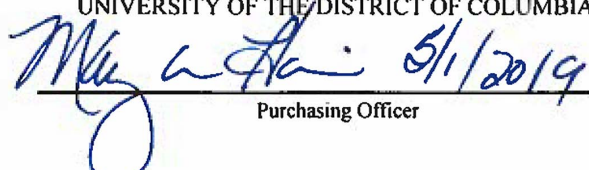
DELIVER BY: 05/01/19

DELIVERY: 8:30 a.m. - 5 p.m. Mon.-Fri. 24 hour notice for large deliveries is recommended. Please call 202-274-6150 to make arrangements.

Item	Description	Quantity	Unit Price	Total
1	This PO is for the procurement of Contractor Services for the "Building 42 ETQL and Labs 215 & 216 Renovations". The scope of work and independent government estimate is attached. GF-2018-C-0051 9092400 Contractual Services - GC	1.00 EA	1,317,786.0000	1,317,786.00
BUYER: Michiko D. Gadson				<b>PO Total \$1,317,786.00</b>

The University is a tax-exempt public educational institution.

**Seller:** Please send acknowledgement of this order and all inquiries concerning this order to:  
Office of Contracting and Procurement  
4200 Connecticut Ave, NW Building 39 Suite 200-C  
Washington, DC 20008  
Phone: 202-274-5181; Fax: 202-274-5432

UNIVERSITY OF THE DISTRICT OF COLUMBIA  
  
Purchasing Officer

**VENDOR COPY**

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

<b>CONSTRUCTION CONTRACT</b>		CONTRACT NO. GF-2018-C-0051
		DATE OF CONTRACT
NAME AND ADDRESS OF CONTRACTOR  Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011	TYPE OF ORGANIZATION ("x")  <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> 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 "District," mutually agree as follows:  The District, in consideration of the proposal price in the amount of one million three hundred seventeen thousand seven hundred eighty-six dollars and zero cents (\$1,317,786.00) enters into this firm fixed price contract with Consys, Inc., for the UDC Building 42 ETQL and Labs 215 and 216 Renovations.  The Board of Trustees represented by the Office of Strategic Sourcing and Procurement executing this contract, and the Contractor, mutually agree to perform this contract in strict accordance with the contract document, including the Solicitation, the Contractor's proposal, and the District of Columbia Standard Contract Provisions for use with District of Columbia Government Construction Projects, March 2011. 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 Strategic Sourcing and Procurement and shall continue <u>WITHOUT INTERRUPTION</u> until completion and acceptance. The contract shall be completed within two hundred and twenty (220) calendar days after such notice.  2. <u>Liquidated Damages</u>  The Contractor shall pay to the District of Columbia the sum of one thousand five hundred ten dollars and zero cents (\$1,510.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project, within the time limits set forth, subject to provisions of Article 5, DELAYS, of the General Provisions of the Standard Contract Provisions for Construction Projects, March 2011.		

3. Wage Rates

General Decision Number: DC180002 dated 06/11/2018 DC2 is the wage determination applicable to this Contract.

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:

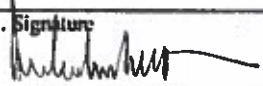

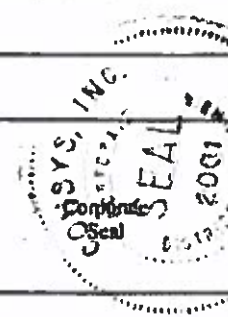
- (1) Sections A and B of this contract;
- (2) IFB No. GF-2018-B-0051 all attachments and amendments;
- (3) Standard Contract Provisions (SCP) For Use With Specifications for the District of Columbia Government Construction Projects, March 2011;
- (4) The Contractor's bid

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

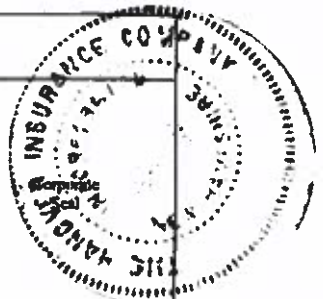
AWARD (The Contractor is not required to sign this document). Your bid on this solicitation is hereby accepted.

By

*Mary A. Harris* 5/1/2019  
Mary Ann Harris  
Chief Contracting Officer  
Office of Strategic Sourcing and Procurement

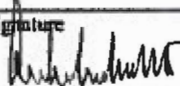
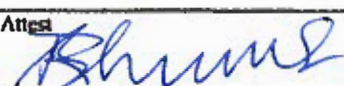

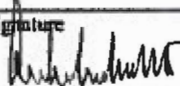
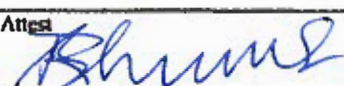

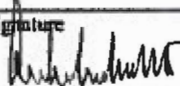
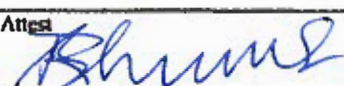

PERFORMANCE BOND (CONSTRUCTION) (See Instructions on Reverse)		Date Bond Executed (Must be same or later than date of Contract)									
<b>PRINCIPAL (Legal Name and Address)</b> Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011		<b>TYPE OF ORGANIZATION ("")</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION <b>STATE OF INCORPORATION</b> DC									
<b>SURETY (IES) (Name(s) and Address(es))</b> Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		<b>PENAL SUM OF BOND</b> <table border="1"> <tr> <th>MILLION(S)</th> <th>THOUSAND(S)</th> <th>HUNDRED(S)</th> <th>CENTS</th> </tr> <tr> <td>1</td> <td>317</td> <td>786</td> <td>00</td> </tr> </table>		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	1	317	786	00
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS								
1	317	786	00								
		<b>CONTRACT DATE</b> <b>CONTRACT NUMBER</b> GF-2018-B-0051									
<p>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, 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.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.</p> <p>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.</p> <p>IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p>											
<b>PRINCIPAL</b>											
1. Signature  (Seal)	1. Attest 										
Name & Title (typed) VIJAY R. KASI/SECT'Y/VP	Name & Title (typed) RAJ SHUKLA/SECT'Y/VP										
2. Signature (Seal)	2. Attest										
Name & Title (typed)		Corporate Seal									

SURETY (IES)			
1. Name & Address (typed) Hanover Insurance Company 440 Lincoln Street, Worcester, MA 01653		State of Inc. NH	Liability Limit \$1,317,786.00
Signature of Attorney-in-Fact <i>Laura E. Scholze</i>		Attest (Signature) <i>Courtney W. Judge</i>	
Name & Address (typed) Laura E. Scholze, Attorney-In-Fact 303 International Circle, Suite 160 Hunt Valley, MD 21030		Name & Address (typed) Courtney W. Judge, Assistant 303 International Circle, Suite 160 Hunt Valley, MD 21030	
1. 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 12.10/9.90	Total Premium 14,146.00	Name & Address of Agency or Agent Receiving Commission Delmarva Surety 303 International Circle, Suite 160, Hunt Valley, MD 21030	
<div style="text-align: center;">           Approved By              Mary Ann Harris or Eddie Whitaker            Chief Contracting Officer Contracting Officer         </div> <div style="text-align: right; margin-top: -20px;">           5/1/2019            5/1/19 matt         </div>			
INSTRUCTIONS			
<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>4. The name of each person signing this performance bond shall be typed in the space provided.</li> </ol>			





