

# University of District of Columbia www.udc.edu

Date: 05/01/19

\_ .. Consys

Seller: 732 Kennedy St NW

Washington DC 20011

... \_ Alan Walsh

Ship To: UDC - Facilities Mgmt.

Washington DC 20008

**UDC** - Accounts Payable

4200 Connecticut Ave, NW Building 39 Suite 200-B

Invoice To: Washington, DC 20008

Phone: (202)274-5088 Fax: (202) 274-7448

Email: 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.

# 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 \*\*\*\*

- 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.

tem	Description	Quantity	Unit Price	Total
1	Description  This PO if for the procurement of Construction Services for the "Backus Phase IV, CAUSES Kitchen Renovationâ€, project. The scope of work and independent government estimate is attached. GF-2018-C-0005  9092400 Contractual Services -GC		Unit Price 274,466.0000	Total

The University is a tax-exempt public educational institution.

Seller: Please send acknowledgement of this order and

all inquiries concerning this order to:

Office of Contracting and Procurement 4200 Connecticut Ave, NW Building 39 Suite 200-C

Washington, DC 20008

Phone: 202-274-5181; Fax: 202-274-5432

UNIVERSITY OF THE DISTRICT OF COLUMBIA

**Purchasing Officer** 

VENDOR COPY

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

	-	GF-2018-C-0005		
CONSTRUCTION CO	NTRACT	DATE OF CONTRACT		
NAME AND ADDRESS OF CONTRACTOR		201		
C	TYPE OF ORGANIZATIO	TYPE OF ORGANIZATION ("x")		
Consys, Inc.				
732 Kennedy Street, NW	☐ INDIVIDUAL	☐ PARTNERSHIP		
Washington, DC 20011	☐ JOINT VENTURE	☐ CORPORATION		
	STATE OF INCORPORAT			
		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. General Provisions

# 1. Time for Completion

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

Form No. DC 26-40-6 86-4005-1, wd-206

of.
on is
a.

Rev. July 1986

86-p4005-2 wd-206

PRINCIPAL (Legal Name and Address)  Consys. Inc. 732 Kennedy Street, NW Washington, DC 20011  STATE OF INCORPORATION  MILLIONIS)  THOUSAND(S)  HINDREDS; CENTS  466 0  CONTRACT DATE  CONTRACT DATE  CONTRACT NUMBER  GF-2018-6-0005  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, hereimafer called the District, in the above penal sum for the payment of Which we bind ourselves, our heirs, executors, and successors, "pointly" 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 in no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.  NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void, otherwise to remain in full force and virtue.  NOW, THEREFORE, if the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.  PRINCIPAL  VIPAYR.  Kasimsetty  Name & Title (typed)  Name & Title (typed)  VIAYR. KASIMSETTY / VP  2. Signature  2. Alliest  Corporate  Corpor	PAYMENT B (CONSTRUCT		Date Bond F of Contract)	xecuted (Must be	same or Liter than date	
Consys, Inc.    Individual   District Congression   District Congression   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, "jointy" and "severally" only for the payment of which we bind ourselves, our heirs, executors, and successors, "jointy" and "severally" only for the payment of such sum only as is set forth opposite the name of such Surrety, but in the limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.  NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that mashall be void, otherwise to remain in full force and virtue.  IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.  PRINCIPAL    Vijay R.   Kasimsetty   Name & Title (typed)   Name & Title (ty	`		5/22/18			
DOWNDOAL   DANIES SHEET   PROPERTY   PROPE	PRINCIPAL (Legal Name and Address)	TYPE OF ORGAN	ZATION ("5")			
Washington, DC 20011    STATE OF INCORPORATION   CONTRACT DATE   CONTRACT NUMBER   GF-2018-B-0005		- INDIVIDES		140 14 20 21110		
SURETY (IES) (Namets) and Address(es)  Hanover Insurance Company  440 Lincoin Street  Morcester, MA 01653  MILLION(S)  THOUSAND(S)  THO	732 Kennedy Street, NW					
SURETY (IES) (Same(1) and Address(e))  Hanover Insurance Company  440 Lincoln Street  Worcester, MA 01653  MILLION(S)  THOUSAND(S)  THOUSAND  THOUSAN	Washington, DC 20011			ORPORATION		
MILLION(S) THOUSAND(S) HUNDRED(S) CENTS 440 Lincoin Street Worcester, MA 01653  MILLION(S) 174 466 0 CONTRACT DATE CONTRACT NIMBER GF-2018-B-0005  KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are fitnly 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 in no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.  NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void, otherwise to termain in full force and virtue.  IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.  PRINCIPAL  L'VIJAY R.  Kasimsetty  Name & Title (typed)  VIJAY R. KASIMSETTY / VP  2 Signature  2 Altest  Corporate  Corporate  Corporate  Corporate  Corporate			ORPORATION			
Worcester, MA 01653    Total Action   The Principal and Surety(ies)			PENAL SUM (	OF BOND	***************************************	
Worcester, MA 01653  CONTRACT DATE  CONTRACT NIMBER 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 th 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 in no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.  NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void, otherwise to remain in full force and virtue.  IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.  PRINCIPAL  Vijaly R.  Kasimsetty  Name & Title (typed)  Name & Title (typed)  VIJAY R. KASIMSETTY / VP  2. Signature  2. Altest  Corporate  Corporate  Corporate	Hanover Insurance Company	MILLION(S)	THOUSAND(S) Ht	INDRED(S)	CENTS	
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 into limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.  NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void, otherwise to remain in full force and virtue.  IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.  PRINCIPAL  PRINCIPAL  PRINCIPAL  PRINCIPAL  Vijay'R.  Kasimsetty  Name & Title (typed)  Name & Title (typed)  VIAYR. KASIMSETTY / VP  2. Signature  2. Attest  Cepporate  Cepporate	440 Lincoln Street	1	274 4	66	0 ==	
KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, "jointly" and "severally" 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 in no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.  NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void, otherwise to remain in full force and virtue.  IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.  PRINCIPAL  PRINCIPAL  PRINCIPAL  PRINCIPAL  Name & Title (typed)  Name & Title (typed)  VIAYR, KASIMSETTY / VP  2. Signature  2. Altest  Corporate  Corporate	Worcester, MA 01653	CONTRA	CT DATE	CONTRAC	TNUMBER	
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 in limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.  THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.  NOW, THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety(ies) being hereby waived, then the above obligation shall be void, otherwise to remain in full force and virtue.  IN WITNESS WEHREOF, the Principal and Surety (ies) have executed this performance bond and have affixed their seals on the date set forth above.  PRINCIPAL  PRINCIPAL  PRINCIPAL  PRINCIPAL  PRINCIPAL  Vijay R.  Kasimsetty  Name & Title (typed)  Name & Title (typed)  PRINCIPAL				F-2018-B-0	0005	
Vijay'R.  Kasimsetty  Depath speed by Play & Rationary to Child See all  Depath speed by Play & Rationary to Child See all  Depath speed by Play & Rationary to Child See all  Depath speed by Play & Rationary to Child See all  Depath speed by Play & Rationary to Child See all  Depath speed by Play & Rationary to Child See all  Depath speed by Play & Rationary to Child See all  Depath speed by Play & Rationary to Child See all  Name & Title (typed)  VIJAY R. KASIMSETTY / VP  Red May Office Many Comparate  2 Aftest  Corporate  Corporate  Corporate	prosecution of the work provided for in the Co may hereafter be made, notice of which modif shall be void, otherwise to remain in full force IN WITNESS WEHREOF, the Principal and S	ontract, and any and all dul leations to the Surety(les) and virtue.	y authorized modific being hereby waived	rations of the latest the at	e Contract that nove obligation	
Kasimsetty  Name & Title (typed)  VIJAY R. KASIMSETTY / VP  Reduced Comparate Comparat		PRINCIPAL		(2)	ŭ	
VIJAY R. KASIMSETTY / VP  Redura Curty Office Manager  2. Signature  (Seal)  Corporate	the consult is translated by contrasts, and	Palment Palment	2	7.5	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
2 Signature 2 Attest Corporate	Name & Title (typed) N	ame & Title (typed)			Comparate N. 5	
(Seal) Corporate	VIJAY R. KASIMSETTY / VP	Repuna Canta C	AGO Umaca		DISTR	
(Seal) Corporate	2. Signature 2	Attest	Har Lange		ANTON THE PROPERTY OF THE PARTY	
(Seal)   Corporate	40. 15	10			1 20 20	
	Name & Title (typed)			-  '	Corporate Seal	

