



**University of District of Columbia**  
www.udc.edu

Date: 05/01/19

**PURCHASE ORDER NO. P0010871**

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 Construction Services for the "Backus Phase IV, CAUSES Kitchen Renovation", project. The scope of work and independent government estimate is attached. GF-2018-C-0005  9092400 Contractual Services -GC	1.00 EA	274,466.0000	1,274,466.00

BUYER: Michiko D. Gadson

PO Total \$1,274,466.00

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

*Maya Sain* 5/1/2019  
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-0005
		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 bid price in the amount of one million two hundred seventy-four thousand four hundred sixty-six dollars and zero cents (\$1,274,466.00) enters into this firm fixed price contract with Consys, Inc., for the Bertie Backus Campus "CAUSES" Kitchen Renovation.  The District 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 bid, 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 One hundred and fifty (150) 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 02/09/2018 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-0037 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.


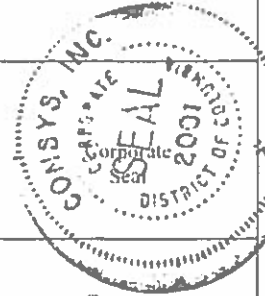
AWARD (The Contractor is not required to sign this document). Your bid on this solicitation is hereby accepted.

By

 5/1/2019



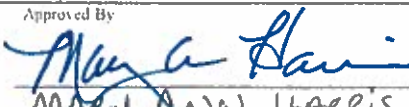
Mary Ann Harris  
Chief Contracting Officer  
Office of Strategic Sourcing and Procurement

Bond No. 1031696

<b>PAYMENT BOND (CONSTRUCTION)</b> <small>(See Instructions on Reverse)</small>		Date Bond Executed (Must be same or later than date of Contract)  5/22/18									
<b>PRINCIPAL</b> (Legal Name and Address) Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011		<b>TYPE OF ORGANIZATION ("s")</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)</b> (Name(s) and Address(es)) Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		<b>PENAL SUM OF BOND</b> <table border="1"> <thead> <tr> <th>MILLION(S)</th> <th>THOUSAND(S)</th> <th>HUNDRED(S)</th> <th>CENTS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>274</td> <td>466</td> <td>0</td> </tr> </tbody> </table>		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	1	274	466	0
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS								
1	274	466	0								
		<b>CONTRACT DATE</b>	<b>CONTRACT NUMBER</b> GF-2018-B-0005								
<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, "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 promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void, otherwise to remain in full force and virtue.</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. <b>Vijay R. Kasimsetty</b> <small>Digitally signed by Vijay R. Kasimsetty            DN: cn=Vijay R. Kasimsetty, o=CONSYS, Inc.,            ou=us-east-vijaykasimsetty-inc.net.crlf, c=US,            Date: 2018.05.23 11:24:58 -0400</small> (Seal)		1. Attest 									
Name & Title (typed) <b>VIJAY R. KASIMSETTY / VP</b>		Name & Title (typed) <b>Resina Carty, Office Manager</b>									
2. Signature (Seal)		2. Attest									
Name & Title (typed)		 Corporate Seal									

Form No. DC 2-10-13

S-1031696-1031696

SURETY (IES)			
1. Name & Address (typed) Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		State of Inc. NH	Liability Limit \$1,274,466.00
Signature of Attorney-in-Fact 		Attest (Signature) 	
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 \$13,717.00	Name & Address of Agency or Agent Receiving Commission DELMARVA SURETY 303 International Circle, Suite 160, Hunt Valley, MD 21030	
Approved By  5/1/2019 MARY ANN, HARRIS CHIEF CONTRACTING OFFICER			
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-Authority 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*  
Robert Thomas, Vice President

*Mary Fitzgerald*  
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*

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 22 day of May 2018.

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

*Glorin Margosian*  
Glorin Margosian, Vice President

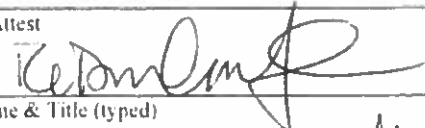
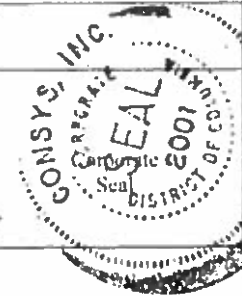
<b>PERFORMANCE BOND (CONSTRUCTION)</b> (See Instructions on Reverse)		Date Bond Executed (Must be same or later than date of Contract)  5/22/18	
<b>PRINCIPAL</b> (Legal Name and Address) Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011		<b>TYPE OF ORGANIZATION ("X")</b> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> <input type="checkbox"/> JOINT VENTURE <input checked="" type="checkbox"/> CORPORATION	
		STATE OF INCORPORATION DC	
		<b>PENAL SUM OF BOND</b>	
<b>SURETY (IES)</b> (Name(s) and Address(es)) Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		MILLION(S) 1	THOUSAND(S) 274
		HUNDRED(S) 466	CENTS 0
		CONTRACT DATE CONTRACT NUMBER GF-2018-B-0005	

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, "jointly" and "severally"; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.


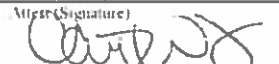

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above:

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

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

<b>PRINCIPAL</b>					
1. Signature <b>Vijay R. Kasimsetty</b> <small>Digitally signed by Vijay R. Kasimsetty          DN: cn=Vijay R. Kasimsetty,          o=CONSYS, INC., ou=, email=vijay@consysinc.com, c=US          Date: 2018.05.23 11:23:33 -0400</small>		1. Attest  Name & Title (typed) <b>REDINA CANTY, Office Manager</b>			
Name & Title (typed) <b>VIJAY R. KASIMSETTY / VP</b>		 Corporate Seal			
2. Signature (Seal)				2. Attest	
Name & Title (typed)					



SURETY (IES)			
1. Name & Address (typed) Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		State of Inc NH	Liability Limit \$1,274,466.00
Signature of Attorney-in-Fact 		Attest (Signature) 	
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 \$13,717.00	Name & Address of Agency or Agent Receiving Commission DELMARVA SURETY 303 International Circle, Suite 160, Hunt Valley, MD 21030	
Approved By  5/1/2019 MARY ANN HARRIS CHIEF CONTRACTING OFFICER			
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>			



## 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: LS0Z65762042018

☐ 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-0005

Solicitation Due Date: 01/09/2018

Agency : University of the District of Columbia

Total Dollar Amount of Contract: **\$ 1,274,466.00**

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

35% of Total Dollar Amount of Contract: **\$446,063.00**

Total Amount of All SBE/CBE subcontracts: **\$220,160.00**  
(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):