Bond No. 1031697

PAYMENT BOND (CONSTRUCTION) (See Instructions on Reverse)		Date Bond Executed (Must be same or later than date of Contract)											
<b>PRINCIPAL (Legal Name and Address)</b> Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011		<b>TYPE OF ORGANIZATION ("X")</b> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION											
		<b>STATE OF INCORPORATION</b> DC											
		<b>PENAL SUM OF BOND</b>											
<b>SURETY (IES) (Name(s) and Address(es))</b> Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		<b>MILLION(S)</b> 1	<b>THOUSAND(S)</b> 317										
		<b>HUNDRED(S)</b> 786	<b>CENTS</b> 00										
		<b>CONTRACT DATE</b>											
		<b>CONTRACT NUMBER</b> GF-2018-B-0051											
<p>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, 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.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.</p> <p>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.</p> <p>IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.</p>													
<p align="center"><b>PRINCIPAL</b></p> <table border="1"> <tr> <td> <b>1. Signature</b>              (Seal)         </td> <td> <b>1. Attest</b>   </td> <td rowspan="3">  </td> </tr> <tr> <td> <b>Name &amp; Title (typed)</b>            VIJAY R. KACIMSETTY/VP         </td> <td> <b>Name &amp; Title (typed)</b>            RAJ SHUKLA, SECTY/VP         </td> </tr> <tr> <td> <b>2. Signature</b>            (Seal)         </td> <td> <b>2. Attest</b> </td> </tr> <tr> <td> <b>Name &amp; Title (typed)</b> </td> <td> </td> <td> <b>Corporate Seal</b> </td> </tr> </table>				<b>1. Signature</b>  (Seal)	<b>1. Attest</b> 		<b>Name &amp; Title (typed)</b> VIJAY R. KACIMSETTY/VP	<b>Name &amp; Title (typed)</b> RAJ SHUKLA, SECTY/VP	<b>2. Signature</b> (Seal)	<b>2. Attest</b>	<b>Name &amp; Title (typed)</b>		<b>Corporate Seal</b>
<b>1. Signature</b>  (Seal)	<b>1. Attest</b> 												
<b>Name &amp; Title (typed)</b> VIJAY R. KACIMSETTY/VP	<b>Name &amp; Title (typed)</b> RAJ SHUKLA, SECTY/VP												
<b>2. Signature</b> (Seal)	<b>2. Attest</b>												
<b>Name &amp; Title (typed)</b>		<b>Corporate Seal</b>											

<b>SURETY (IES)</b>			
1 Name & Address (typed) Hanover Insurance Company 440 Lincoln Street, Worcester, MA 01653		State of Inc. NH	Liability Limit \$1,317,786.00
Signature of Attorney-in-Fact <i>Laura E. Scholze</i>		Attest (Signature) <i>[Signature]</i>	
Name & Address (typed) Laura E. Scholze, Attorney-In-Fact 303 International Circle, Suite 160 Hunt Valley, MD 21030		Name & Address (typed) Courtney W. Judge, Assistant 303 International Circle, Suite 160 Hunt Valley, MD 21030	
1 Name & Address (typed)		State of Inc.	Liability Limit
Signature of Attorney-in-Fact		Attest (Signature)	
Name & Address (typed)		Name & Address (typed)	
<b>BOND PREMIUM</b>			
Rate Per Thousand 12.10/9.90	Total Premium 14,146.00	Name & Address of Agency or Agent Receiving Commission Delmarva Surety 303 International Circle, Suite 160, Hunt Valley, MD 21030	
<p style="text-align: center;">Approved By:</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">               Mary Ann Hanes Chief Contracting Officer           </div> <div style="text-align: center;">             or              Eddie Whitaker Contracting Officer           </div> <div style="text-align: center;"> </div> </div>			
<p style="text-align: center;"><b>INSTRUCTIONS</b></p> <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>4. The name of each person signing this payment bond shall be typed in the space provided.</li> </ol>			





**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWERS OF ATTORNEY  
CERTIFIED COPY**

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Thomas A. Whipple, Douglas J. Dixon, Laura E. Scholze, Courtney W. Judge and/or Brian S. McCoog**

of Timonium, MD and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14th day of November 2011.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

  
Robert Thomas, Vice President

  
Mary Fitzgerald, Vice President

  
THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 14th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



**BARBARA A. GARLICK**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

  
Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

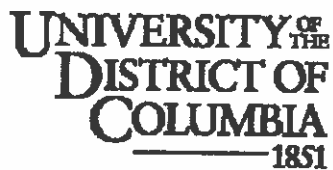
This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 5 day of October 2018.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

  
Glenn Margosian, Vice President



## BID DOCUMENT

INVITATION NO. GF-2018-B-0051

**AGENCY:** University of the District of Columbia

**PROJECT:** UDC Building 42 ETQL and Labs 215 and 216 Renovations

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

**To access our website, please go to:**

- [www.udc.edu](http://www.udc.edu)
- Select About UDC
- Select Administrative
- Select Finance and Procurement
- Select Capital Procurement



**ORIGINAL**

<b>UNIVERSITY OF THE DISTRICT OF COLUMBIA</b> <b>SOLICITATION, OFFER AND AWARD</b>		<b>1. Solicitation No.:</b> GF-2018-B-0051		<b>2. Type:</b> <input checked="" type="checkbox"/> <b>Sealed Bid (IFB)</b> <input type="checkbox"/> <b>Negotiated (RFP)</b>		<b>3. Date Issued:</b> June 22, 2018		<b>Page 1 of 102</b>																																														
<b>4. Contract Number</b> GF-2018-B-0051				<b>5. Requisition Purchase Request No.</b>		<b>6.</b> <input type="checkbox"/> Open Market with set aside for SBE subcontracting (see Section M.1.6) <input checked="" type="checkbox"/> SBE Set-Aside (see Sec-B.2 & Sec-M) Mandatory 35% CBE subcontracting requirement in accordance with Section M.1.5 & M.1.6																																																
<b>7. Issued By:</b> University of the District of Columbia Office of Strategic Sourcing and Procurement 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008				<b>8. Address Offer To:</b> University of the District of Columbia Office of Strategic Sourcing and Procurement 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008																																																		
<b>9.</b> For information contact:		<b>A. Name:</b> Michiko Gadson		<b>B. Telephone (No collect calls)</b> (Area Code) 202 (Number) 274-5191 (Ext)		<b>C. E-mail Address</b> mgadson@udc.edu																																																
<b>IMPORTANT - The "offer" section of this form must be fully completed by offeror.</b>																																																						
<b>SOLICITATION</b>																																																						
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"</b>																																																						
<b>10. Sealed offers in "original" plus 2 copies to perform the work required will be received at the place specified in item 8, or if hand carried, to the bid counter located at address shown in item 8 until 2:00 PM local time on, Tuesday July 31, 2018.</b>																																																						
(Hour)					(Date)																																																	
<b>11. The University requires performance of the work described in strict accordance with the following:</b>																																																						
<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>SECTION</th> <th>PAGES</th> </tr> </thead> <tbody> <tr> <td>Solicitation/Offer/Award Form</td> <td>A</td> <td>2-3</td> </tr> <tr> <td>Schedule for Construction, Alterations, Repair, Price</td> <td>B</td> <td>4-5</td> </tr> <tr> <td>Scope/University Specifications/Drawings</td> <td>C</td> <td>6-10</td> </tr> <tr> <td>Packaging and Markings</td> <td>D</td> <td>11</td> </tr> <tr> <td>Inspection and Acceptance</td> <td>E</td> <td>12</td> </tr> <tr> <td>Deliveries and Performances</td> <td>F</td> <td>13</td> </tr> <tr> <td>Contract Administration Data</td> <td>G</td> <td>14-50</td> </tr> <tr> <td>Special Contract Requirements</td> <td>H</td> <td>51-58</td> </tr> <tr> <td>Contract Clauses</td> <td>I</td> <td>59-75</td> </tr> <tr> <td>List of Attachments</td> <td>J</td> <td>76</td> </tr> <tr> <td>Representations, Certifications and Other Statements of Bidders</td> <td>K</td> <td>77-88</td> </tr> <tr> <td>Instructions, Conditions and other Notices to Bidders</td> <td>L</td> <td>89-96</td> </tr> <tr> <td>Evaluation Factors for Award</td> <td>M</td> <td>97-101</td> </tr> <tr> <td colspan="3">The Standard Contract Provisions for Use with Specifications for University Government Construction Projects, dated January 2007</td> </tr> </tbody> </table>										DESCRIPTION	SECTION	PAGES	Solicitation/Offer/Award Form	A	2-3	Schedule for Construction, Alterations, Repair, Price	B	4-5	Scope/University Specifications/Drawings	C	6-10	Packaging and Markings	D	11	Inspection and Acceptance	E	12	Deliveries and Performances	F	13	Contract Administration Data	G	14-50	Special Contract Requirements	H	51-58	Contract Clauses	I	59-75	List of Attachments	J	76	Representations, Certifications and Other Statements of Bidders	K	77-88	Instructions, Conditions and other Notices to Bidders	L	89-96	Evaluation Factors for Award	M	97-101	The Standard Contract Provisions for Use with Specifications for University Government Construction Projects, dated January 2007		
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<b>12. The Contractor shall begin performance and complete all the work within 220 calendar days from the date specified in the written</b>																																																						
<input type="checkbox"/> Award <input checked="" type="checkbox"/> NTP This performance period is <input checked="" type="checkbox"/> Mandatory <input type="checkbox"/> Negotiable																																																						
<b>13. The Contractor must furnish the required performance and payment bonds.</b>																																																						
<input checked="" type="checkbox"/> yes, within ten (10) calendar days after receiving the Notice of Intent to Award <input type="checkbox"/> no																																																						
<b>14. Additional Solicitation Considerations</b>																																																						
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 <input checked="" type="checkbox"/> is required <input type="checkbox"/> is not required																																																						
Government of the University					Office of Contracting and Procurement																																																	