Form No. DK 2 redtalk)					Aughorita wilden
		SURE	TY (IES)		
Name & Address (typed)     Hanover Insurance Compa	*	0.4050	State of Inc	1.abday 1.ma \$1,274,466.00	
440 Lincoln Street	Worcester, MA			31,214,400.00	
Signature of Attorney-in-Fact	Attest (Signati	yer		Corporate Seal	
Name & Address (typed) Laura E. Scholze, Attornet	u la East	Name & Addr	1 1 1 1		
	•	1	udge, Assistant		
303 International Circle, Suite 160,	Hunt Valley, ND 21030	303 Internationa	Circle Suite 160, Hunt Va		
1 Name & Address (typed)			State of Inc.	Liability Limit	
Signature of Attorney-in-Fact		Attest (Signati	ite)		Curporate Seal
Name & Address (typed)		Name & Addr	ess (typod)		
		BOND P	REMIUM		
Rate Per Thousand 12.10/9 90	Total Premium \$13,717.00		DELMARVA S	Agency or Agent Receiving Cor URETY role, Suite 160, Hunt Valley	
12.10/9 90	313,717.00	Appro	HER and	Harris CEACING OFFICE	5/1/2019

# **INSTRUCTIONS**

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

# 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.

BEAL TOTAL

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

Robert Thomas, Vice President

ald (Vice F

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 Commone with of Massachusers Ur Commisson Expres Sect 21, 2018

Barbara A. Garlick, Notary Public

My Commission Expires September 21, 2018

Jastiak,

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

Myslan

Glenn Margosian, Vice President

(CONSTRUCTION)	)	Date B of Con		e same or later than date
(See Instructions on Reverse)		5/22	/18	
PRINCIPAL (Legal Name and Address)	TYPE OF ORGAN	IZATION ("x")		
Consys, Inc.	INDIVIDUAL		PARTNERSHIP	
732 Kennedy Street, NW	□ JOINT VEN	bu den es	X CORPORATION	5
Washington, DC 20011			CORPORATION	
	STATE OF INC	ORPORATION		
SURETY (IES) (Name(s) and Address(es)		PENAL SU	M OF BOND	
Hanover Insurance Company	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
440 Lincoln Street	1	274	466	0
Worcester, MA 01653	CONTR/	CT DATE	CONTRA	CT NUMBER
			GF-2018-B	-0005
NOW THEREFORE, if the Principal shall well and truly perti- agreements of the Contract during the original term of the Cor- or without notice to the Surety, and during the life of guaranty fulfill all the undertakings, covenants, terms, conditions and a hereafter be made, notice of which modifications to the Surety District from any and all claims, delays, suits, costs, charges.	ntract and any extender the greements of any or being hereby wai	nsion thereof that e Contract, and sla luly authorized mo ved, and shall save	may be granted ball also well and ballifications of the harmless and in	by the District with truly perform and a Contract that may demnify the
specifically stipulated in the Contract or on account of any injustion of any act or omission of Principal in connection with the prosabove obligation shall be void; otherwise to remain in full for IN WITNESS WEHREOF, the Principal and Suicty(ies) have	e Principal of lette ury to persons or d secution of the wor ce and virtue.	rs, patents, or copy lamage to property rk under the Contr	rights, unless of or premises that act and shall pay	herwise occur as a result the same, then the
be subjected at any time on account of any infringement by the specifically stipulated in the Contract or on account of any injustion of any act or omission of Principal in connection with the prosabove obligation shall be void; otherwise to remain in full forcing IN WITNESS WEHREOF, the Principal and Suicty (ies) have set forth above.  Place of the Principal and Suicty (ies) have set forth above.	e Principal of lette ury to persons or d secution of the wor ce and virtue.	rs, patents, or copy lamage to property rk under the Contr	rights, unless of or premises that act and shall pay	herwise occur as a result the same, then the
specifically stipulated in the Contract or on account of any injustion of any act or omission of Principal in connection with the prosabove obligation shall be void; otherwise to remain in full forcing the WTTNESS WEHREOF, the Principal and Suicty(ics) have set forth above.  PI  Stenature Vijay R.  Dignally signed by Vijay R. Kasemsetty Disconvillary R. Kasemsetty One on-Vijay R. Kasemsetty Name & Title (typed)  Name & Title	e Principal of lette ury to persons or d secution of the word ce and virtue.  executed this perf	rs, patents, or copy lamage to properly ik under the Contri- formance bond and	rights, unless of or premises that act and shall pay	herwise occur as a result the same, then the
specifically stipulated in the Contract or on account of any injust of any act or omission of Principal in connection with the prosabove obligation shall be void; otherwise to remain in full forcing the WITNESS WEHREOF, the Principal and Suicty(ics) have set forth above.  Principal and Suicty(ics) have set forth above.  Principal and Suicty(ics) have set forth above.  I. Attest Objudy squad by Vijay R. Kaumsetty On on	e Principal of lette ury to persons or o secution of the wor ce and virtue.  executed this perf  RINCIPAL  (typed)	rs, patents, or copy lamage to properly ik under the Contri- formance bond and	rights, unless of or premises that act and shall pay	herwise occur as a result the same, then the the same then the the seals on the date.
Specifically stipulated in the Contract or on account of any injustion and act or omission of Principal in connection with the prosabove obligation shall be void; otherwise to remain in full forcing the North American Suicty (ies) have set forth above.  PI  I. Signature  Vijay R.  Contract or on account of any injustion of principal in connection with the prosabove obligation shall be void; otherwise to remain in full forcing the principal and Suicty (ies) have set forth above.  PI  I. Signature  Vijay R.  Kasimsetty  Name & Title (typed)  VIJAY R. KASIMSETTY / VP	e Principal of lette ury to persons or o secution of the wor ce and virtue.  executed this perf  RINCIPAL  (typed)	rs, patents, or copy lamage to properly ik under the Contri- formance bond and	rights, unless of or premises that act and shall pay	herwise occur as a result the same, then the the same, then the the seals on the date of the seals on the date.

		SURE	TY (IES)		
l Name & Address (typed) Hanover Insurance Compa	•		State of Inc	\$1,274,466.00	
440 Lincoln Street	Worcester, MA	01653	<u> </u>	01,274,400	
Jama 5 30	delse	1 Ch	ADVA		Corporate Scal
Name & Address (typed) Laura E. Scholze, Attorney	-In-Fact	Name & Addr Courtney W	eu hyped) / Judge, Assistant		
303 International Circle, Suile 160, t		1	I Circle, Suite 160, Hunt Val	tey, MD 21030	
I. Name & Address (t) ped)			State of Inc	Liability Limit	
Signature of Attorney-in-Fact	Attest (Signature)		Conporate Seal		
Name & Address (typed)		Name & Addr	ress (typed)		
		BOND P	REMIUM		
Rate Per Thousand	Total Premium		Name & Address of DELMARVA S	Agency or Agent Receiving Co. URETY	TTITLES COTT
12.10/9.90	\$13,717.00			rcle, Suite 160, Hunt Valley,	MD 21030
		119	March ANN	Jil U HARRIS TRACTING OFF	2019 1124

# INSTRUCTIONS

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

Res. July 1980 - 30-p-1002-2 wid-2-6



# 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.
- A For agency options & extensions submit to agency before option or extension exercised.
- A 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.