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 including total design and build costs) 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
Rodgers Brothers	2230 Lawrence Avenue NE, Washington DC 20018	1 <sup>st</sup>	Demolition and Hauling Services
Period of subcontract: <u>150 days from NTP</u>  Price to be paid to the SBE/CBE Subcontractor: \$47,000.00  ✓all that applies, Subcontractor is: <input checked="" type="checkbox"/> a SBE <input checked="" type="checkbox"/> a CBE <input checked="" type="checkbox"/> CBE Certification #:LSZX30831112018 <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: George Rodgers  Title: <u>Owner</u>  Telephone Number: (202) 526-0274  Email Address: georgerodgersjr@aol.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 including total design and build costs) 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>	Interiro Framing, Doors and Windows
Period of subcontract: <u>150 days from NTP</u>  Price to be paid to the SBE/CBE Subcontractor: \$173,160.00  ✓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.net, c=US  
 Date: 2018.05.23 11:53:43 -0400

05/23/2018  
 (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: <u>UOC - OFFICE OF STRATEGIC SOURCING + PROCUREMENT</u>	Agency Providing Subsidy: _____
Prime Contractor: <u>CONSUS, INC</u>	District Subsidy: _____
Contract Number: <u>6E-2018-C2005</u>	Developer: _____
Date SBE Subcontracting Plan Accepted: _____	Amount of District Subsidy: _____
Date agency contract signed: _____	Date District Subsidy Provided/ contract signed: _____
Anticipated Start Date of Contract: <u>MAY 27, 2019</u>	Anticipated Start Date of Project: _____
Anticipated End Date of Contract: <u>OCTOBER 24, 2019</u>	Anticipated End Date of Project: _____
Total Dollar Amount of Contract: <u>\$ 1,274,466.00</u>	Project Name: _____
*Design-Build must include total contract amount for both design and build phase of project.	Project Address: _____
35% of Total Contract Amount: <u>\$ 446,063.00</u>	Total Development Project Budget: \$ _____ (include pre-construction and construction costs)
Total Amount of All SBE/CBE subcontracts: <u>\$ 220,166.00</u> (include every tier)	35% of Total Development Project Budget: \$ _____
(✓ 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: _____	Total Amount of All SBE/CBE subcontracts: \$ _____ (include every lower tier)
<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

Chief Contracting Officer/Director

Title of Agency Contracting Officer or Agency Project Manager

Mary Ann Harris  
Signature

\_\_\_\_\_  
Date



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER</b> Olson, Inc. PO Box 187 882 Annapolis Road Gambrills MD 21054	<b>CONTACT NAME:</b> Eric C Olson <b>PHONE (A/C No. Ext.):</b> (410) 923-7100 <b>FAX (A/C No.):</b> (410) 923-7199 <b>E-MAIL ADDRESS:</b> eric@insurewitholson.com <b>PRODUCER CUSTOMER ID:</b> 525														
<b>INSURED</b> Consys, Inc. 732 Kennedy Street, SW Washington DC 20011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Harleysville Worcester Insurance Company</td> <td>26182</td> </tr> <tr> <td><b>INSURER B:</b> The Hartford</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Harleysville Worcester Insurance Company	26182	<b>INSURER B:</b> The Hartford		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contract No. GF-2018-B-0005, Bertle Backus CAUSES Kitchen Renovation

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> DEDUCTIBLES <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> RENTAL VALUE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input checked="" type="checkbox"/> Special	TYPE OF POLICY <b>Builders Risk</b> POLICY NUMBER <b>MPA00000075576D</b>	05/31/2018	05/31/2019	<input checked="" type="checkbox"/> Rep. Cost <input checked="" type="checkbox"/> Ded	\$ 1,274,486 \$ 2,500 \$ \$
B	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY	30TP0273983-18	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> Limit <input checked="" type="checkbox"/> Ded	\$ 3,000,000 \$ 25,000 \$ \$
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$ \$ \$ \$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

University of the District of Columbia  
 Office of Contracting and Procurement  
 4200 Connecticut Ave NW  
 Washington, DC 20008

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



<LR>

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Olson, Inc. 882 Annapolis Road P.O. Box # 187 Gambrills, MD. 21054-0187	<b>CONTACT NAME:</b> Eric C. Olson <b>PHONE (A/C No. Ext.):</b> 410-923-7100 <b>FAX (A/C No.):</b> 410-923-7199 <b>E-MAIL ADDRESS:</b> Eric@insurewitholson.com														
<b>INSURED</b> Consys, Inc. 732 Kennedy Street N.W. Washington DC 20011	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Harleysville Mutual Insurance Company</td> <td>26182</td> </tr> <tr> <td><b>INSURER B:</b> Crum &amp; Forster</td> <td></td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Harleysville Mutual Insurance Company	26182	<b>INSURER B:</b> Crum & Forster		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	X	MPA00000075576D	10/04/2017	10/04/2018	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 100,000
							\$ 5,000
							\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$ 2,000,000
							\$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA00000052452D	10/04/2017	10/04/2018	COMBINED SINGLE LIMIT (Per accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X	CMB64793D-Follows Form	10/04/2017	10/04/2018	EACH OCCURRENCE
	<input checked="" type="checkbox"/> EXCESS LIAB						\$ 8,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$ 8,000,000
	<input checked="" type="checkbox"/> RETENTION \$0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	WC00000064792D	10/04/2017	10/04/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 1,000,000
	<input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 1,000,000
							\$ 1,000,000
B	Environmental Liability			CPL104532	05/31/2018	05/31/2019	\$1,000,000 OCC
							\$1,000,000 AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract No. GF-2018-B-0005, Bertie Backus CAUSES Kitchen Renovation

<b>CERTIFICATE HOLDER</b> University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Ave NW Washington, DC 20008	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <span style="float: right;">&lt;LR&gt;</span>
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## BID DOCUMENT