STANDARD FORM A - Dated May 2001

OFFER (Must be fully completed by offeror)

15. Name, Company Name and Address of Offeror (with zip code)

Consys, Inc.  
732 Kennedy Street, NW  
Washington, DC 20011

16. Telephone No.

(202) 545-1333

18. Remittance Address (if different than item 15).

17. E-mail address

vijay@consys-inc.net

19. The offeror 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 offer is accepted by the University in writing within 90 calendar days after the date offers are due.

20. The offeror agrees to furnish any required performance and payment bonds.

## 21. ACKNOWLEDGEMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation (number and date each) See Section L.11

Amendment Number	1	2	3	4						
Date	7/30/18	8/1/18	8/14/18	8/24/18						

22. Name and Title of person authorized to sign offer (Type or Print)

Vijay Kasimsetty, Vice President

22A. Signature



22B. Offer

\$1,317,786.00

## AWARD (To be completed by the University)

23. Amount

24. Accounting and Appropriation data

25. PAYMENT WILL BE MADE BY:

Office of the Chief Financial Officer  
4200 Connecticut Avenue, NW  
Washington, D.C. 20008

26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data)

CO 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) the 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 offer on this solicitation is hereby accepted. This award consummates the contract which consists of (a) the solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

29. Name and Title of Contractor or Person Authorized to Sign (Type or Print)

Vijay Kasimsetty, Vice President

30. Name of CO (Type or Print)

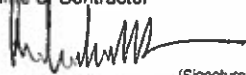
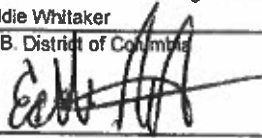
MARY ANN HARRIS, CHIEF CONTRACTING OFFICER

29A. Signature

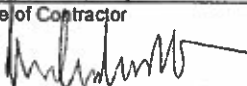
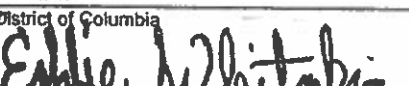
29B. Date 8/28/18

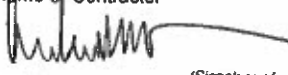
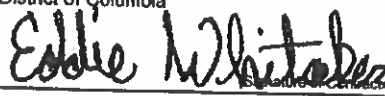
30A. Signature



30B. Date

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number		Page of Pages	
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
GF-2018-B-0051-001		July 30, 2018				UDC Building 42 ETQL and Labs 215 & 216	
Issued By: University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 39, Room 200C Washington, DC 20008				Administered By (If other than line 6) University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  <div style="text-align: center;">             Consys, Inc.              732 Kennedy St, NW              Washington, DC 20011           </div>				(X) 9A. Amendment of Solicitation No.			
				GF-2018-B-0051			
				9B. Dated (See Item 11) June 22, 2018			
				10A. Modification of Contract/Order No.  			
Code _____ Facility _____				10B. Dated (See Item 13)  			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>5</u> copies 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)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>5</u> copy to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
Announcement No. GF-2018-B-0051, UDC Building 42 ETQL and Labs 215 & 216 at the University of the District of Columbia is hereby amended as follows:  1) Pre-proposal sign-in sheet & Plan holders list (Attachment A). 2) The closing date for submission of bids is extended from Tuesday, July 31, 2018 to 2:00PM Thursday, August 16, 2018. 2) All other Terms and Conditions remain the same.							
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			
Vijay Kasimsetty, Vice President				Eddie Whitaker			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
 (Signature of person authorized to sign)		08/06/18		 (Signature of Contracting Officer)		7-30-18	