DENERIO A DV. /				
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 20	0011			
✓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: <u>VP</u>			
Contact # (202) 439-4123	Email address: vijav@consys-inc.net			
Street Address: 732 Kennedy Street, NW Washington DC 20011				

COVERNMENT ACRISTED DRO JECT /	
GOVERNMENT-ASSISTED PROJECT (✓ which applies ☐ /	Agency Contract or Private Project) INFORMATION:
AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number <u>GF-2018-B-0005</u> Solicitation Due Date: <u>01/09/2018</u> Agency: <u>University of the District of Columbia</u> Total Dollar Amount of Contract: \$ 1,274,466.00	District Subsidy: Agency Providing Subsidy: Amount of District Subsidy: Date District Subsidy Provided:
*Design-Build must include total contract amount for both design and build phase of project.	Project Name: Project Address:
35% of Total Dollar Amount of Contract: \$446,063.00	Total Development Project Budget: \$ (include pre-construction and construction costs)
Total Amount of All SBE/CBE subcontracts: \$220,160.00 (include every lower tier)	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 Company	Address/Telephone No./ Email	Subcontractor Tier (1st, 2nd, 3rd, etc.)	nteed maximum price or contract authorizing construction.)  Description of Subcontract scope of work to be PERFORMED WITH SBE/CBES OWN ORGANIZATION & RESOURCES
Rodgers Brothers	2230 Lawrence Avenue NE, Washington DC 20018	1st	Demolition and Hauling Services
Period of subcontract: 150 days from NTP  Price to be paid to the SBE/CBE Subcontractor: \$47,000.00  *all that applies, Subcontractor is:  A SBE A CBE CBE Certification  #:LSZX30831112018  SBE/CBE will perform the ENTIRE subcontract with its own organization and resources  SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/CBE SUBCONTRACTS)			SBE/ CBE Point of Contact  Name: George Rodgers  Title: Owner  Telephone Number:(202) 526-0274  Email Address: georgerodgersjr@aol.com

submitted for preconstr and build costs) is red SBE/ CBE Company	Address/Telephone No./ Email	ntering into a guarar Subcontractor Tier (1st, 2nd, 3rd, etc.)	tleed maximum price or contract authorizing construction.)  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: 150 days from NTP  Price to be paid to the SBE/CBE Subcontractor: \$173,160.00  *all that applies, Subcontractor is:  **\subseteq a CBE			SBE/ CBE Point of Contact  Name: Nathaniel lewis  Title: Owner  Telephone Number:(202) 526-2101  Email Address:natelewis@unitedgc.net

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

swear or affirm the above is true and accurate

Vijay R.

Kasimsetty

Digitally signed by Veyy R. Rasonsorry
DN: criv-Veyy R. Rasonsorry,
0+CDV571, Inc., ou.
o+CDV571, Inc., ou.
OTALIFOND STATE OF CONTROL CIUS
Date: 2018 05 23 11.53 41 0+CDV

(Signature)

(Date)



# Complete additional copies as needed.

☐ AGENCY CONTRACTING OFFICER'S USE (  which applies. Onle	ONLY <u>OR</u> AGENCY PROJECT MANAGER'S USE ONLY by one option should be selected.)
AGENCY CONTRACT AWARD  Agency: UOC - OFFICE OF STRATEGIC SOURCE NIGHT  Prime Contractor: COUSUS, FALC  Contract Number: GE 2018- C2005  Date SBE Subcontracting Plan Accepted: Date agency contract signed:  Anticipated Start Date of Contract: MAY Z7, 2019  Anticipated End Date of Contract: OCTOBER 21, 2019  Total Dollar Amount of Contract: \$\frac{1}{2}\frac{2}{4}\frac{4}{6}\frac{6}{6}\frac{2}{6}	District Subsidy: Developer: Amount of District Subsidy: Date District Subsidy Provided/ contract signed: Anticipated Start Date of Project: Anticipated End Date of Project: Project Name: Project Address: Total Development Project Budget: \$ (include pre-construction and construction costs)  35% of Total Development Project Budget: \$ Total Amount of All SBE/CBE subcontracts: \$ (include every lower tier)
Base Period Contract Option/Extension Period:  Multi-year Contract First year (period) of Contract: Current year (period) of Contract: Design-Build -Date of Guaranteed Contract:  Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.	☐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 AFFIRMA	TION OR AGENCY PROJECT MANAGER'S AFFIRMATION which applies)
The Below Agency Contracting Officer or Agency Project Manage	er Affirms the following ( to affirm):
☐ If the Beneficiary is a CBE, DSLBD was contacted to confirm E	Beneficiary's CBE certification;
☐ The fully executed Contract (Base or Option or Extension or M emailed to DSLBD @ Compliance.Enforcement@dc.gov within five	ulti-Year) or subsidy document, between the Beneficiary and Agency, was ve (5) days of signing;
FOR AGENCY CONTRACT the SBE Subcontracting Plan, sull Compliance. Enforcement@dc.gov within five (5) days of signing Mary Ann Harri'S Name of Agency Contracting Officer or Agency Project Manager Chief Contracting Officer or Agency Project Manager Title of Agency Contracting Officer or Agency Project Manager	
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.

R	EPR	ESENTATIVI	E OR PRODUC	ER, AND THE CERTIFICATE HOLDS								
PRODUCER					CONTACT E	CONTACT NAME: Eric C Oison						
Olson, Inc.					PHONE	PHONE (AIC, No. Ext). (410) 923-7199 [FAX No. (410) 923-7199 [FMAIL] exis@insurpositions.com						
PO	Вох	187			ADDRESS: CI	ADDRESS: CITCOMISULEWILLIOISULLCULL						
882 Annapolis Road					PRODUCER CUSTOMER ID:	PRODUCER CUSTOMER ID: 525						
Gambrills MD 21054						INSURER(S) AFFORDING COVERAGE						
INSU	RED				INSURER A : Ha			r Insurance Compa	ny	NAIC # 26182		
Cor	sys	, Inc.			INSURER B : Th							
732	Ker	inedy Street,	sw		INSURER C :							
Was	hin	gton DC 200	11		INSURER D :	· · · · ·						
					INSURER E :					-		
					INSURER F :							
CO	/ER	AGES		CERTIFICATE NUMBER:			RE	VISION NUMBER:				
Сог	trac	:t No. GF-201	8-B-0005, Bert	ROPERTY (Attach ACORD 161, Additional Rema le Backus CAUSES Kitchen Renova	tion							
IN CI	DIC/ ERTI	ATED. NOTWI FICATE MAY I	ITHSTANDING A BE ISSUED OR A	LICIES OF INSURANCE LISTED BELOW NY REQUIREMENT, TERM OR CONDIT MAY PERTAIN, THE INSURANCE AFFO SUCH POLICIES. LIMITS SHOWN MAY	ION OF ANY CON RDED BY THE PO	TRACT OR OTHER LICIES DESCRIBEI	DO DHE	CUMENT WITH RESP EREIN IS SUBJECT TO	FOT TO	) WHICH THIS I		
INSR LTR		TYPE OF IN:	SURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)		COVERED PROPERTY		LIMITS		
	]	PROPERTY						BUILDING	\$			
	CAL	ISES OF LOSS	DEDUCTIBLES					PERSONAL PROPERTY	s			
	$\Box$	BASIC	BUILDING				L	BUSINESS INCOME	\$			
	_	BROAD	CONTENTS				L	EXTRA EXPENSE	\$			
		BPECIAL					<u> </u>	RENTAL VALUE	\$			
		EARTHQUAKE		]				BLANKET BUILDING	\$			
		WIND		į				BLANKET PERS PROP	\$			
		FLOOD		ļ				BLANKET BLDG & PP	\$			
				]					\$	_		
						<u> </u>		]	s			
	Х	INLAND MARINE		TYPE OF POLICY			Х	Rep. Cost	s 1,27	4,486		
Α	CAL	ISES OF LOSS		Builders Risk	05/31/2018	05/31/2019	Х	Ded	\$ 2,50	0		
		NAMED PERILS	!	POLICY NUMBER		}		]	S			
	Х	Special		MPA00000075576D				]	\$			
	Х	CRIME					Х	Limit	\$ 3,00	0,000		
В	TYP	E OF POLICY		30TP0273983-18	05/01/2018	05/01/2019	Х	Ded	\$ 25,0	00		
									\$			
		BOILER & MACI-							\$			
		NG IFIZIH IIVIFF							\$			
									\$			
									\$			
SPEC	SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
CE	RTIF	ICATE HOLD	ER		CANCELLAT	ION						
University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Ave NW				THE EXPIRAT		F, NO	IBED POLICIES BE CAN OTICE WILL BE DELIVER OVISIONS.		BEFORE			
ļ		***d3{	gton, DC 20006		AUTHORIZED RE	AUTHORIZED REPRESENTATIVE <lr></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(les) 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).