INVITATION NO. GF-2018-B-0005

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

**PROJECT:** Bertie Backus Campus, CAUSES Kitchen Renovation


**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


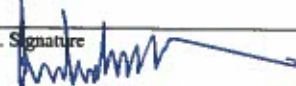



**COPY**

 <b>SOLICITATION, OFFER AND AWARD</b>		<b>1. Solicitation No.:</b> GF-2018-B-0005		<b>2. Type:</b> <input checked="" type="checkbox"/> <u>Sealed Bid (IFB)</u> <input type="checkbox"/> <u>Negotiated (RFP)</u>		<b>3. Date Issued:</b> November 6, 2017		<b>Page 1 of 102</b>																																														
<b>4. Contract Number</b>				<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 Capital Procurements Division 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008				<b>8. Address Offer To:</b> University of the District of Columbia Capital Procurements Division 4200 Connecticut Avenue, NW Building 39, Room 200C Washington, DC 20008																																																		
<b>9.</b> For information contact:		<b>A. Name:</b> <u>Michiko Gadson</u>		<b>B. Telephone (No collect calls)</b> (Area Code) <u>202</u> (Number) <u>274-5191</u> (Ext)			<b>C. E-mail Address</b> <u>mgadson@udc.edu</u>																																															
<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 <u>2</u> 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, Thursday, December 14, 2017.</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>6-11</td> </tr> <tr> <td>Packaging and Markings</td> <td>D</td> <td>12</td> </tr> <tr> <td>Inspection and Acceptance</td> <td>E</td> <td>13</td> </tr> <tr> <td>Deliveries and Performances</td> <td>F</td> <td>14</td> </tr> <tr> <td>Contract Administration Data</td> <td>G</td> <td>15-51</td> </tr> <tr> <td>Special Contract Requirements</td> <td>H</td> <td>52-59</td> </tr> <tr> <td>Contract Clauses</td> <td>I</td> <td>60-76</td> </tr> <tr> <td>List of Attachments</td> <td>J</td> <td>77</td> </tr> <tr> <td>Representations, Certifications and Other Statements of Bidders</td> <td>K</td> <td>78-89</td> </tr> <tr> <td>Instructions, Conditions and other Notices to Bidders</td> <td>L</td> <td>90-97</td> </tr> <tr> <td>Evaluation Factors for Award</td> <td>M</td> <td>98-102</td> </tr> <tr> <td colspan="3"> <b>The Standard Contract Provisions for Use with Specifications for University Government Construction Projects, dated January 2007</b> </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	6-11	Packaging and Markings	D	12	Inspection and Acceptance	E	13	Deliveries and Performances	F	14	Contract Administration Data	G	15-51	Special Contract Requirements	H	52-59	Contract Clauses	I	60-76	List of Attachments	J	77	Representations, Certifications and Other Statements of Bidders	K	78-89	Instructions, Conditions and other Notices to Bidders	L	90-97	Evaluation Factors for Award	M	98-102	<b>The Standard Contract Provisions for Use with Specifications for University Government Construction Projects, dated January 2007</b>		
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<b>12. The Contractor shall begin performance and complete all the work within <u>150</u> 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

<b>OFFER ( Must be fully completed by offeror)</b>									
15. Name, Company Name and Address of Offeror (with zip code) Consys, Inc. 732 Kennedy St, 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	5	6	7		
Date	11-8-17	11-17-17	11-22-17	12-13-17	12/18/17	1-3-18	1-5-18		
22. Name and Title of person authorized to sign offer (Type or Print) Vijay Kasimsetty, Vice President					22A. Signature 			22B. Offer \$1,198,786.00	
<b>AWARD (To be completed by the University)</b>									
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)				
<b>CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE</b>									
27. <input type="checkbox"/> 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. <input type="checkbox"/> 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, Contracting Officer				
29A. Signature 		29B. Date 11/11/2018			30A. Signature 		30B. Date 5/1/2019		

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

- B.1** The University of the District of Columbia, Capital Procurement Division is seeking a Contractor to provide all labor, materials, equipment and supervision for Bertie Backus Campus, CAUSES Kitchen Renovation located at 5171 South Dakota Avenue, NE, Washington, DC 20017 in accordance with the University's Specifications and Drawings titled "Bertie Backus Campus, CAUSES KITCHEN".

**B.2** **Designation of Solicitation for the Certified Business Enterprise Set-Aside Market Only**

This Invitation for Bids is designated for Certified Business Enterprise (CBE) bidders only under the provisions of the "Small, Local, and Disadvantaged Business Enterprise and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act).

A CBE must be certified in the procurement category of Building Construction (General Including Maintenance and Repair Services) in order to be eligible to submit a bid in response to this solicitation.

**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 - \$1,300,000.00.

- 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	Bertie Backus Campus CAUSES Kitchen, as shown in the Drawings, Specifications and Scope of Work as described in Section C of this solicitation package.	\$ <u>1,198,786.00</u>

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

One Million One Hundred Ninety Eight Thousand Seven Hundred Eighty Six and 00/100 Dollars


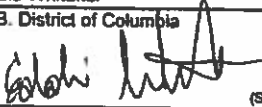
**B.6 PRICE BREAKDOWN FORM**

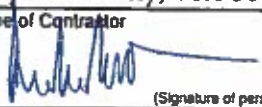
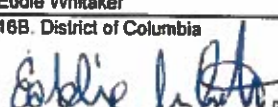
The bidder must complete this breakdown of prices and submit it with its bid. In case of any discrepancy in the total bid price entered here and the lump sum price in B.5 shall govern.

\* 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.


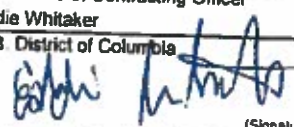
DIVISION NO.	DESCRIPTION	TOTAL PRICE BREAKDOWN
Div. 01	General Requirements	\$ 234,831.00
Div. 02	Existing Conditions	\$ 50,100.00
Div. 03	Concrete	\$ 30,304.00
Div. 04	Masonry	\$ 0.00
Div. 05	Metals	\$ 5,675.00
Div. 06	Wood, Plastic, & Composites	\$ 17,025.00
Div. 07	Thermal and Moisture Protection	\$ 20,770.00
Div. 08	Doors-Hardware-Openings	\$ 27,100.00
Div. 09	Finishes	\$ 123,160.00
Div. 10	Specialties	\$ 9,350.00
Div. 11	Equipment	\$ 11,350.00
Div. 12	Furnishings	\$ 19,000.00
Div. 13	Special Construction (including Hazardous Disposal	\$ 25,000.00
Div. 14	Conveying Equipment	\$ 0.00
Div. 21	Fire Suppression	\$ 15,322.00
Div. 22	Plumbing	\$ 147,275.00
Div. 23	Heating, Ventilating & Air Conditioning	\$ 171,066.00
Div. 25	Integrated Automation	\$ 0.00
Div. 26	Electrical	\$ 155,662.00
Div. 27	Communications	\$ 104,810.00
Div. 28	Electronic Safety & Security	\$ 30,986.00
Div. 31	Earthwork	\$ 0.00
Div. 32	Exterior Improvements	\$ 0.00
Div. 33	Utilities	\$ 0.00
<b>Lump Sum Bid Price</b>	<b>Lump Sum Bid Price (copy from CLIN 0001, Section B.5, Part I of IFB)</b>	<b>\$ 1,198,786.00</b>
<b>Add Alternate</b>	<b>Add Alternate No. 01</b>	<b>\$ 75,680.00</b>

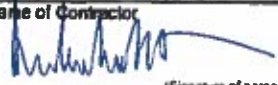
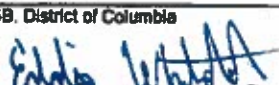
\$ 274,466.00

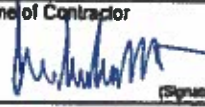
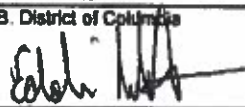
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages 1      1
2. Amendment/Modification Number GF-2018-B-0005-001	3. Effective Date November 8, 2017	4. Requisition/Purchase Request No.	5. Solicitation Caption Bertie Backus Campus, CAUSES Kitchen Renovation		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 38 Washington, DC 20008		Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Consys, Inc 732 Kennedy St, NW Washington, DC 20011			(X) 9A. Amendment of Solicitation No. GF-2018-B-0005	9B. Dated (See Item 11) November 6, 2017	
Code      Facility			10A. Modification of Contract/Order No.		
			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 <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-0005 for Bertie Backus Campus, CAUSES Kitchen Renovation at the University of the District of Columbia is hereby amended as follows:  1) The pre-bid conference will be held at Bertie Backus Community College located at: 5171 South Dakota Avenue, Room 106, N.E. Washington, DC 20017. 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 12/21/17	16B. District of Columbia 		16C. Date Signed 11-8-17
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