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      41	
GF-2018-B-0051-002		August 1, 2018				5. Solicitation Caption	
Issued By: University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 39, Room 200C Washington, DC 20008		Code		7. Administered By (If other than line 6) University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008		UDC Building 42 ETQL and Labs 215 & 216	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)				(X) 9A. Amendment of Solicitation No.			
Consys, Inc. 732 Kennedy St, NW Washington, DC 20011				GF-2018-B-0051			
				9B. Dated (See Item 11) June 22, 2018			
				10A. Modification of Contract/Order No.			
Code				10B. Dated (See Item 13)			
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 Offers <input type="checkbox"/> is extended <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>5</u> copies 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 <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>5</u> copy to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
Announcement No. GF-2018-B-0051, UDC Building 42 ETQL and Labs 215 & 216 at the University of the District of Columbia is hereby amended as follows:  1) Responses to questions (Attachment A).  2) All other Terms and Conditions remain the same.							
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 Kasimsetty, Vice President				16A. Name of Contracting Officer Eddie Whitaker			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
 (Signature of person authorized to sign)		08/06/18		 (Signature of Contracting Officer)		8/1/18	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages 1      4
2. Amendment/Modification Number <b>GF-2018-B-0051-003</b>	3. Effective Date <b>August 14, 2018</b>	4. Requisition/Purchase Request No.	5. Solicitation Caption <b>UDC Building 42 ETQL and Labs 215 &amp; 216</b>		
6. Issued By: University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 39, Room 200C Washington, DC 20008		7. Administered By (If other than line 6) University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  <b>Consys, Inc. 732 Kennedy St, NW Washington, DC 20011</b>			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. <b>GF-2018-B-0051</b>		
			9B. Dated (See Item 11) <b>June 22, 2018</b>		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code	Facility				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>5</u> copies 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. <b>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.</b> 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)					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
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)					
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>5</u> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)  Announcement No. GF-2018-B-0051, UDC Building 42 ETQL and Labs 215 & 216 at the University of the District of Columbia is hereby amended as follows:  1) The closing date for submission of bids is extended from Thursday, August 16, 2018 to Tuesday, August 28, 2018 to 2:00PM. 2) Addendum -01 Drawings A-105 & A-501 must be included in the base bid lump sum price (Attached). 3) All other Terms and Conditions remain the same.					
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) <b>Vijay Kasimsetty, Vice President</b>			16A. Name of Contracting Officer <b>Eddie Whitaker</b>		
15B. Name of Contractor 		15C. Date Signed <b>08/18/18</b>	16B. District of Columbia 		16C. Date Signed <b>8/16/18</b>
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number		Page of Pages	
						1 2	
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption	
GF-2018-B-0051-004		August 23, 2018				UDC Building 42 ETQL and Labs 215 & 216	
Issued By: University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 39, Room 200C Washington, DC 20008				Code _____ 7. Administered By (If other than line 6) University of the District of Columbia OSS&P Capital Procurement Division 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  <div style="text-align: center;">           Consys, Inc.            732 Kennedy St. NW            Washington, DC 20011         </div>				<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No.			
				GF-2018-B-0051			
				9B. Dated (See Item 11)			
				June 22, 2018			
				10A. Modification of Contract/Order No.			
				10B. Dated (See Item 13)			
Code _____		Facility _____					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers _____ is extended <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>5</u> copies 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 <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>5</u> copy to the issuing office.							
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
Announcement No. GF-2018-B-0051, UDC Building 42 ETQL and Labs 215 & 216 at the University of the District of Columbia is hereby amended as follows:  1) Additional Question & Answer (Attached) 2) The closing date for submission of bids is extended from Tuesday, August 28, 2018 to Thursday, August 30, 2018 to 2:00PM. 3) All other Terms and Conditions remain the same.							
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			
Vijay Kasimsetty, Vice President				Eddie Whitaker			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
		8/28/18				8/24/18	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

**PART I****SECTION B: SCHEDULE FOR CONSTRUCTION, ALTERATIONS, REPAIRS PRICE**

**B.1** The University of the District of Columbia, Strategic Sourcing & Procurement is seeking a Contractor to provide all necessary construction labor, materials, equipment and supervision for renovation of UDC Building 42 ETQL and Labs 215 and 216 located at 4200 Connecticut Avenue N.W., Washington DC 20008 Van Ness Campus. The work includes renovation of an existing storage space to house a new server room and office over a raised floor system. The project also includes computer room specific fire suppression and mechanical systems, a new generator and a redundant building electrical feeder and information technology infrastructure equipment and infrastructure work in accordance with the University's Specifications and Drawings titled "UDC Building 42 ETQL and Labs 215 and 216 Renovations".

**B.2 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS ENTERPRISE (SBE) SET-ASIDE MARKET ONLY**

This Invitation for Bids is designated only for certified Small Business Enterprise (SBE) Offerors 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. ONLY Offerors that are certified by the District of Columbia Department of Small and Local Business Development (DSLBD) as a SBE at the time of the Proposal Due Date are eligible. A copy of the certification acknowledgment letter must be submitted with the Offeror's bid.

**B.3 SUBCONTRACTING PLAN**

The bidder shall submit a statement detailing its subcontracting plan pursuant to approval by the CO. This plan shall meet the requirements described under Section M.1.9 of this solicitation. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO. The approved plan will be incorporated into and become part of the contract.

**B.4** The University contemplates award of a firm fixed-price contract. The estimated price range for this requirement is between \$500,000.00 - \$950,000.00.

**B.5** The Contractor must bid lump sum firm fixed price for the following Contract Line Item Number (CLIN) as described below.

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>LUMP SUM PRICE</u>
01	UDC Building 42 ETQL and Labs 215 and 216, as shown in the Drawings, Specifications and Scope of Work as described in Section C of this solicitation package.	\$ 1,317,786.00

**LUMP SUM PRICE (CLIN 0001) IN WORDS**

One Million three hundred seventeen thousand seven  
hundred eighty six 400/100

**B.6 PRICE BREAKDOWN FORM**

The bidder must complete this breakdown of prices and submit it with its bid. In case of any discrepancy in the total bid price entered here and the lump sum price in B.5 shall govern.

- \* DIVISION means a discrete component of the work for which a separate price is requested. The "Total Price Breakdown" is the sum total of all components, and must equal the Lump Sum Bid Price of CLIN 0001.

DIVISION NO. *	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$ 127,600.00
Div. 02	Existing Conditions	\$ 32,696.00
Div. 03	Concrete	\$ 2,500.00
Div. 04	Masonry	\$ 0.00
Div. 05	Metals	\$ 123,375.00
Div. 06	Wood, Plastic, & Composites	\$ 0.00
Div. 07	Thermal and Moisture Protection	\$ 8,225.00
Div. 08	Openings	\$ 0.00
Div. 09	Finishes	\$ 17,625.00
Div. 10	Specialties	\$ 88,160.00
Div. 11	Equipment	\$ 0.00
Div. 12	Furnishings	\$ 0.00
Div. 22	Plumbing	\$ 12,500.00
Div. 23	Heating, Ventilating & Air Conditioning	\$ 825,955.00
Div. 26	Electrical	\$ 59,800.00
Div. 27	Communications	\$ 0.00
Div. 28	Electronic Safety & Security	\$ 19,350.00
Div. 29	Exterior Improvements	\$ 0.00
<b>Lump Sum Bid Price</b>	Lump Sum Bid Price (copy from CLIN 0001, Section B.5, Part I of IFB)	\$ 1,317,786.00



**G.4.5.1** The University will not make any additional payments until the final CPM schedule is approved by CA.

**G.4.5.2** The University will not make progress payments for all other activities until the final CPM schedule is approved and distributed by the CA.

**G.4.6** The CA will use the CPM Schedule approved and updated as provided in subsection G.15 as the basis upon which to estimate successive progress payments to be made.

**G.5 ASSIGNMENTS:**

**G.5.1** The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2.** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, 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:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE:**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** 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:

**G.6.1.1** the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.1.2** the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.3** the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** 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.6.2 Payments to Subcontractors**

### PART III

#### SECTION J: ATTACHMENTS

##### **J.1 LIST OF ATTACHMENTS**

- J.1.1** Specifications for *UDC Building 42 ETQL and Labs 215 and 216 Renovations*, dated **May 15, 2018**, see Section C.4.
- J.1.2** Drawings for *UDC Building 42 ETQL and Labs 215 and 216 Renovations*, dated **May 15, 2018**, see Section C.4.
- J.1.3** Standard Contract Provisions For Use With Specifications for District of Columbia Government Construction Projects, March 2011
- J.1.4** General Decision Number: DC180002 06/15/2018 DC2
- J.1.5** Living Wage Fact Sheet and Living Wage Notice
- J.1.6** Performance Bond

##### **J.2 INCORPORATED ATTACHMENTS**

*Bidders shall complete and include with their bids, the following forms available at [www.udc.edu](http://www.udc.edu). Under Administration Tab, select Capital Procurement and click on "For Official Capital Procurement Related Forms":*

- J.2.1** E.E.O. Compliance Documents
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement

*Bidder's shall contact the Department of Small and Local Business Development for the following package:*

**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** 08/06/18

**Authorized Agent**  
**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number**

Consys, Inc.  
732 Kennedy St, NW Washington, DC 20011  
(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-2018-B-0051  
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**

A handwritten signature in black ink is contained within a rectangular box.