PRODUCER	CONTACT Eric C. Olson	
Olson, Inc.	PHONE FAX (A/C, No. 5x1): 410-923-7100 FAX (A/C, No.): 410-92	3-7199
882 Annapolis Road	E-MAIL ADDRESS: Eric@Insurewitholson.com	10
P.O. Box # 187	INSURER(S) AFFORDING COVERAGE	NAIC #
Gambrills, MD. 21054-0187	INSURER A: Harleysville Mutual Insurance Company	26182
INSURED	INSURER B : Crum & Forster	
Consys, Inc.	INSURER C :	
732 Kennedy Street N.W.	INSURER D :	
Washington DC 20011	INSURER E:	
	INSURER F:	

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.

	COLUCIONO FIND CONDITIONO OF COU		GUDÖ	O'LEMITO O'TOTTI MIRT TRATE DE	DOLLOW EER	BOLICY EVE	
INSR LTR	TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER	(MM/DDATTA)	POLICY EXP	LIMITS
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER:  POLICY X PRO-	x	x	MPA00000075576D	10/04/2017	10/04/2018	EACH OCCURRENCE \$1,000,000  DAMAGE TO RENTED PREMISES (FA DOCURRENCE) \$100,000  MED EXP (ANY CINE PERSON) \$5,000  PERSONAL & ADV INJURY \$1,000,000  GENERAL AGGREGATE \$2,000,000  PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY  X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X AUTOS X AUTOS X AUTOS X AUTOS X AUTOS X AUTOS			BA00000052452D	10/04/2017	10/04/2018	COMBINED SINGLE LIMIT (Fa scrident) 3 1,000,000  BOOILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$  \$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$0	х	x	CMB64793D-Follows Form	10/04/2017	10/04/2018	EACH OCCURRENCE         \$ 8,000,000           AGGREGATE         \$ 8,000,000           \$         \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	x	WC00000064792D	10/04/2017	10/04/2018	X   WC STATU-   OTH-
В	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

CERTIFICATE HOLDER	CANCELLATION
University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Ave NW	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Washington, DC 20008	AUTHORIZED REPRESENTATIVE <lr></lr>



# **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
- Select About UDC
- Select Administrative
- Select Finance and Procurement
- Select Capital Procurement



T Taxon Street Colores		1 Calinientian B	?	1	2 T	2 Photo For	and.	D 1 - C102
UNIVERSITY A		1. Solicitation N			2.Type:	3. <u>Date Iss</u>	uea:	Page 1 of 102
COLUMBIA		GF-20			[X] Sealed Bid (I	FRI		
		<u> </u>	710 2 0000	EXTREMEM DIM (IF		November	r 6. 2017	
SOLICITATION, OFFER A	ATION, OFFER AND AWARD			[ ] Negotiated (RFP)			,	
4. Contract Number			5. Requis	sition/Purchase	e Request No.	6.		
							1 Market with	set aside for g (see Section
						M.1		g (see Section
						171.1.	,	
						[X] SBE	Set-Aside (see	e Sec-B.2 & Sec-M)
								BE subcontracting
requirement in accordance with Section M.1.5 & M.1.6								
7. Issued By:			R	Address Offe	r To:	Secti	M 29 C.1.IVI IIO	1.1.0
7. 100.000 23,			1 "	, ridatess Offic				
University of the District	of Columbia		บ	niversity of	the District of Co	lumbia		
Capital Procurements Div	ision				rements Division			
4200 Connecticut Avenue	e, NW		4:	200 Connect	ticut Avenue, NV	7		
Building 39, Room 200C				uilding 39, R				
Washington, DC 20008			W	/ashington, I	OC 20008			
9,	A. Name:	B. Telepho	ne (No coll	lect calls)		C. E-mail Address	1	
For information contact:	Mishing Code		`	(Number)	(Ext)			
tot intormation comact.	Michiko Gadşı	on (Alca Cod.	"   '	274-5191	(LXI)	mgadson@udc ed	4	
IMPORTANT - The "offer	t castion of this for							
SOLICITATION	Section of this for	m must be luny c	ombierea n	y otteror.				
	-E - B - EC N - 1 M -	00 II WI I III	2 89 7 2 2	-				
NOTE: In sealed bid solicitation 10. Sealed offers in "original"					l at the alone specif	lad in itam 9 an if	hand.	
carried, to the bid counter !							uanu.	
Tallitation in the construction	<u> </u>	HOW I BY INCH D OF	10 2.44 11	1 total time o	u. ruersust, pecc	ander 14, 2017		
			(Ho	our)	(Date)			
11. The University req	uires performance o	of the work describe	ed in strict a	accordance wit	th the following:			
		DESC	RIPTION			<del> </del>	SECTION	PAGES
Solicitation/Offer/Av	vard Form		1101				A	2-3
Schedule for Constru	uction, Alterations,	Repair, Price					В	4-5
Scope/University Spe		123					C	6-11
Packaging and Mark							D	12
Inspection and Acce							E	13
Deliveries and Perfor								
		Contract Administration Data						14
Contract Clauses	Special Contract Requirements						G U	15-51
List of Attachments	quirements						G H	15-51 52-59
Representations, Certifications and Other Statements of Bidders							G H I	15-51 52-59 60-76
Representations, Cer		her Statements of	Bidders				G H	15-51 52-59
Representations, Cer Instructions, Conditi	rtifications and Otl		Bidders				G H I J	15-51 52-59 60-76 77
Instructions, Conditi Evaluation Factors 6	rtifications and Otl ions and other Noti or Award	ices to Bidders					G H I J K L	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Conditi	rtifications and Otl ions and other Noti or Award	ices to Bidders		niversity Gov	vernment Construc	tion Projects, date	G H I J K L	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Conditi Evaluation Factors for	rtifications and Otl ions and other Noti or Award	ices to Bidders		niversity Gov	ernment Constru	tion Projects, date	G H I J K L	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Condition  Evaluation Factors for The Standard Control	rtifications and Oth ions and other Noti or Award act Provisions for I	ices to Bidders Use with Specifica	tions for U				G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Conditi Evaluation Factors for	rtifications and Oth ions and other Noti or Award act Provisions for I	ices to Bidders Use with Specifica	tions for U				G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Conditi Evaluation Factors of The Standard Control  12. The Contractor shall begin	rtifications and Othons and other Notions Award act Provisions for I n performance and other performance per	ices to Bidders Use with Specifica complete all the wo	tions for U	50 calendar da			G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Condition Evaluation Factors for The Standard Control 12. The Contractor shall begin [ ] Award [X] NTP T 13. The Contractor must furn.	rtifications and Other Notions and other Notion Award act Provisions for land performance and other performance perish the required perish the require	ices to Bidders Use with Specifica complete all the wo	tions for U	50 calendar da Negotiable		ecified in the writter	G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Condition Evaluation Factors for The Standard Control 12. The Contractor shall begin [ ] Award [X] NTP T	rtifications and Other Notions and other Notion Award act Provisions for land performance and other performance perish the required perish the require	ices to Bidders Use with Specifica complete all the wo	tions for U	50 calendar da Negotiable			G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Condition Evaluation Factors of The Standard Control of The Contractor shall begin and the Contractor shall begin and the Contractor must furn [X] yes, within ten (10)	rtifications and Other Notions and other Notion Award act Provisions for In performance and othis performance perish the required performance described and the required performance and other required performance and o	ices to Bidders Use with Specifica complete all the wo	tions for U	50 calendar da Negotiable		ecified in the writter	G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Condition  Evaluation Factors of The Standard Control  12. The Contractor shall begin [ ] Award [X] NTP The Contractor must furn [ X ] yes, within ten (10)  14. Additional Solicitation Control	rtifications and Otlions and other Notion Award act Provisions for I in performance and othis performance per ish the required performance described and a safter Considerations	Use with Specifical complete all the working is [X] Mand formance and paymer receiving the Not	rk within 1.  atory [ ]  ent bonds. ice of Inten	50 calendar da Negotiable t to Award	nys from the date sp	ecified in the writter	G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Conditi Evaluation Factors of The Standard Control  12. The Contractor shall begin  [] Award [X] NTP T  13. The Contractor must furm [X] yes, within ten (10)  14. Additional Solicitation C A. All bids are subject	rtifications and Otlions and other Notion Award act Provisions for I in performance and othis performance per ish the required performance described and a safter Considerations	Use with Specifical complete all the working is [X] Mand formance and paymer receiving the Notestand Sprovisions	rk within 1.  atory [ ]  ent bonds. ice of Inten	50 calendar da Negotiable t to Award	nys from the date sp	ecified in the writter	G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Condition  Evaluation Factors of The Standard Control  12. The Contractor shall begin [ ] Award [X] NTP The Contractor must furn [ X ] yes, within ten (10)  14. Additional Solicitation Character and Solicitation Character a	rtifications and Otlors and other Notion Award act Provisions for I in performance and othis performance per ish the required performance detailed and a safter Considerations at to the work required.	Use with Specifical complete all the working is [X] Mand formance and paymer receiving the Notestand Sprovisions	rk within 1.  atory [ ]  ent bonds. ice of Inten	50 calendar da Negotiable t to Award	nys from the date sp	ecified in the writter	G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102
Instructions, Condition  Evaluation Factors of The Standard Control  12. The Contractor shall begin [ ] Award [X] NTP The Contractor must furn [ X ] yes, within ten (10)  14. Additional Solicitation Character and Solicitation Character a	riffications and Other Notions and other Notion Award act Provisions for I in performance and othis performance per ish the required performance delendar days after Considerations at to the work requirements TEE [X] is required.	Use with Specifical complete all the working is [X] Mand formance and paymer receiving the Notestand Sprovisions	rk within 1.  atory [ ]  ent bonds. ice of Inten	50 calendar da Negotiable t to Award	nys from the date sp	ecified in the writter	G H I J K L M d January 200	15-51 52-59 60-76 77 78-89 90-97 98-102