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-0005-002		November 15, 2017			Bertie Backus "CAUSES" Kitchen Renovation	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 38 Washington, DC 20008			7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38 Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011				(X) 9A. Amendment of Solicitation No. GF-2018-B-0005		
				9B. Dated (See Item 11) November 8, 2017		
				10A. Modification of Contract/Order No.		
				10B. Dated (See Item 13)		
Code	Facility					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>						
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)						
<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)						
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-0005 for Bertie Backus "CAUSES" Kitchen Renovation at the University of the District of Columbia is hereby amended as follows:  1) Pre-Bid Sign-in Sheet (Attachment A) 2) Site Visit Sign-in Sheet (Attachment B) 3) Plan Holders list (Attachment C) 4) 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 12/21/17		16B. District of Columbia 		16C. Date Signed 11-17-17
(Signature of person authorized to sign)				(Signature of Contracting Officer)		





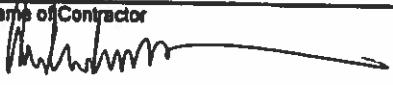
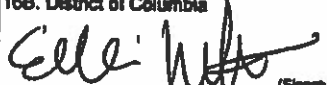
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Purchase Request No.	1      1		
GF-2018-B-0005-003	November 22, 2017		5. Solicitation Caption Bertie Backus "CAUSES" Kitchen Renovation		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 38 Washington, DC 20008		7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38 Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. GF-2018-B-0005 9B. Dated (See Item 11) November 8, 2017 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. 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)					
<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)					
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-0005 for Bertie Backus "CAUSES" Kitchen Renovation at the University of the District of Columbia is hereby amended as follows:					
1) The closing date for submission of questions is extended from Friday, November 24, 2017 to Friday, December 1, 2017 by 2:00PM.					
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	
		12/21/17			
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				11-22-17	

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-0005-004	December 13, 2017		Bertie Backus "CAUSES" Kitchen Renovation			
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 38 Washington, DC 20008		Code	7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38 Washington, DC 20008			
8. Name and Address of Contractor (No. Street city country state and ZIP Code)			(X) 9A. Amendment of Solicitation No. GF-2018-B-0005			
Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011			9B. Dated (See Item 11) November 8, 2017			
Code			10A. Modification of Contract/Order No.			
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 <input checked="" type="checkbox"/> is extended. <input 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-0005 for Bertie Backus "CAUSES" Kitchen Renovation at the University of the District of Columbia is hereby amended as follows:  1) Addendum One "Scope Clarifications" (Attachment A) located at 4200 Connecticut Avenue N.W., Bldg. 39, Suite 200C Washington DC, 20008 2) Questions & Answers (Attachment B) 3) Final site visit will be held between 9:00am - 10:00am on Friday, December 15, 2017. 4) The closing date for submission of bids is extended from Friday, December 15, 2017 to Friday, Thursday December 21, 2017 by 2:00PM. 5) 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 12/21/17		16B. District of Columbia 		16C. Date Signed 12-13-17
(Signature of person authorized to sign)		(Signature of Contracting Officer)				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages 1      1
2. Amendment/Modification Number <b>GF-2018-B-0005-005</b>	3. Effective Date <b>December 18, 2017</b>	4. Requisition/Purchase Request No.	5. Solicitation Caption <b>Bertie Backus "CAUSES" Kitchen Renovation</b>		
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 38 Washington, DC 20008		7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38 Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  <b>Consys, Inc. 732 Kennedy Street, NW Washington, DC 20011</b>			<div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. <b>GF-2018-B-0005</b> </div> <div style="border: 1px solid black; padding: 2px;">           9B. Dated (See Item 11) <b>November 8, 2017</b> </div> <div style="border: 1px solid black; padding: 2px;">           10A. Modification of Contract/Order No.         </div> <div style="border: 1px solid black; padding: 2px;">           10B. Dated (See Item 13)         </div>		
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 <b>5</b> 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 38, 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 <b>5</b> copy to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<b>Announcement No. 05_GF-2018-B-0005 for Bertie Backus "CAUSES" Kitchen Renovation at the University of the District of Columbia is hereby amended as follows:</b>  1) Addendum 02 "Construction Specifications are hereby deleted or revised" (Attachment A) 2) The closing date for submission of bids is extended from Thursday, December 21, 2017 to 2:00PM Thursday, January 4, 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) <b>Vijay Kasimsetty, Vice President</b>			16A. Name of Contracting Officer <b>Eddie Whitaker</b>		
15B. Name of Contractor 		15C. Date Signed <b>12/21/17</b>		16B. District of Columbia 	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		16C. Date Signed <b>12-19-17</b>	



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-0005-006	January 3, 2018		Bertie Backus "CAUSES" Kitchen Renovation		
6. Issued By:		7. Administered By (If other than line 6)			
University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/D4 Building 38 Washington, DC 20008		University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38 Washington, DC 20008			
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			9A. Amendment of Solicitation No.		
CONSYS, Inc. 732 Kennedy Street, NW Washington, DC 20011			GF-2018-B-0005		
			9B. Dated (See Item 11) November 8, 2017		
			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 <input checked="" type="checkbox"/> is extended <input 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 6 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. 06_GF-2018-B-0005 for Bertie Backus "CAUSES" Kitchen Renovation 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, January 4, 2018 to 2:00PM Tuesday, January 9, 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) Vijay R. Kasimsetty / VP			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)	01/08/2018	 (Signature of Contracting Officer)	1/3/18		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages	
2. Amendment/Modification Number		3. Effective Date		4. Requisition/Purchase Request No.		5. Solicitation Caption
GF-2018-B-0005-007		January 5, 2018				Bertie Backus "CAUSES" Kitchen Renovation
6. Issued By:				7. Administered By (If other than line 6)		
University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C/04 Building 38 Washington, DC 20008				University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Building 38 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)  CONSYS, Inc. 732 Kennedy Street, NW Washington, DC 20011				<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No.		
				GF-2018-B-0005		
				9B. Dated (See Item 11)		
				November 8, 2017		
				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 <input checked="" type="checkbox"/> is extended. <input 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. 07_GF-2018-B-0005 for Bertie Backus "CAUSES" Kitchen Renovation at the University of the District of Columbia is hereby amended as follows:						
1) The closing date for submission of bids is extended from Tuesday, January 9, 2018 to 2:00PM Thursday, January 11 2018.						
2) Additional Questions & Responses.						
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)				15A. Name of Contracting Officer		
Vijay R. Kasimsetty / VP				Eddie Whitaker		
15B. Name of Contractor		15C. Date Signed		15B. District of Columbia		15C. Date Signed
		01/09/2018				11/5/18
(Signature of person authorized to sign)				(Signature of Contracting Officer)		