**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.

## **J.2:3**

### **First Source Employment Agreement**



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
FIRST SOURCE EMPLOYMENT AGREEMENT FOR  
CONSTRUCTION PROJECTS ONLY



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION

CONTRACT/SOLICITATION NUMBER: GF-2018-B-0051

DISTRICT CONTRACTING AGENCY: University of the District of Columbia

CONTRACTING OFFICER: Michiko Gadson

TELEPHONE NUMBER: 202-274-5191

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: UDC Bldg 42 ETQL and Labs 215 and 216 Renovations

PROJECT ADDRESS: 4200 Connecticut Avenue, NW

CITY: Washington STATE: DC ZIP CODE: 20008

PROJECT START DATE: Issue of NTP PROJECT END DATE: \_\_\_\_\_

EMPLOYER START DATE: Issue of NTP EMPLOYER END DATE: \_\_\_\_\_

EMPLOYER INFORMATION

EMPLOYER NAME: Consys, Inc.

EMPLOYER ADDRESS: 732 Kennedy St, NW

CITY: Washington STATE: DC ZIP CODE: 20011

TELEPHONE NUMBER: 202-545-1333 FEDERAL IDENTIFICATION NO.: 52-2318636

CONTACT PERSON: Vijay Kasimsetty

TITLE: Vice President

E-MAIL: vijay@consys-inc.net TELEPHONE NUMBER: 202-439-4123

CERTIFIED BUSINESS ENTERPRISES CERTIFICATION NUMBER: LSDZ65762042017

D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: 91519

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(c)(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 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](http://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:

Vijay Kasimsetty

EMPLOYER Senior Official (Print)



EMPLOYER Senior Official (Signature)

Consys, Inc.

Name of Company

732 Kennedy Street, NW

Washington, DC 20011

Address

202-545-1333

Telephone

vijay@consys-inc.net

Email

08/06/18

Date

Signature Department of Employment Services

Date

# BIDDER/OFFEROR CERTIFICATION FORM

## COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offers 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/offers name at the top of each attached page.

## GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offers responsibility, Section II includes additional required certifications, Section III relates to the Buy American Act (if applicable), and Section IV requires the bidder's/offers 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

Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offers business entity. Part 2 requires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offers business. Part 4 concerns the bidder's/offers business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offers financial and organizational status. Part 7 requires the bidder's/offers to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

## PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name: <b>Consys, Inc.</b>		Solicitation #: <b>GF-2018-B-0051</b>	
Address of the Principal Place of Business (street, city, state, zip code) <b>732 Kennedy St, NW Washington, DC 20011</b>		Telephone # and ext.: <b>202-545-1333</b>	Fax #: <b>202-545-1339</b>
Email Address: <b>vijay@consys-inc.net</b>		Website: <b>www.consys-inc.net</b>	
Additional Legal Business Entity Identifiers: If applicable, list any other DDB, 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:
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.)

<input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation: <b>2001</b>
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offers business formed or incorporated in the District of Columbia?

☒ Yes ☐ No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offers 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's/offers is required by law to obtain (other than those provided in Subpart 1.2). If the bidder's/offers 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/Offeror, please describe the affiliation in detail.

1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Offeror 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

*Additional Instructions for Section 1, Parts 2 through 8: Provide an explanation of the issue(s) relevant to the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).*

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?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.3 Been proposed for suspension or debarment?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:<br>(a) Any business-related activity; or<br>(b) Any crime the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Please provide an explanation for each "Yes" in Part 2.

2.7 In the past ten (10) years has the Bidder/Offeror had a contract terminated, in whole or in part, for any reason? If so, describe each such determination in detail.

2.8 In the past ten (10) years has the Bidder/Offeror 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?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A |
| 3.2 Been proposed for suspension or debarment?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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:<br>(a) Any business-related activity; or<br>(b) Any crime the underlying conduct of which was related to truthfulness? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     |
| 3.5 Been disqualified or proposed for disqualification on any government permit or license?   | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A |
| 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.  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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?  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     |

3.8 Been suspended, canceled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.		
<b>PART IV: CERTIFICATES AND LICENSES</b>		
Has the bidder/offeree:		
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A
Please provide an explanation for "Yes" in Subpart 4.1.		
4.2 Please provide a copy of the bidder's/offeree's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.		
<b>PART V: LEGAL PROCEEDINGS</b>		
Within the past five (5) years, has the bidder/offeree:		
5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N/A
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?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.		
5.4 Engaged in litigation with any governmental 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:		
<b>PART VI: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>		
6.1 Within the past five (5) years, has the Bidder/Offeree received any formal unsatisfactory performance assessment(s) from any government entity on any contract?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 Has the Bidder/Offeree 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.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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/offeree initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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/offeree failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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/offeree failed to file/pay and the current status of the tax liability.		
6.5 During the past three (3) years, has the bidder/offeree failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeree 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).		

Revised for DGS Contracts and Procurement 4-25-2016

- 2.1 The signature of the bidder/offeree 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
    - (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/offeree, directly or indirectly, to any other bidder/offeree 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/offeree 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 III: EQUAL OPPORTUNITY OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

**PART IV: 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.

**SECTION III: BUY AMERICAN ACT CERTIFICATION**

*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 I: BUY AMERICAN ACT COMPLIANCE**

1.1 The bidder/offeree certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act") and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

N/A

EXCLUDED END PRODUCTS

N/A

COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION			
<i>Instruction for Section IV: This section must be completed by all bidders/offers.</i>			
I, <b>Vijay Kasimsetty</b> , as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.			
Name (Print and sign): <b>Vijay Kasimsetty</b>		Telephone # <b>202-439-4123</b>	Fax # <b>202-545-1339</b>
Title: <b>Vice President</b>		Email Address: <b>vijay@consys-inc.net</b>	
DUNS Number (If Applicable): <b>102341489</b>			
Date: <b>06/06/18</b>			
<p><i>The District of Columbia is hereby 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></p>			



## **J.2**

### **INCORPORATED ATTACHMENTS**

**J.2.1 E.E.O. Compliance Documents**

**J.2.2 Tax Certification Affidavit**

**J.2.3 First Source Employment Agreement**

#### **Udc.edu**

- Administration
- Finance and Procurement
- Capital Procurement

## **J.2.1**

### **E.E.O. Compliance Documents**



#### 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.<sup>1</sup>

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, OR DISABILITY. 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

<sup>1</sup> 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.



(PUBLISHED AUGUST 15, 1986), SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Vijay Kasimsetty, Vice President

08/06/18

NAME OF AUTHORIZED OFFICIAL AND TITLE

DATE

Consys, Inc.