STANDARD FORM A - Dated May 2001

STANDARD FORM A - Dated May 2001 OFFER (Must be fully completed by offeror) 15. Name, Company Name and Address of Offeror (with zip code) 16. Telephone No. 18. Remittance Address (if different than item 15). (202) 545-1333 Consys, Inc. 732 Kennedy St, NW 17. E-mail address Washington, DC 20011 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 I 3 5 6 7 Number Date 11-8-17 11-17-17 11-22-17 12-13-17 1-3-18 12/18/17 1-5-18 22B. Offer 22. Name and Title of person authorized to sign offer (Type or 22A. Sign Print) \$1,198,786.00 Vijay Kasimsetty, Vice President AWARD (To be completed by the University) 23. Amount 24. Accounting and Appropriation data 25, PAYMENT WILL BE MADE BY: 26. Submit invoices as instructed in Section G of this solicitation (Contract Administration Data) Office of the Chief Financial Officer 4200 Connecticut Avenue, NW Washington, D.C. 20008 CO WILL COMPLETE ITEM 27 OR 28 AS APPLICABLE 27. [ ] NEGOTIATED AGREEMENT (The Contractor is required to sign this ] AWARD (The Contractor is not required to sign this document). Your document and return\_ copies to the issuing office). The Contractor agrees to offer on this solicitation is hereby accepted. This award consummates the contract furnish and deliver all items or perform all work requirements for the which consists of (a) the solicitation and your offer, and (b) this contract award. No consideration stated in this contract. The rights and obligations of the parties of further contractual document is necessary. 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. 29. Name and Title of Contractor or Person Authorized to Sign (Type or Print) 30. Name of CO (Type or Print) Vijay Kasimsetty, Vice President

2018

Mary Ann Harris, Contracting Officer

# 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 <u>Designation of Solicitation for the Certified Business Enterprise Set-Aside Market Only</u>

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.

# DESCRIPTION Bertie Backus Campus CAUSES Kitchen, as shown in the Drawings, Specifications and Scope of Work as described in Section C of this solicitation package.

# **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 PRIOR
211.01011110.	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	\$ <sub>15,322.00</sub>
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
Lump Sum Bid Price	Lump Sum Bid Price (copy from CLIN 0001, Section B.5, Part I of IFB)	\$ 1,198,786.00
Add Alternate	Add Alternate No. 01	\$ 75,680.00

The state of the s	ON/MODIFICATION O	F CONTRACT	Contract Number	Page of Pages
2. Amendment/Modification Number	3. Effective Date	4. Requisition/Pr	rchase Request No.	5. Solicitation Caption
OF 2045 D 2005 254			•	Bertie Backus Campus, CAUSES
F-2018-B-0005-00   . Issued By:	November 8, 2017	1	-	Kitchen Renovation
University of the District of Columbia	Code	7. Administe	red By (If other than line of the District of Columb	6)
Capital Procurement Division			or the District of Column acurement Division	lied.
4200 Connecticut Avenue, NW, Room C	/04	1 '	ecticut Avenue, NW	
Building 38		Building 3		
Washington, DC 20008  Name and Address of Contractor (No. S	front oils assets state and 7	Washingto	n, DC 20008	
Consys, Inc	ucer, bly, couldy, state and 2	ir Code)	(X) 9A. Amendment of GF-2018-B-0005	Solicitation No.
732 Kennedy St, NW			9B. Dated (See Her	n 11)
			November 6, 2017	_
Washington, DC 20011			10A. Modification o	Contract/Order No.
Code	Facility		10B. Dated (See its	m 13)
	11. THIS ITEM ONLY APPLIE	ES TO AMENDMEN	S OF SOLICITATIONS	
The above numbered solicitation is ame	nded as set forth in Item 14. Th	e hour and date spec	ified for receipt of Offers	is extended. x is not extended.
Offers must acknowledge receipt of this following methods: (a) By completing it	s amendment prior to the hour	and date specified i	the solicitation or as a	nended, by one of the
amendment on each copy of the offer s	wbmitted: or (c) By sensible is	5 copi	es of the amendment: (I	) By acknowledging receipt of this
amendment number, FAILURE OF YO	UR ACKNOWLEDGEMENT TO	O BE RECEIVED AT	THE PLACE DESIGNA	TEN END THE DECEMPT OF OFFERS
PRIOR TO THE HOUR AND DATE SP	ECIFIED MAY RESULT IN RE	JECTION OF YOUR	OFFER, If by virtue of	his amendment you desire to chance
an oner aseady submitted, such chang	e may be made by letter or fax	r, provided each lette	er or telegram makes ret	erence to the
solicitation and this amendment, and is Accounting and Appropriation Data (If R	received prior to the opening	hour and date specif	ied.	
13.1	THIS ITEM APPLIES ONLY TO	MODIFICATIONS	OF CONTRACTS/ORDE	RS,
A This change projects is increased as	IT MODIFIES THE CONTRAC	T/ORDER NO. AS D	ESCRIBED IN ITEM 14	
A. This change order is issued pure The changes set forth in Item 14 at	suant to: (Specify Authority) is made in the contract/order i	o in item 104		
B. The above numbered contract/o	rder is modified to reflect the a	dministrative chance	as (such as changes in	puine office, processistian
date, etc.) set forth in nem 14, purs	uant to the authority of 27 DCI	MR, Chapter 36, Sec	tion 3601.2.	while ource, appropriation
C. This supplemental agreement is	entered into pursuant to author	ority of:		
D. Other (Specify type of modificati	on and authority)			
. IMPORTANT: Contractor lis	not, x is required to			
	Construct to the contract of t	sign this document a	nd return 5	copy to the issuing office.
. Description of amendment/modification	Configurated by OCE Section De	sadings, including so	icitation/contract subjec	t matter where feasible.)
nnouncement No. GF-2018-B-000	for Bertie Backus Camn	us CAUSES Kir	chen Renovation at	ha University of the District of
olumbia is hereby amended as follo	ws:	,	onen renovation at	are Oniversity of the District of
The pre-hid conference will be be	eld at Bertie Backus Com	munity College Io	cated at:	
. The bre-old contenence will be De				
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto	n, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	n, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.	.4	
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	om 106, N.E. Washingto emain the same.	on, DC 20017.		
5171 South Dakota Avenue, Ro	emain the same.			
5171 South Dakota Avenue, Roo All other Terms and Conditions n	emain the same.		10A) remain unchanged	and in full force and effect
5171 South Dakota Avenue, Rod All other Terms and Conditions in Coept as provided herein, all terms and con A. Name and Title of Signer (Type or print	emain the same.  ditlons of the document refere	enced in Item (9A or	IOA) remain unchanged Contracting Officer	and in full force and effect
5171 South Dakota Avenue, Roo All other Terms and Conditions n  Coept as provided herein, all terms and con A. Name and Title of Signer (Type or print Vijay Kasimsetty, Vice Pre	emain the same.  dillons of the document refere	nced in Item (9A or 16A. Name of Eddie Whitake	Contracting Officer	and in full force and effect
5171 South Dakota Avenue, Rod All other Terms and Conditions in Coept as provided herein, all terms and con A. Name and Title of Signer (Type or print	emain the same.  ditlons of the document refere	nced in Item (9A or 16A. Name of Eddie Whitake	Contracting Officer	and in full force and effect
oept as provided herein, all terms and con A. Name and Title of Signer (Type or print Vijay Kasimsetty, Vice Pre	emain the same.  dillons of the document refere	nced in Item (9A or 16A. Name of Eddie Whitake	Contracting Officer	