**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-0005  
DISTRICT CONTRACTING AGENCY: University of the District of Columbia  
CONTRACTING OFFICER: Mary Ann Harris  
TELEPHONE NUMBER: (202) 274-5181  
TOTAL CONTRACT AMOUNT: \$274,466.00  
EMPLOYER CONTRACT AMOUNT: \$274,466.00  
PROJECT NAME: Bertie Backus Campus, CAUSES Kitchen Renovation  
PROJECT ADDRESS: 42000 Connecticut Avenue, NW  
CITY: Washington STATE: DC ZIP CODE: 20008  
PROJECT START DATE: Issue of NTP PROJECT END DATE: 150 days from NTP  
EMPLOYER START DATE: Issue of NTP EMPLOYER END DATE: 150 days from NTP

**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  
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION  
NUMBER: LSDZ65762042017

D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER:

ARE YOU A SUBCONTRACTOR ☐ YES ☒ NO IF YES, NAME OF PRIME  
CONTRACTOR:

This First Source Employment Agreement (Agreement), in accordance with Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Official Code §§ 2-219.01 – 2.219.05), and relevant provisions of the Apprenticeship Requirements Amendment Act of 2004 (D.C. Official Code § 2-219.03 and § 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its 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 EMPLOYER shall meet the hiring or hours worked percentage requirements for all jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

**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 or contract 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.
  3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted project or contract 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 or contract totaling \$300,000 or more.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to 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 or contract receiving funds or resources 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 thereof, that is valued at \$300,000 or more.
- 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, nonmanagerial, 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. 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.

N. 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 or contract by trade;
2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract 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 or contract 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 or contract 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 or contract 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 or contract 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 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 or contract;
  12. A strategy to ensure that District residents who work on the project or contract 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 or contract 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.
- O. Tier Subcontractor means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- P. 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.
- Q. 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 EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.

- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- E. 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, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. 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.
- H. 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, let 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.
- I. 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.
- J. 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.
- K. 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 will complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.
- B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER will 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 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. The EMPLOYER will still be required to meet the hiring 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 is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.
- B. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.
- C. EMPLOYER with Projects 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.
- D. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- E. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
  - 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.
- F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling \$5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
  - 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.

- G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.
- H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- I. 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.
- J. Monthly, EMPLOYER must 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 EMPLOYER shall:
  - 1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for 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 the hiring or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
  - 1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
  - 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.
  - 3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
  - 4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
4. Whether the EMPLOYER hosted informational recruiting or hiring fairs;
5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
6. Whether the EMPLOYER interviewed employable candidates;
7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
11. 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 Prime Contractors and Subcontractors are subject to DC Law 14-24.
  2. Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.

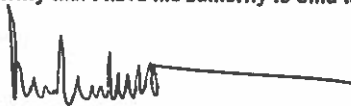
3. Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
4. Inspect and copy certified payroll, personnel records and any other records or information necessary to ensure the required 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 sub contractors' 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 or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.
- 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. Appeals of violations or fines are to be filed with the Contract Appeals Board.

I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:



EMPLOYER Senior Official

Consys, Inc.

Name of Company

732 Kennedy Street, NW

Washington, DC 20011

Address

202-545-1333

Telephone

vijay@consys-inc.net

Email

Signature Department of Employment Services

Date

### EMPLOYMENT PLAN

NAME OF EMPLOYER: Consys, Inc.  
ADDRESS OF EMPLOYER: 732 Kennedy Street, NW Washington, DC 20011  
TELEPHONE NUMBER: 202-545-1333 FEDERAL IDENTIFICATION NO.: 52-2318636  
CONTACT PERSON: Vijay Kasimsetty TITLE: Vice President  
E-MAIL: vijay@consys-inc.net TYPE OF BUSINESS: General Contracting

DISTRICT CONTRACTING AGENCY: University of the District of Columbia  
CONTRACTING OFFICER: Mary Ann Harris TELEPHONE NUMBER: 202-274-5181  
TYPE OF PROJECT: BBC-CAUSES Kitchen Renov CONTRACT AMOUNT: \_\_\_\_\_

EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_

PROJECT START DATE: Issue of NTP PROJECT END DATE: 150 days from NTP  
EMPLOYER START DATE: Issue of NTP EMPLOYER END DATE: 150 days from NTP

**NEW JOB CREATION PROJECTIONS:** Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A				
B				
C				
D				
E				
F				
G				
H				
I				
J				
K				



**CURRENT EMPLOYEES:** Please list the names, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

[illegible]

[illegible]

**J.2.4**

**Bidder/Offeror Certification Form**

# BIDDER/OFFEROR CERTIFICATION FORM

## COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's offeror's business and operations.

## RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's offeror's name at the top of each attached page.

## GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's offeror's responsibility. Section II includes additional required certifications. Section III relates to the Buy American Act (if applicable) and Section IV requires the bidder's offeror's signature. Please note, a determination that a prospective contract is found to be "not responsible" final and not appealable.

**SECTION I - BIDDER'S OFFEROR'S RESPONSIBILITY**

Legal Business Entry Name: <b>Consys, Inc.</b>	Solicitation # <b>GF-2018-B-0005</b>
Address of the Principal Place of Business (street, city, state, zip code) <b>732 Kennedy Street, NW Washington, DC 20011</b>	Telephone # and ext. <b>202-545-1333</b>
Fax # <b>202-545-1339</b>	Web site <b>www.consys-inc.net</b>
Additional Legal Business Entry Identifiers: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive)	

Type	Name	EIN	Status
N/A	N/A	N/A	

## I.1 Business Type (Please check the appropriate box and provide additional information if necessary.)

<input checked="" type="checkbox"/> Corporation (including PC)	Date of Incorporation
<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:

I.2 Was the bidder's offeror's business formed or incorporated in the District of Columbia?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

If "No" on Subpart 1.2, provide the jurisdiction where the bidder's offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State \_\_\_\_\_ Country \_\_\_\_\_

I.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder's offeror is required by law to obtain (other than those provided on Subpart 1.2). If the bidder's offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
- 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 on the same or similar line of business as the Bidder/Officer, please describe the affiliation in detail.	
1.5 If any officer, director, shareholder or anyone holding a financial interest in the Bidder/Officer has a relationship with an employee of the Department or any District agency for whom the Department is procuring goods or services, please describe the nature of the relationship in detail.	
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>	
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 business relationship?	
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: (a) Any business-related activity, or (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/Officer had a contract awarded, 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/Officer ever been assessed liquidated damages, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail.	
<b>PART 3: FIRM RESPONSIBILITY</b>	
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: (a) Any business-related activity, or (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 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, 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 3

#### PART 4: CERTIFICATES AND LICENSES

(Has the bidder/officer

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise? ☐ Yes ☒ No N/A

Please provide an explanation for "Yes" in Subpart 4.1

4.2 Please provide a copy of the bidder/officer's District of Columbia Office of Tax and Revenue Tax Certification Affidavit

#### PART 5: LEGAL PROCEEDINGS

Within the past five (5) years, has the bidder/officer

5.1 Had any liens or judgments (not including UCC filings) filed against it which remain undischarged? ☐ Yes ☒ 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? ☐ Yes ☒ No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? ☐ Yes ☒ 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 Contract Appeals

6.1 Within the past five (5) years, has the Bidder/Officer received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☒ No

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s)

6.2 Has the Bidder/Officer ever been assessed liquidated damages, costs to re-procure, costs to complete, or any other monetary damages under a contract? If so, describe each such assessment in detail. ☐ Yes ☒ No

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s)

6.3 Within the last seven (7) years, has the bidder/officer initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☒ No

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed."