SIGNATURE OF AUTHORIZED OFFICIAL

FIRM/ORGANIZATION



**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, Vijay Kasimsetty, 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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

GF-2018-B-0051

CONTRACT NUMBER/SOLICITATION NUMBER/BID NUMBER

08/06/18

DATE

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

<b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b> 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    Washington, DC 20001	
<b>Instructions:</b> Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.			
<b>Section A - TYPE OF REPORT</b>			
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 <input checked="" type="checkbox"/> (1) Single-establishment Employer Report		Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report	
1. Total number of reports being filed by this Company. _____			
<b>Section B - COMPANY IDENTIFICATION (To be answered by all employers) OFFICIAL.</b>			<b>OFFICIAL USE ONLY</b>
1. Name of Company which owns or controls the establishment for which this report is filed Consys, Inc.			a.
Address (Number and street) 732 Kennedy St, NW		City or Town Washington	Country USA
		State DC	Zip Code 20011
b. Employer Identification No.		5 2 2 3 1 8 6 3 6	
2. Establishment for which this report is filed. 732 Kennedy St, NW    Washington, DC 20011			<b>OFFICIAL USE ONLY</b>
a. Name of establishment Same as above			c.
Address (Number and street)		City or Town	Country    State    Zip Code
b. Employer Identification No.			
3. Parent of affiliated Company N/A			
a. Name of parent or affiliated Company		b. Employer Identification No.	
Address (Number and street)		City or Town	Country    State    Zip Code
<b>Section C - ESTABLISHMENT INFORMATION</b>			
1. Is the location of the establishment the same as that reported last year? Yes    No <input checked="" type="checkbox"/> Did not report last year		2. Is the major business activity at this establishment the same as that reported last year? Yes    No <input checked="" type="checkbox"/> Reported on combined basis	
basis		basis	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.) General Contractors			c.
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members) Yes    No <input checked="" type="checkbox"/>			

# 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		03	02	03			
Total employ reported in previous report	11	06	03	03		03	02	03			

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

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

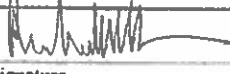
1. How was information as to race or ethnic group in Section D obtained?  
 a. Visual Survey  
 b. ☒ Employment Record  
 c. Other Specify \_\_\_\_\_

2. Dates of payroll period used  
 3. Pay period of last report submitted for this establishment July 13, 2018

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

Vijay Kasimsetty	Vice President		08/06/18
Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print) Vijay Kasimsetty, VP	Address (Number and street) 732 Kennedy St, NW Washington, DC 20011	202-545-1333	
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT  
CONTRACT COMPLIANCE DIVISION


SUBCONTRACT SUMMARY FORM

BID NO. _____		CCB NUMBER _____	
*NOTE: The standard for minority subcontracting is 25% of the TOTAL CONTRACT COST amount to be subcontracted.		AMOUNT OF PRIME CONTRACT \$ _____ AMOUNT OF ALL SUBCONTRACTS \$ _____ % OF THE PRIME CONTRACT _____	
NAME OF PRIME CONTRACTOR <b>Consys, Inc.</b>		ADDRESS <b>732 Kennedy St, NW</b>	
TELEPHONE NO <b>202-545-1333</b>		CITY <b>Washington, DC 20011</b>	
PROJECT NAME <b>UDC Bidg 42 ETQL &amp; Labs 215/216 Renov</b>		PROJECT DESCRIPTIONS _____	
ADDRESS <b>4200 Connecticut, Ave NW WDC 20008</b>		WARD NO _____	
SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT			
1. NAME OF SUBCONTRACTOR	2. IS THIS A "MINORITY SUB?"	3. AMOUNT OF SUBCONTRACT	
2. ADDRESS	YES _____ NO _____	equals \$ _____	
3. CONTACT PERSON	4. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	5. % (percent) OF TOTAL PRIME CONTRACT.	
4. MISC CERT. NO.	5. PHONE NO.	6. _____	
1. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
2. _____	YES _____ NO _____	equals \$ _____	
3. _____	2. _____	2. _____ %	
4. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
5. _____	YES _____ NO _____	equals \$ _____	
6. _____	2. _____	2. _____ %	
7. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
8. _____	YES _____ NO _____	equals \$ _____	
9. _____	2. _____	2. _____ %	
10. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
11. _____	YES _____ NO _____	equals \$ _____	
12. _____	2. _____	2. _____ %	
13. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
14. _____	YES _____ NO _____	equals \$ _____	
15. _____	2. _____	2. _____ %	
16. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
17. _____	YES _____ NO _____	equals \$ _____	
18. _____	2. _____	2. _____ %	
19. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
20. _____	YES _____ NO _____	equals \$ _____	
21. _____	2. _____	2. _____ %	
22. _____	1. MINORITY SUBCONTRACTOR	1. \$ _____	
23. _____	YES _____ NO _____	equals \$ _____	
24. _____	2. _____	2. _____ %	
TOTAL DOLLAR AMOUNT SUBCONTRACTED TO "MINORITY BUSINESS ENTERPRISES. \$ _____		PERCENT OF PRIME CONTRACT. _____ %	



SOLICITATION NO: GF-2018-B-0051

**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 & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL: Vijay Kasimsetty				TITLE: Vice President			SIGNATURE: 		
FIRM NAME: Consys, Inc.					TELEPHONE NO: 202-545-1333		DATE: 08/06/18		
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION" _____ Yes <u>  X  </u> No									
NAME:									
ADDRESS:									
TYPE OF ACCOUNT/S:									

**PART IV**

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER  
STATEMENTS OF BIDDERS**

- K.1 Certification of Eligibility
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction
- K.3 Payment to Subcontractor and Suppliers Certification
- K.4 Subcontracting Plan
- K.5 Bid Bond – ***NOTE BID BOND MUST BE EXECUTED AND SUBMITTED ALONG WITH BID, OTHERWISE YOUR BID WILL NOT BE CONSIDERED.***
- K.6 Certification of Independent Price Determination
- K.7 Employment Agreement
- K.8 Certification under “Buy American Act” (applicable to purchase of material and equipment)
- K.9 Certification as to Type of Business Organization
- K.10 Bidder/Offeror Certification Form

***NOTE: ALL OF THE DOCUMENTS ABOVE, MUST BE FILLED OUT COMPLETELY, SIGNED, AND SUBMITTED ALONG WITH YOUR BID.***

## K.1

**CERTIFICATION OF ELIGIBILITY**

Vijay Kasimsetty, being duly sworn (or  
(President or Authorized Official of Bidder)

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, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University 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 whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Consys, Inc.

Contractor

08/06/18

Date

President or Authorized Official

Vice President

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 of \_\_\_\_\_

At District of Columbia  
City and State

[Signature]  
Notary Seal

July 31, 2021  
Notary Public



## K.2

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

Vijay Kasimsetty

, being duly sworn (or

(President or Authorized Official of Bidder)

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, University or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, University 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 whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Consys, Inc.

Contractor

08/06/18

Date

President or Authorized Official

Vice President

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).

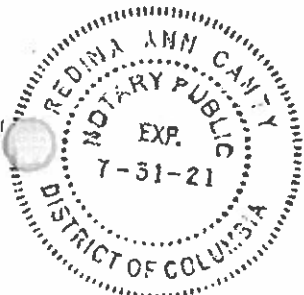
Subscribed and sworn before me this day

At District of Columbia

City and State

Notary Seal

Notary Public



## K.3

**PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE**

The Contractor, prior to receiving a progress payment, shall submit to the CA, certification that the Contractor has made and will make timely payments to his/her subcontractor and suppliers per his/her contractual arrangements with them.


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.

Mary Ann Harris  
Chief Contracting Officer  
University of the District of Columbia  
4200 Connecticut Avenue, NW  
Washington, DC 20008  
Phone: (202) 274-5752

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers per my contractual arrangements with them.