(

<b>AMENDMENT OF SOLICITAT</b>	<b>ION/MODIFICATION OF</b>	F CONTRACT	1. Contract Number	Page of Pages
2. Amendment/Modification Number	3. Effective Date		urchase Request No.	1 1
The state of the s	o chooling Date	- Kedristiotal	urulasa Request NO	5. Solicitation Caption Bertie Backus "CAUSES" Kitchen
GF-2018-B-0005-002	November 15, 2017			Renovation
6. Issued By:	Code	7. Administr	ered By (If other than line	6)
University of the District of Columbia			of the District of Columbi	a
Capital Procurement Division	704		ocurement Division	
4200 Connecticut Avenue, NW, Room ( Building 38	204	100	necticut Avenue, NW	
Washington, DC 20008		Building 3		
8. Name and Address of Contractor (No. 1	Street city country state and 70	P Code\	on, DC 20008 (X) 9A. Amendment of S	olicitation No.
Consys, Inc.		0000)	GF-2018-B-0005	ANTICIDATION,
• ·	147		9B. Daled (See Item	(11)
732 Kennedy Street, N			November 8, 2017	-
Washington, DC 2001	1		10A. Modification of	Contract/Order No.
			10B. Dated (See Iter	- 471
Code	Facility		Dated (See iter	n 13)
	11. THIS ITEM ONLY APPLIE	S TO AMENDMEN	TS OF SOLICITATIONS	
X The above numbered solicitation is am	ended as set forth in Item 14. The	e hour and date spe	cified for receipt of Offers	is extended. x is not extended.
Offers must acknowledge receipt of the	is amendment prior to the hour	and date specified	n the solicitation or as an	ended, by one of the
following methods: (a) By completing	items 8 and 15, and returning	<u>5</u> cop	es of the amendment: (b)	) By acknowledging receipt of this
amendment on each copy of the offer amendment number. FAILURE OF YO	OUR ACKNOW! FOR EMENT TO	DE BECEIVED V	THE REACE DECICES	solicitation and FED FOR THE RECEIPT OF OFFERS
PRIOR TO THE HOUR AND DATE SI	PECIFIED MAY RESULT IN RE.	JECTION OF YOU	ROFFER. If by virtue of the	nis amendment you desire to change
an oner already submitted, such chan	ge may be made by letter or fax,	, provided each lett	er or telegram makes refe	wence to the
solicitation and this amendment, and i	is received prior to the opening h	nour and date spec	fied.	100
12. Accounting and Appropriation Data (If	Required)			
13.	THIS ITEM APPLIES ONLY TO	MODIFICATIONS	OF CONTRACTORDE	De .
	IT MODIFIES THE CONTRACT	T/ORDER NO. AS I	DESCRIBED IN ITEM 14	AO,
A. This change order is issued pu	rsuant to: (Specify Authority)			
The changes set forth in Item 14 a	are made in the contract/order no	o, in item 10A.		
B. The above numbered contract/	order is modified to reflect the ar	dministrative chang	es (such as changes in p	aying office, appropriation
date, etc.) set forth in item 14, pur C. This supplemental agreement i	suant to the authority of 27 DCN	AR, Chapter 35, Se	ction 3601.2.	
o the supposite that specifical	a cureica nuo baranant ra antila	aity Oi.		
D. Other (Specify type of modifica	tion and authority)			
E. IMPORTANT: Contractor				
	is not, x is required to s	ign this document :	and return 5	copy to the issuing office.
4. Description of amendment/modification	(Organized by UCF Section he:	adings, including s	licitation/contract subject	matter where feasible.)
Announcement No. GF-2018-B-000	15 for Bertie Backus "CALI	CEC" Vitabas D	an arrestian at the 11-1-	
is hereby amended as follows:	o for Define Dackus CAO	SES KIICHER K	chovation at the Only	ersity of the District of Columbia
- 110100 10110113.				
l) Pre-Bid Sign-in Sheet (Attachm	ent A)			
2) Site Visit Sign-in Sheet (Attachm				
B) Plan Holders list (Attachment C)	one by			
1) All other Terms and Conditions	remain the same.			
			17.	
				Ď
<u> </u>				
xcept as provided herein, all terms and co	inditions of the document refere	nced in item (9A or	10A) remain unchanged a	and in full force and effect
5A. Name and Title of Signer (Type or prin Vijay Kasimsetty, Vice Pre	it)	16A. Name o	Contracting Officer	
5B. Name of Contractor		Eddie Whitak		
SS, Isamedi Companio	15C. Date Signi	ed 16B. District	of Columbia	16C. Date Signed
IA . II . I VAN	12/21/	17 010	1 6	. 11-11-11
(Signature of perso	n authorized to sign)	00/00/	e la trette some	ture of Contracting (Othoar)
Note that the state of the stat			- Indian	