6.4 During the past three (3) years, has the bidder/officer failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws? ☐ Yes ☒ No

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/officer failed to file/pay and the current status of the tax liability

6.5 During the past three (3) years, has the bidder/officer failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance? ☐ Yes ☒ No

If "Yes" to Subpart 6.5, provide the years the bidder/officer failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s)

6.6 During the past three (3) years, has the bidder/officer failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services? ☐ Yes ☒ No

If "Yes" to Subpart 6.6, provide the years the bidder/officer failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s)



Revised for DGS Contracts and Procurement 4 11 2017

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/officer directly or indirectly to any other bidder/officer or competitor before bid/proposal opening unless otherwise required by law; and

(c) No action has been made or will be made by the bidder/officer to induce another officer 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/officer'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 2.1(a)(iv) 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 2.1(a)(iv) 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/officer'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 2.1(a)(iv) above; and

(iii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through 2.1(a)(iv) above.

2.3 If the bidder/officer deletes or modifies subparagraph 2.1(b) above, the bidder/officer must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

#### 2.4 The Bidder/Officer 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/Officer.

(b) There are no current or former owners, partners, officers, directors, principals, managers, employees or any persons with a financial interest in the Bidder/Officer 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/Officer has knowledge of such a financial interest, please provide a detailed explanation.

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.

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.

5.1 The bidder/officer certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 2) 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

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Webb-Kelly Public Contracts Act, as amended (41 U.S.C. §§ 35-45) (the "Act", as used in this section), the following terms and conditions apply:

(a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2) (41 U.S.C. 40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

#### SECTION V. CERTIFICATION

*Instruction for Section V: This section must be completed by all bidders/offers.*

I, **VIJAY KASIMSETTY**, 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 #: 202-545-1333	Fax #: 202-545-1339
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Title: <b>VICE PRESIDENT</b>	Email Address: <b>VIJAY@consys-inc.net</b>
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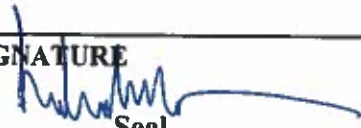

DUNS Number (If Applicable): **102341469**

Date: **12/21/17**

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 § 22-2403. 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.

## K.5

## GOVERNMENT OF THE DISTRICT OF COLUMBIA

<b>BID BOND</b> (See Instructions on 2 <sup>nd</sup> page)		Date Bond Executed: December 14, 2017 (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address) 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 checked="" type="checkbox"/> CORPORATION	
		STATE OF INCORPORATION DC			
SURETY(IES) (Name(s) and Address(es)) The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653		PENAL SUM OF BOND			
		AMOUNT NOT TO EXCEED			5% OF BID X
		MILLION(S)	THOUSAND(S)	HUNDRED(S)	
		BID IDENTIFICATION			
		BID OPENING DATE		INVITATION NO.	
		12/14/2017		GF-2018-B-0005	
<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>					
1. SIGNATURE  Seal		1. ATTEST 		Corporate Seal	
Name & Title (typed) VIJAY R. KASIMSETTY, VP		Name & Title (typed) RAJ SHUKLA, SECT'Y/VP			
2. SIGNATURE  Seal		2. ATTEST		Corporate Seal	
Name & Title (typed)		Name & Title (typed)			

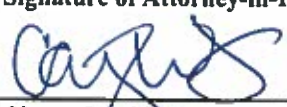
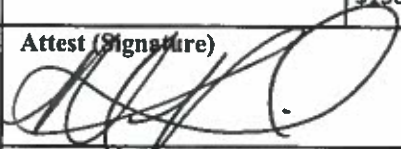


## CERTIFICATE AS TO CORPORATION

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

  
 Secretary of Corporation

## SURETY(IES)

1. Name & Address (typed) The Hanover Insurance Company 440 Lincoln Street Worcester, MA 01653	State of Inc. NH	Liability Limit \$136,684,000	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, Vice President

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  
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 14 day of December 2017.

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

Glenn 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.

12/21/17

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 N/A  
(Country)



## 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: LSDZ65762042018

☐ 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-0005

Solicitation Due Date: 01/09/2018

Agency : University of the District of Columbia

Total Dollar Amount of Contract: **\$ 1,274,466.00**

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

35% of Total Dollar Amount of Contract: **\$446,063.00**

Total Amount of All SBE/CBE subcontracts: **\$220,160.00**  
(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 including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <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
Rodgers Brothers	2230 Lawrence Avenue NE, Washington DC 20018	<u>1st</u>	Demolition and Hauling Services
Period of subcontract: <u>150 days from NTP</u>  Price to be paid to the SBE/CBE Subcontractor: <u>\$47,000.00</u>  <i>✓all that applies, Subcontractor is:</i> <input checked="" type="checkbox"/> a SBE <input checked="" type="checkbox"/> a CBE <input checked="" type="checkbox"/> CBE Certification #:LSZX30831112018 <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: <u>George Rodgers</u>  Title: <u>Owner</u>  Telephone Number: <u>(202) 526-0274</u>  Email Address: <u>georgerodgersjr@aol.com</u>

<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 including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 <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>	Interiro Framing, Doors and Windows
Period of subcontract: <u>150 days from NTP</u>  Price to be paid to the SBE/CBE Subcontractor: <u>\$173,160.00</u>  <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: <u>Nathaniel lewis</u>  Title: <u>Owner</u>  Telephone Number: <u>(202) 526-2101</u>  Email Address: <u>natelewis@unitedgc.net</u>

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.net, c=US  
 Date: 2018.05.21 11:53:43 -0400

05/23/2018  
 (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](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.

\_\_\_\_\_  
Name of Agency Contracting Officer or Agency Project Manager

\_\_\_\_\_  
Title of Agency Contracting Officer or Agency Project Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## **J.2.1**

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



## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

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

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

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

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

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

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

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

Vijay R. Kasimsetty, Vice President

AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE NAME

12/21/17  
DATE

Consys, Inc.