<u>08/06/18</u> Date	<u>Consys, Inc.</u> Contractor/Company Name  Signature of Official Vice President Title
-------------------------	--



## 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: 732 Kennedy Street, NW Washington DC 20011

all that applies, Company is:

- ☒ a SBE ☒ a CBE ☒ CBE Certification Number: LSDZX74025032021  
☐ 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: VP

Contact # (202) 439-4123

Email address: vijay@consys-inc.net

Street Address: 732 Kennedy Street, NW Washington DC 20011

### GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ Agency Contract or ☐ Private Project) INFORMATION:

#### AGENCY SOLICITATION

Solicitation Number GF-2018-B-0051

Solicitation Due Date: 08/30/2018

Agency : University of the District of Columbia

Total Dollar Amount of Contract: \$ 987,786.00

*\*Design-Build must include total contract amount for both design and build phase of project.*

35% of Total Dollar Amount of Contract: \$345,725.10

Total Amount of All SBE/CBE subcontracts: \$183,234.00  
(include every lower tier)

#### 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 Total Development Project Budget: \$ \_\_\_\_\_

Total Amount of All SBE/CBE subcontracts: \$ \_\_\_\_\_  
(include every lower tier)

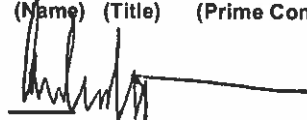
**SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):**

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <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 <b>including total design and build costs</b>) 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 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
DOMINION ELECTRIC	22 Kstreet, NE Washington, DC 20002	<u>1st</u>	Eletrical Gear Supplier
Period of subcontract: 60 days from NTP  Price to be paid to the SBE/CBE Subcontractor: \$23,000.00  <i>✓all that applies, Subcontractor is:</i> <input type="checkbox"/> a SBE <input checked="" type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: LZ87972052021 <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact  Name: Gerald Jackson  Title: Representative  Telephone Number: (202) 789-0500  Email Address: gjacks@descowashington.com

<b>SBE/ CBE SUBCONTRACTOR INFORMATION:</b> <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 <b>including total design and build costs</b>) 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 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
United General Contractors	1232 4th Street, NW Washington, DC 20002	<u>1st</u>	Equipment
Period of subcontract: 60 days from NTP  Price to be paid to the SBE/CBE Subcontractor: \$160,234.00  <i>✓all that applies, Subcontractor is:</i> <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input checked="" type="checkbox"/> CBE Certification #LSDZR38610082019 <input checked="" type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact  Name: Nathaniel lewis  Title: Owner  Telephone Number: (202) 526-2101  Email Address: natelewis@unitedgc.net

I Vijay R. Kasimsetty, VP of CONSYS, Inc.  
(Name) (Title) (Prime Contractor/ Developer)

swear or affirm the above is true and accurate

  
(Signature)

08/30/2018  
(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: \$ _____ <i>(include every tier)</i>  (✓ if applies) <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____  <input type="checkbox"/> 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: \$ _____ <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>  <input type="checkbox"/> 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

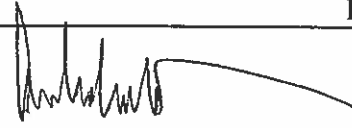

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## K.5

## GOVERNMENT OF THE DISTRICT OF COLUMBIA


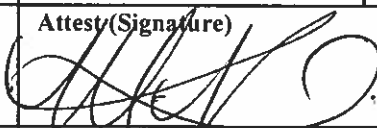
<b>BID BOND</b> (See Instructions on 2 <sup>nd</sup> page)		<b>Date Bond Executed:</b> July 31, 2018 (Must Not be Later Than Bid Opening Date)			
<b>PRINCIPAL (Legal Name and Address)</b> Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011		<b>TYPE OF ORGANIZATION ("X")</b>			
		<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION			
		<b>STATE OF INCORPORATION</b> DC			
		<b>PENAL SUM OF BOND</b> Five Percent of Bid			
<b>SURETY(IES) (Name(s) and Address(es))</b>  Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		<b>AMOUNT NOT TO EXCEED</b>		<b>5% OF BID</b> X	
		<b>MILLION(S)</b>	<b>THOUSAND(S)</b>		<b>HUNDRED(S)</b>
		<b>BID IDENTIFICATION</b>			
		<b>BID OPENING DATE</b> July 31, 2018		<b>INVITATION NO.</b> GF-2018-B-0051	
<p>KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the University Government, a municipal corporation, hereinafter called "the University", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance &amp; 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 University the difference between the amount specified in said bid and the amount for which the University 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 University, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.</p> <p>IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.</p>					
<b>PRINCIPAL</b>					
<b>1. SIGNATURE</b>  Seal 		<b>1. ATTEST</b>  		<b>Corporate Seal</b>	
<b>Name &amp; Title (typed)</b> VIJAY R. KASIMSETTY, V.P.		<b>Name &amp; Title (typed)</b> RAJ SHUKLA SECRETARY			
<b>2. SIGNATURE</b>  Seal		<b>2. ATTEST</b>		<b>Corporate Seal</b>	
<b>Name &amp; Title (typed)</b>		<b>Name &amp; Title (typed)</b>			

## CERTIFICATE AS TO CORPORATION

I, RAJ SHUKLA, certify that I am CORPORATE  
 Secretary of the Corporation, named as Principal herein, that VIJAY 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.

  
 Secretary of Corporation

## SURETY(IES)

1. Name & Address (typed) Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	State of Inc.  NH	Liability Limit \$136,648,000	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) Mai-Ling Rodriguez, Assistant 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.
2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY  
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

**Thomas A. Whipple, Douglas J. Dixon, Laura E. Scholze, Courtney W. Judge and/or Brian S. McCoog**

of Timonium, MD and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

**Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance**

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 14th day of November 2011.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

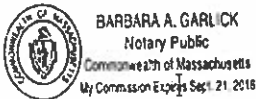


*Robert Thomas*  
Robert Thomas, Vice President

*Mark Fitzgerald*  
Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

On this 14th day of November 2011 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



BARBARA A. GARLICK  
Notary Public

Commonwealth of Massachusetts  
My Commission Expires Sept. 21, 2018

*Barbara A. Garlick*

Barbara A. Garlick, Notary Public  
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 31 day of July 2018.

THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA

*Glen Margosian*  
Glen Margosian, Vice President

**K.6****CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a Bid, or
    - (iii) the methods or factors used to calculate the prices in the Bid;
  - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
  - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory;
- (a) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
    - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:  

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 organization);
    - (ii) As an authorized agent, does certify that the principals named in subsection B (2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
    - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- C. If the Bidder deletes or modifies subparagraph A(b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7

**EMPLOYMENT AGREEMENT**

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

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

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

08/06/18

Date



Authorized Signature

**K.8**

**BUY AMERICAN CERTIFICATION**

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

N/A

---

EXCLUDED END PRODUCTS

N/A

---

COUNTRY OF ORIGIN

K.9

**TYPE OF BUSINESS ORGANIZATION**

The Bidder, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of District of Columbia  
an individual,  
a partnership,  
a nonprofit organization, or  
a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

an individual,  
a joint venture, or  
a corporation registered for business in USA  
(Country)



## DEPT. OF SMALL & LOCAL BUSINESS DEVELOPMENT

441 4th Street NW, Suite 850N  
Washington, DC 20001  
202.727.3900 | 202.724.3786 fax  
<http://dslbd.dc.gov>

March 5, 2018

Vijay R Kasimsetty  
Consys, Inc.  
732 KENNEDY STREET NW  
WASHINGTON, DC 20011  
Re: LSDZX74025032021

Dear Kasimsetty:

The District of Columbia Department of Small and Local Business Development (DSLBD) on 3/5/2018, approved your application for Recertification and registered your business in the Certified Business Enterprise (CBE) Program as established by the Small and Certified Business Enterprise Development and Assistance Act of 2005 (D.C. Law 20-0108; 52 DCR 7503), as amended.