AMENDMENT OF SOLICITATION	ON/MODIFICATION OF	CONTRACT	1. Contract Number	Page o	f Pages
2. Amendment/Modification Number	3. Effective Date			Dia 13	1
	o. Fuerting Date	4. Requisition/P	urchase Request No.	5. Solicitation Caption	
GF-2018-B-0005-003	November 22, 2017	1		Berlie Backus*CAUS	ES" Kitchen
Issued By:     University of the District of Columbia	Code	7. Administe	red By (if other than line (	Renovation 6)	
Capital Procurement Division		University	of the District of Columbia	3	
4200 Connecticut Avenue, NW, Room C/	0.4	Capital Pro	ocurement Division		
Building 38	04		ecticut Avenue, NW		
Washington, DC 20008		Building 38	n, DC 20008		
8. Name and Address of Contractor (No. Str	reet, city, country, state and ZIP	Code)	(X) 9A. Amendment of S	aliaitation Ma	
Consys, Inc.		· 1	GF-2018-B-0005	Olicitation No.	
732 Kennedy Street, NW		1.5	9B. Dated (See Item	11)	
Washington, DC 20011			November 8, 2017		
•			10A. Modification of 0	Contract/Order No.	
Code			108 Dated (See Item	13)	
Code	Facility			113)	
The above numbered solicitation is amen-	11. THIS ITEM ONLY APPLIES	TO AMENDMENT	S OF SOLICITATIONS		
		our and date speci	fled for receipt of Offers	is extended. x is	s not extended.
following methods: (a) By completing Ite	ms 8 and 15, and returning	u uate specified in 5 copie	the solicitation or as ame	ended, by one of the	
amenoment on each copy of the offer su	ibmitted: or (a) Du annual to the		es of the amendment: (b)	By acknowledging rec	eipl of this
amendment number. FAILURE OF YOU PRIOR TO THE HOUR AND DATE SPE	R ACKNOWLEDGEMENT TO B	E RECEIVED AT	THE PLACE DESIGNATE	Michalion and ED FOR THE RECEID	T OF OFFERS
PRIOR TO THE HOUR AND DATE SPE an offer already submitted, such change	CIFIED MAY RESULT IN REJE	CTION OF YOUR	OFFER, if by virtue of this	s amendment you des	ire to change
solicitation and this amendment, and is n	eceived prior to the opening have	rovided each lette	or telegram makes refer	ence to the	
2. Accounting and Appropriation Data (If Re	quired)	and date specific	eo		
13. TF	HIS ITEM APPLIES ONLY TO M	ODIFICATIONS C	F CONTRACTS/ORDER	S,	
A. This change order is issued pursu	MUUDES THE LINERACTION	RDER NO. AS DE	SCRIBED IN ITEM 14	<u> </u>	
The changes set forth in Item 14 are	made is the engineers at a	n Kom 404			A 100 100
In the spoke trriubeled coultact/old	er is modified to reflect the admit	mintenth a -b -	Couch on the court		
date, etc.) set forth in item 14, pursua	ant to the authority of 27 DCMR,	Chapter 36, Secti	o (such as changes in pay	ring office, appropriation	on
C. This supplemental agreement is e	ntered into pursuant to authority	of:			
D. Other (Specify type of modification	Adjusting has			<u> </u>	
AND THE RESIDENCE OF THE PARTY					
. IMPORTANT: Contractor is n	not, x is required to sign	this document an	d return 5 co	ppy to the issuing offic	
Description of amendment/modification (O	rganized by UCF Section headir	ngs, including solid	itation/contract subject m	atter where foreible	в.
Innouncement No. GE 2019 P. 000s 4	C. D D			enter milere icasible.)	
nnouncement No. GF-2018-B-0005 is hereby amended as follows:	for Bertie Backus "CAUSE	S" Kitchen Rei	novation at the Univer	sity of the District	of Columbia
hereby amended as follows:				,	or Columbia
The closing date for submission of					
The closing date for submission of q	lucstions is extended from I	Friday, Novemb	per 24, 2017 to Friday,	, December 1, 201	7 by 2:00PM.
All other Terms and Conditions rem	nain the came			·	, =11 = 110,
	mail the Saille.				
					1
					1
					1
					1
cept as provided herein, all terms and condition. Name and Title of Signer (Type or print).	ions of the document referenced	in Item (9A or 10)	A) temain unchanned and	in full force and st	
Name and Tille of Signer (Type or print) Vijay Kasimsetty, Vice Preside	nt	LINU MANIE OF CO	Ontracting Officer	ar rull force and effec	1
Name of Contractor		Eddie Whitaker	1 1		1
I I MAT	15C. Date Signed	16B. District of C	olumbia	16C	. Date Signed
MIKWAM	12/21/17	GVM.	1 MOHO		. 0- 10
(Signature of parson auth	orized to sign)	Cort	(Singalum o	of Contracting Officer)	1 -77-1/1

AMENDMENT OF SOLICITATION	N/MODIFICATION OF	CO	NTRACT	1, (	Contract Number	Page of Pages
2. Amendment/Modification Number	3. Effective Date	4 R	equisition/Pr	nch	ase Request No.	1 1 5. Solicitation Caption
I			-			Bertie Backus "CAUSES" Kitchen
GF-2018-8-0005-004 8. Issued By:	December 13, 2017	Ь,				Renovation
University of the District of Columbia	Code	$\dashv$			By (if other than line one District of Columbia	
Capital Procurement Division		Į			ement Division	•
4200 Connecticut Avenue, NW, Room C/04	1				cul Avenue, NW	
Building 38 Washington, DC 20008		- 1	Building 36			
Name and Address of Contractor (No Street	el city country state and 719	2 Code	Washingto		PA Amendment of S	alicitation No
1		4500	' I	in.	GF-2018-B-0005	Oncharlott (40
Consys, Inc.			- 1		98. Dated (See Hem	11)
732 Kennedy Street, NW			- 1	-	November 8, 2017	
Washington, DC 20011			- 1		10A. Modification of I	Contract/Order No.
			-		109 Daled (See Hen	13)
Code	Facility					
X The above numbered solicitation is emende	I. THIS ITEM ONLY APPLIES	TOA	MENDMENT	SC	OF SOLICITATIONS	
Offers must acknowledge receipt of this a	mendment prior to the bour a	nd dak	nu orus spec a soecified k	nigo n the	s solicitation or as pro	x is extended. Is not extended.
following methods: (a) By completing Item	ns 8 and 15, and returning		5 сорі	es o	If the amendment (b)	By acknowledging receipt of this
amendment on each copy of the offer sub	mitted; or (c) By separate lett	ter or fi	ax which incl	ude	s a reference to the s	olicitation and
amendment number, FAILURE OF YOUR	ACKNOWLEDGEMENT TO	BE RE	ECEIVED AT	TH	E PLACE DESIGNAT	ED FOR THE RECEIPT OF OFFERS
PRIOR TO THE HOUR AND DATE SPEC an offer already submitted, such change r	nav be made by letter or fax	nrovida	IN UP YUUR ed aach lette	K OF	TEK. II by virtue of the	is amendment you desire to change
solicitation and this amendment, and is re	ceived prior to the opening ho	our and	dale specif	ied.	seragiant makes tere	IZING ID UIE
12. Accounting and Appropriation Data (If Req	julred)					
13 TH	IS ITEM APPLIES ONLY TO	MODIE	ICATIONS A	OF (	COMPACTEROPE	20
	MODIFIES THE CONTRACT					<b>G</b> ,
A. This change order is issued pursua	ant to: (Specify Authority)					
The changes set forth in Item 14 are o	made in the contract/order no	. In Iter	m 10A.			
8 The above numbered contract/order data, etc.) set forth in item 14, pursua	er is modified to reflect the ad	iministr	rative change	85 (1	ruch as changes in pa	sying office, appropriation
C. This supplemental agreement is er	nice the auriority of 27 DCM	H, Chi	ipier 36, Sec	noux	3801.2.	
		.,				
D. Other (Specify type of modification	and authority)					
E. IMPORTANT: Contractor is n	ot. x is required to sig	on this	document a	nd r	edum 4	copy to the issuing office
14. Description of amendment/modification (O						
			incoming ac	TO SERVICE	silon contrast subject	moner wile residue ;
Announcement No. GF-2018-B-0005 (	for Bertie Backus "CAUS	SES"	Kitchen Re	eno	vation at the Univ	ersity of the District of Columbia
is hereby amended as follows:						
<b>.</b>						
1) Addendum One "Scope Clarification	ns" (Attachment A) locat	led at	4200 Con	nec	ticut Avenue N.W	., Bldg. 39,
Suite 200C Washington DC, 20008	the a					8
2) Questions & Answers (Attachment						
3) Final site visit will be held between	9:00am - 10:00am on Fr	nday,	December	15	, 2017.	
<ol> <li>The closing date for submission of a 2017 by 2:00PM.</li> </ol>	Digs is excended that i.u	ioay, i	December	13,	, 2017 to Friday, 1	hursday December 21,
5) All other Terms and Conditions ren	nain the same					
, , , , , , , , , , , , , , , , , , , ,	mili un omite.					
						4
E	Al		. 72.			
Except as provided herein, all terms and condi-	tions of the document referen					and in full force and effect
15A. Name and Title of Signer (Type or print) Vijay Kasimsetty, Vice Presi	dent	- 6	oa, Name ol Iddie Whitek		ntracting Officer	19742565
158. Name of Contractor	15C, Date Signs		6B. District of	_	olumbia	16C. Date Signed
b. l. A. Ma	10 01 1		1.1-		MILLA	
WWW WILL	12/21/	7	Endan		1 State	11-13-17
(Signature of person au	morezed to sign)		W	-	(Signat	ure of Contracting Officer)