FIRM/ORGANIZATION



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

I, Vijay R. Kasimsetty, THE AUTHORIZED REPRESENTATIVE OF Consys, Inc., HERINAFTER 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, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

Consys, Inc.  
\_\_\_\_\_  
CONTRACTOR  
\_\_\_\_\_  
Vijay R. Kasimsetty  
NAME  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
Vice President  
TITLE  
\_\_\_\_\_  
GF-2018-B-0005  
CONTRACT NUMBER  
\_\_\_\_\_  
12/21/17  
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 84-104 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 (1) Single-establishment Employer Report		Multi-establishment Employer (2) Consolidated Report (3) Headquarters Report (4) X Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) Special Report	
1. Total number of reports being filed by this Company _____			
<b>Section B - COMPANY IDENTIFICATION</b> (To be answered by all employers) <b>OFFICIAL USE ONLY</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 Street, NW		City or Town Washington	Country    State    Zip Code DC        20011
b. Employer Identification No.    5 2 - 2 3 1 8 6 3 6			
2. Establishment for which this report is filed. Same as above			<b>OFFICIAL USE ONLY</b>
a. Name of establishment			c
Address (Number and street)		City or Town	Country    State    Zip Code
b. Employer Identification No.			
3. Parent of affiliated Company Same			
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? X Yes    No    Did not report last year		2. Is the major business activity at this establishment the same as that reported last year? Report on combined basis    No report last year    X Yes    No    Reported on combined	
b. basis			
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, tile insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity. Construction			c
3. MINORITY GROUP MEMBERS. Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members) X Yes    No			

# SECTION D - EMPLOYMENT DATA

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

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
				MALE				FEMALE			
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers	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			02	03			
Total employ reported in previous report	11	06	03	03			02	03			

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

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

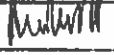
1 How was information as to race or ethnic group in Section D obtained?  
a Visual Survey  
b Employment Record X  
c Other Specify \_\_\_\_\_

2 Dates of payroll period used  
3 Pay period of last report submitted for this establishment \_\_\_\_\_

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

## Section F - CERTIFICATION

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

Vijay Kasimsetty	Vice President		12/21/17
Name of Authorized Official	Title	Signature	Date
Name of person contact regarding this report (Type of print)	Address (Number and street)		
Vijay Kasimsetty	732 Kennedy Street, NW Washington, DC 20011 (202) 545-333		
Title Vice President	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

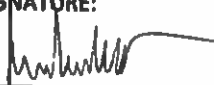


## SUBCONTRACT SUMMARY FORM

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO "MINORITY" BUSINESS ENTERPRISES \$ \_\_\_\_\_  
PERCENT OF PRIME CONTRACT. \_\_\_\_\_ %

SOLICITATION NO:

**PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING**

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES			
JOB CATEGORIES	MALE				FEMALE			
	Black	Asian	American Indian	Hispanic	Black	Asian	American Indian	Hispanic
Officials and Managers								
Professionals								
Technicians								
Sales Workers								
Office and Clerical								
Craftsman (Skilled)								
Operative (Semi-Skilled)								
Laborers (Unskilled)								
Service Workers								
TOTAL								
NAME OF AUTHORIZED OFFICIAL: Vijay Kasimsetty				TITLE: Vice President			SIGNATURE: 	
FIRM NAME: Consys, Inc.					TELEPHONE NO: 202-545-1333		DATE: 12/21/17	
<p>INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION"</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>NAME:</p> <p>ADDRESS:</p> <p>TYPE OF ACCOUNT/S:</p>								

**J.2.2**

**Tax Certification Affidavit**

**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**

12/21/17

**Authorized Agent**

**Name of Organization/Entity**

**Business Address (include zip code)**

**Business Phone Number**

Consys, Inc.

732 Kennedy Street, 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-0005

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**

**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 547-4106.

DSLBD  
Enterprise  
System

DSLBD



[DSLBD HOME \(http://dslbd.dc.gov\)](http://dslbd.dc.gov)

## Business Certification Information

[Previous Page](#)

### Consys, Inc.

Description: Construction and Business Services

Principal Owner: H Jay Narain; Raj Shukla; Vijay Kasimsetty

Contact Name: H Jay Narain

Address: 732 KENNEDY STREET NW, WASHINGTON, DC 20011

Phone: 2025451333

Fax: 2025451339

Email: [raj@consys-inc.net](mailto:raj@consys-inc.net)

Website: [www.consys-inc.net](http://www.consys-inc.net)

Date Established: June 1, 2001

Organization Type: Corporation

Ward: 4

### Certification Information

Certification Number: LSDZX74025032021

Expiration Date: March 5, 2021

#### Categories

Local Business Enterprise (LBE)

Disadvantaged Business Enterprise (DBE)

Longtime Resident Business (LRB)

Small Business Enterprise (SBE)

Development Enterprise Zone (DZE)

Preference Points: 12

% of Price Reduction:

#### NIGP Codes

Show  entries

Search:

CODE	DESCRIPTION
9090300	Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
9092100	Building Construction, Industrial (Warehouse, etc.)
9092200	Building Construction, Non-Residential (Office Bldg., etc.)
9092300	Building Construction, Residential (Apartments, etc.)
9092400	Building Construction, Commercial and Institutional
9092700	Building Construction, Educational
9093400	Conveying Systems: Elevators, Lifts, etc.
9093700	Doors and Windows
9094500	Finishes: Flooring, Wall and Ceiling, etc.
9097600	Site Work (Incl. Site Clean-Up)

Showing 1 to 10 of 32 entries

Previous [1](#) [2](#) [3](#) [4](#) Next

### Primary Business Services



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

April 13, 2015

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

Re: LSDZ65762042017

Dear Kasimsetty:

The District of Columbia Department of Small and Local Business Development (DSLBD) on 4/13/2015, 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, "*Get Certified*", "*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 of address or ownership change), you must notify DSLBD within thirty (30) days of the date of the change.

CERTIFICATION NUMBER: LSDZ65762042017

DATE OF APPROVAL: 4/13/2015

DATE OF EXPIRATION: 4/13/2017

**IMPORTANT NOTE:** On March 11, 2015 the term of certification changed from two (2) years to three (3) years. DSLBD is working to reprogram the CBE Online application system, which automatically generates the CBE number, to reflect this change. For this reason, the expiration date listed above reflects a two (2) year expiration date. Pursuant to D.C. Law 20-0234 the certification period for this business is extended one (1) year from expiration date listed above.

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

Ana R. Harvey

Acting 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: [ana.harvey@dc.gov](mailto:ana.harvey@dc.gov)

Phone: (202) 727-3900

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



## 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

12/21/17

Date

\_\_\_\_\_  
President or Authorized Official

Vice President

\_\_\_\_\_  
Title

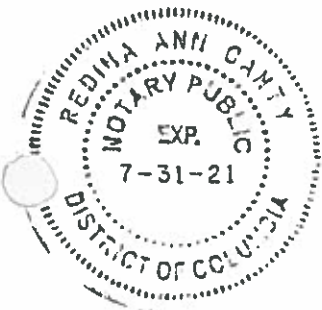
The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this 21<sup>st</sup> day of December 2017

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

12/21/17

Date

[Signature]  
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).

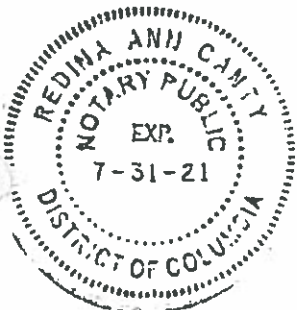
Subscribed and sworn before me this 21<sup>st</sup> December 2017

At District of Columbia

City and State

[Signature]  
Notary Seal

July 31, 2021  
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.