Please view your business profile on our website, <http://dslbd.dc.gov>. To view the profile, click, "*Business Opportunities*", "*Find Certified Companies*" and "*Search for a certified company*". In the *CBE Certified Contractors* page, you will be able to enter the first word of your business name using the "*Business Name*" field and click "*Search*" to locate your business. Click on the link for your business name to view your profile. The profile outlines your approved certification categories and NIGP codes. As of May 1, 2010, DSLBD sends paperless approval notices. This is the only notice you will receive.

**PLEASE BE ADVISED, D.C. LAW 20-0108 MANDATES THE FOLLOWING REQUIREMENTS FOR CERTIFIED BUSINESSES:**

- This certification, pursuant to D.C. Law 20-0234, will expire three (3) years from the date of approval.
- Your application for re-certification should be submitted ninety (90) days prior to your expiration date. All certified businesses must comply with all provisions of D.C. Law 20-0108.
- Pursuant to D.C. Law 20-0108, DSLBD may revoke or suspend the certificate of registration of a business enterprise that is engaged in fraud or deceit in obtaining registration; furnished substantially inaccurate or incomplete ownership or financial



information; acted in gross negligence, incompetence, financial irresponsibility or misconduct in the practice or trade or profession.

- If there are any changes to your business that may affect your eligibility in the CBE program (e.g. change or address or ownership change), you must notify DSLBD within thirty (30) days of the date of the change. Notification of any changes can be sent to [cbe.info@dc.gov](mailto:cbe.info@dc.gov).

CERTIFICATION NUMBER: LSDZX74025032021

DATE OF APPROVAL: 3/5/2018

DATE OF EXPIRATION: 3/5/2021

If you have any questions, please do not hesitate to contact the certification division on 202-727-3900 or at [cbe.info@dc.gov](mailto:cbe.info@dc.gov).

Kristi C. Whitfield

Director

DC Department of Small and Local Business Development

441 4<sup>th</sup> Street, NW, Suite 850N, Washington, DC 20001

Phone: 202-727-3900

Email: [Kristi.Whitfield@dc.gov](mailto:Kristi.Whitfield@dc.gov)

Web: <http://dslbd.dc.gov>

- L.16.2.3 United States government securities** that are assigned to the District which pledge the full faith and credit of the United States.

**L.17 ACCEPTANCE PERIOD:**

The bidder agrees that its bid remains valid for a period of 90 calendar days from the opening date/time of the bid opening. However, if for administrative reasons, the University is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the bid bond for an additional sixty (60) days.

**L.18 LEGAL STATUS OF BIDDER:**

- L.18.1** Each bid must provide the following information:
- L.18.2** Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Bidder;
- L.18.3** District license, registration or certification, if required by law to obtain such license, registration or certification. 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, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements;
- L.18.4** If the Bidder is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and
- L.18.5** The University reserves the right to request additional information regarding the Bidder's organizational status.

**L.19 LOCAL OPERATING FACILITIES:**

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

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LOCAL ADDRESS

---

LOCAL TELEPHONE NUMBER/FAX

---

CELLULAR NUMBER

---

EMERGENCY NUMBER

---

EMERGENCY CONTACT PERSON

**L.20 TECHNICAL INFORMATION:**

For technical information concerning this solicitation, please contact:

Alan Walsh  
Project Manager  
Capital Construction Division



### SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE 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 <b>including total design and build costs</b> ) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
DOMINION ELECTRIC	22 Kstreet, NE Washington, DC 20002	1 <sup>st</sup>	Eletrical Gear Supplier
Period of subcontract: 60 days from NTP  Price to be paid to the SBE/CBE Subcontractor: \$33,075.00  ✓all that applies, Subcontractor is: <input type="checkbox"/> a SBE <input checked="" type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #:LZ87972052021 <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact  Name: Gerald Jackson  Title: Representative  Telephone Number:(202) 789-0500  Email Address:gjacks@descowashington.com

SBE/ CBE 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 <b>including total design and build costs</b> ) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
United General Contractors	1232 4th Street, NW Washington, DC 20002	1 <sup>st</sup>	Equipment
Period of subcontract: 60 days from NTP  Price to be paid to the SBE/CBE Subcontractor: \$183,700.75  ✓all that applies, Subcontractor is: <input checked="" type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input checked="" type="checkbox"/> CBE Certification #LSDZR38610082019 <input checked="" type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)			SBE/ CBE Point of Contact  Name: Nathaniel lewis  Title: Owner  Telephone Number:(202) 526-2101  Email Address:natelewis@unitedgc.net

I Vijay R. Kasimsetty, VP of CONSYS, Inc.,  
(Name) (Title) (Prime Contractor/ Developer)

swear or affirm the above is true and accurate

Vijay R. Kasimsetty  
(Signature)

Digitally signed by Vijay R. Kasimsetty  
DN: cn=Vijay R. Kasimsetty,  
o=CONSYS, Inc., ou,  
email=vijay@consys-inc.com, c=US  
Date: 2018.10.11 09:22:14 -0400



## 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: 732 Kennedy Street, NW Washington DC 20011

✓ all that applies, Company is:

- ☒ a SBE ☒ a CBE ☒ CBE Certification Number: LSDZX74025032021  
☐ 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: VP

Contact # (202) 439-4123

Email address: vijay@consys-inc.net

Street Address: 732 Kennedy Street, NW Washington DC 20011

**GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ Agency Contract or ☐ Private Project) INFORMATION:**

**AGENCY SOLICITATION**

Solicitation Number GF-2018-B-0051

Solicitation Due Date: 08/30/2018

Agency : University of the District of Columbia

Total Dollar Amount of Contract: \$ 1,317,786.00

\*Design-Build must include total contract amount for both design and build phase of project.

35% of Total Dollar Amount of Contract: \$461,225.10

Total Amount of All SBE/CBE subcontracts: \$216,775.75  
(include every lower tier)

**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 Total Development Project Budget: \$ \_\_\_\_\_

Total Amount of All SBE/CBE subcontracts: \$ \_\_\_\_\_  
(include every lower tier)



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: <u>Office of Strategic Sourcing &amp; Procurement</u> Prime Contractor: <u>CONSYS, Inc</u> Contract Number: <u>GE-2019-C-0051</u> Date SBE Subcontracting Plan Accepted: <u>11/24/19</u> Date agency contract signed: _____	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____
Anticipated Start Date of Contract: <u>MAY 22, 2019</u> Anticipated End Date of Contract: <u>APR 16, 2020</u>	Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____
Total Dollar Amount of Contract: \$ <u>4,317,786.00</u>	Project Name: _____ Project Address: _____
*Design-Build must include total contract amount for both design and build phase of project.	Total Development Project Budget: \$ _____ (include pre-construction and construction costs)
35% of Total Contract Amount: \$ <u>1,511,225.10</u>	35% of Total Development Project Budget: \$ _____
Total Amount of All SBE/CBE subcontracts: \$ <u>216,725.75</u> (include every tier)	Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier)
(✓ if applies) <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____  <input type="checkbox"/> 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.	<input type="checkbox"/> 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](mailto: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](mailto:Compliance.Enforcement@dc.gov) within five (5) days of signing the contract between the Beneficiary and Agency.

Mary Ann Harris  
Name of Agency Contracting Officer or Agency Project Manager

Director + CCO  
Title of Agency Contracting Officer or Agency Project Manager

Mary Ann Harris 5/1/2019  
Signature Date