12/21/17  
\_\_\_\_\_  
Date

Consys, Inc.  
\_\_\_\_\_  
Contractor/Company Name  
  
\_\_\_\_\_  
Signature of Official  
Vice President  
\_\_\_\_\_  
Title



☆☆☆  
**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-0037  
DISTRICT CONTRACTING AGENCY: University of the District of Columbia  
CONTRACTING OFFICER: Michiko Gadson  
TELEPHONE NUMBER: (202) 274-5191  
TOTAL CONTRACT AMOUNT: \_\_\_\_\_  
EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_  
PROJECT NAME: Building 46E Theater Lighting Upgrades  
PROJECT ADDRESS: 4200 Connecticut Avenue, NW  
CITY: Washington STATE: DC ZIP CODE: 20008  
PROJECT START DATE: Issue of NTP PROJECT END DATE: 120 days from NTP  
EMPLOYER START DATE: Issue of NTP EMPLOYER END DATE: 120 days from NTP

**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  
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) 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) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, (DOES) and EMPLOYER. Pursuant to this Agreement, the EMPLOYER shall use DOES as its 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 EMPLOYER shall meet the hiring or hours worked percentage requirements for all jobs created by the Project as outlined below in Section VII. The EMPLOYER shall ensure that District of Columbia residents (DC residents) registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% (or 60% where applicable) of all apprenticeship hours worked in connection with the Project.

**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 or contract 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.
  3. A retail or commercial tenant that is a direct recipient of a District government economic development action, including contracts, grants, loans, tax abatements, land transfers for public redevelopment, or tax increment financing in excess of \$300,000.
- C. **Contracting Agency** means any District of Columbia agency that awarded a government assisted project or contract 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 or contract totaling \$300,000 or more.
- F. **First Source Employer Portal** means the website consisting of a connected group of static and dynamic (functional) pages and forms on the World Wide Web accessible by Uniform Resource Locator (URL) and maintained by DOES to provide information and reporting functionality to 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 or contract receiving funds or resources 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 thereof, that is valued at \$300,000 or more.
- 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, nonmanagerial, 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. **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.
- N. **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 or contract by trade;
  2. A projection of the total number of journey worker hours, by trade, to be worked on the project or contract 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 or contract 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 or contract 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 or contract 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 or contract 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 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 or contract;
  12. A strategy to ensure that District residents who work on the project or contract 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 or contract 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.
- O. Tier Subcontractor means any contractor selected by the primary subcontractor to perform portion(s) or all work related to the trade or occupation area(s) on a contract or project subject to this First Source Agreement.
- P. 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.
- Q. 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 EMPLOYER will require all Project contractors and Project subcontractors with contracts or subcontracts totaling \$300,000 or more to enter into an Agreement with DOES.

- C. DOES will provide recruitment, referral, and placement services to the EMPLOYER, subject to the limitations in this Agreement.
- D. This Agreement will take effect when signed by the parties below and will be fully effective through the duration, any extension or modification of the Project and until such time as construction is complete and a certificate of occupancy is issued.
- E. 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, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- F. This Agreement includes apprentices as defined in D.C. Official Code §§ 32-1401- 1431.
- G. 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.
- H. 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, let 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.
- I. 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.
- J. 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.
- K. 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 will complete the attached Revised Employment Plan that will include the information outlined in Section I.N., above.
- B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <http://does.dc.gov> within 7 days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank Services at (202) 698-6001.
- C. The EMPLOYER will 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 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. The EMPLOYER will still be required to meet the hiring 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 is given the choice to report hiring or hours worked percentages either by Prime Contractor for the entire Project or per each Sub-contractor.
- B. EMPLOYER with Projects valued at a minimum of \$300,000 shall hire DC residents for at least 51% of all new jobs created by the Project.
- C. EMPLOYER with Projects 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.
- D. EMPLOYER shall have a user name and password for the First Source Employer Portal for electronic submission of all monthly Contract Compliance Forms, weekly certified payrolls and any other documents required by DOES for reporting and monitoring.
- E. EMPLOYER with Projects valued at a minimum of \$300,000 shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
  - 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.
- F. In addition to the reporting requirements outlined in E, EMPLOYER with Projects totaling \$5 million or more shall provide the following monthly and cumulative statistics on the Contract Compliance Form:
  - 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.

- G. EMPLOYER can "double count" hours for the "hard to employ" up to 15% of total hours worked by DC Residents.
- H. For construction Projects that are not subject to Davis-Bacon law in which certified payroll records do not exist, EMPLOYER must submit monthly documents of workers employed on the Project to DOES, including DC residents and all employment classifications of hours worked.
- I. 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.
- J. Monthly, EMPLOYER must 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 EMPLOYER shall:
  - 1. Document in a report to DOES its compliance with the hiring or hours worked percentage requirements for all jobs created by the Project and the percentages of DC residents employed in all Trade Classifications, for 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 the hiring or hours worked percentage requirements for all jobs created by the Project, and/or the required percentages of DC residents in all Trade Classifications areas on the Project, if DOES finds that:
  - 1. EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
  - 2. EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.
  - 3. EMPLOYER entered into a special workforce development training or placement arrangement with DOES or with the District of Columbia Workforce Intermediary; or
  - 4. DOES certified that there are insufficient numbers of DC residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- C. DOES shall consider documentation of the following when making a determination of a good-faith effort to comply:

1. Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of 10 calendar days;
2. Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
3. Whether the EMPLOYER advertised each job opening in special interest publications and on special interest media for a minimum of 7 calendar days;
4. Whether the EMPLOYER hosted informational/recruiting or hiring fairs;
5. Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
6. Whether the EMPLOYER interviewed employable candidates;
7. Whether the EMPLOYER created or participated in a workforce development program approved by DOES;
8. Whether the EMPLOYER created or participated in a workforce development program approved by the District of Columbia Workforce Intermediary;
9. Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
10. Whether the EMPLOYER has submitted and substantially complied with its most recent employment plan that has been approved by DOES; and
11. 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 Prime Contractors and Subcontractors are subject to DC Law 14-24.
  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 sub contractors' 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 or failure to reach specific hiring or hours worked requirements may result in DOES imposing a fine of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER. Fines will also include additional prorated fines of 1/8 of 1% of total contract amount for not reaching specific hiring or hours worked requirements. Prime Contractors who choose to report all hiring or hours worked percentages cumulatively (overall construction project) will be penalized, if hiring or hours worked percentage requirements are not met.
- 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. Appeals of violations or fines are to be filed with the Contract Appeals Board.



I hereby certify that I have the authority to bind the EMPLOYER to this Agreement.

By:



EMPLOYER Senior Official

Consys, Inc.

Name of Company

732 Kennedy St, NW

Washington, DC 20011

Address

202-545-1333

Telephone

vijay@consys-inc.net

Email

Signature Department of Employment Services

Date