AMENDMENT OF SOLICITAT	TON/MODIFICATION OF	CONTRACT	1. Contract Number	Page of Pages
2. Amendment/Modification Number	3. Effective Date		archase Request No.	1 1 5. Solicitation Caption
				Berile Backus "CAUSES" Kilchen
GF-2018-B-0005-005	December 18, 2017			Renovation
i. Issued By:	Code	7. Administe	red By (If other than line	8)
University of the District of Columbia Capital Procurement Division			of the District of Columbia	3
4200 Connecticul Avenue, NW, Room (	C/D4		ocurement Division recticut Avenue, NW	
Suilding 38		Building 38		
Washington, DC 20008		Washingto	n. DC 20008	
B. Name and Address of Contractor (No.	Street, city, country, state and Zif		(X) 9A. Amendment of S	olicitation No.
Commun. In a			GF-2018-8-0005	
Consys, Inc.		3	9B. Dated (See Item)	11)
732 Kennedy Street, NW			November 8, 2017	
Washington, DC 20011			10A. Modification of	Contract/Order No.
Code	Facility		10B. Dated (See Hen	1 13)
	11. THIS ITEM ONLY APPLIES	TO AMENDMENT	S OF SOLICITATIONS	
The above numbered solicitation is am	anded as set forth in Item 14. The	hour and date spec	ised for receipt of Offers	is extended. x is not extended.
Offers must acknowledge receipt of the	is amendment prior to the hour a	and date specified in	n the solicitation or as am	ended, by one of the
following methods: (a) By completing	items 8 and 15, and returning	<u>5</u> copi	es of the amendment: (b)	By acknowledging receipt of this
amendment on each copy of the offer amendment number. FAILURE OF YO	Submitted; of (c) by separate left	ler or tax which inc	udes a reference to the s	olicitation and
PRIOR TO THE HOUR AND DATE S	PECIFIED MAY RESULT IN DEL	BE KECEIVED VI	THE PLACE DESIGNAT	ED FOR THE RECEIPT OF OFFERS
an oner already submitted, such chan	ge may be made by letter or fax. :	provided each lette	or lelegram makes refe	rence to the
solicitation and this amendment, and	is received prior to the opening he	our and date specif	ied.	i managanan di Angaran di Managanan di Manag
2. Accounting and Appropriation Data (If	Required)			
42	THIS ITEM APPLIES ONLY TO			
13.	IT MODIFIES THE CONTRACT	MODIFICATIONS (	OF CONTRACTS/ORDER	(5,
A. This change order is issued pu	revent to: (Specify Authority)	ONDER NO. AS D	ESCRIPED IN ITEM 14	
The changes set forth in Hem 14 a	are made in the contract/order no.	. in item 10A.		
8. The above numbered contract/	order is modified to reflect the ad-	ministrative chance	s (such as changes in pa	rying office, appropriation
dale, etc.) set forth in Hem 14, pur	issant to the authority of 27 DCM	R, Chapter 36, Sec	tion 3601.2.	
C. This supplemental agreement	s entered into pursuant to authori	ity of:		
D. Other (Specify type of modifica	tion and authority)			
. IMPORTANT: Contractor				
	is not, x is required to sig			copy to the issuing office.
<ol> <li>Description of amendment/modification</li> </ol>	(Organized by UCF Section hea	dings, including sol	icitation/contract subject	matter where feasible.)
nnouncement No. 05 GE-2019 D	MAS for Postic Bealing #C	ALICECH VII-L-	- Dan	
Announcement No. 05_GF-2018-B Columbia is hereby amended as foll	OUD IOI BEILIE BRCKUS C	MOSES, MICHE	n Kenovation at the U	niversity of the District of
orminoid is increasy afficilited as foll	OWS;			
) Addendum 02 "Construction Spe	cifications are beach, delete	ed oversie odt 4.4	Manharan AN	
) The closing date for submission	of hide is extended from The	eu or reviseu" (A	.:::::::::::::::::::::::::::::::::::::	4.994
) All other Terms and Conditions	the came	ursday, Decembe	ET 21, 2017 to 2:00PM	1 Inursday, January 4, 2018.
) The base Terms and Conditions	cinatii tile saine.			
			76	
xcept as provided herein, all terms and co	additions of the document referen	and in Ham (Of ac	IDA)	
<ol> <li>Name and Title of Signer (Type or prin</li> </ol>	nl)	16A, Name of	Contracting Officer	and an ion loace and eliect
Vijay Kasimsetty, Vice P	resident	Eddie Whitake		
5B. Name of Contractor	15C. Date Signa			16C. Date Signed
A. I. I. MA	12/21/1	7 01	1111	
(/W/W/W/11)	2000	الماملا	1.04	12-18-11
tograture of person	n authorized to sign)		(Signal	also of Contracting Officer)

AMENDMENT OF SOLICITATIO	N/MODIFICATION OF	CONTRACT	1. Contract Number	Page of Pages			
2. Amendment/Modification Number			uchase Request No.	1 1 5. Solicitation Caption			
1	5 VOTE 100 100 100 100 100 100 100 100 100 10		a a mare i residente i 10.	Bertle Backus "CAUSES" Kitchen			
GF-2018-B-0005-006 6. Issued By:	January 3, 2018			Renovation			
University of the District of Columbia	Code	7. Administe	red By (If other than line	6)			
Capital Procurement Division			of the District of Columbi ocurement Division	3			
4200 Connecticut Avenue, NW, Room C/D	•		ecticul Avenue, NW				
Building 38		Building 3					
Washington, DC 20008			n, DC 20008				
8. Name and Address of Contractor (No. Stre	et, city, country, state and ZIP (	Code)	(X) 9A. Amendment of S	iolicitation No.			
CONSYS, Inc.			GF-2018-B-0005 9B Dated (See Hem	44)			
732 Kennedy Street, NW			November 8, 2017	11)			
Washington, DC 20011		1	10A. Modification of	Contract/Order No.			
Code	Facility		10B. Dated (See Hen	n 13)			
	T. THIS ITEM ONLY APPLIES T	OAMENDMEN	C OF COLICITATIONS				
X The above numbered solicitation is amend	ed as set forth in Item 14. The ho	sur and dale sner	Red for receipt of Office	x is extended. Its not extended.			
Offers must acknowledge receipt of this s	imendment prior to the hour and	dala specified h	the solicitation or as am	ended, by one of the			
Toxowing methods: (a) By completing Item	ns 6 and 15, and reluming	5 cool	es of the amendment: this	By acknowledging moulet of this			
amendment on each copy of the offer sul	omitted; or (c) By separate letter	or fax which inci	exten a reference to the e	olicitation and			
amendment number. FAILURE OF YOUR	ACKNOWLEDGEMENT TO BI	E RECEIVED AT	THE PLACE DESIGNAT	ED FOR THE RECEIPT OF OFFERS			
PRIOR TO THE HOUR AND DATE SPEC an offer already submitted, such change of	JITIEU MAT KESULI IN REJEC May be made by letter or few pe	TION OF YOUR	OFFER. If by virtue of th	is amendment you desire to change			
solicitation and this amendment, and is re	ceived orior to the openion hour	rand data saedi	s ot mindlatti triaker tele	rence to the			
12. Accounting and Appropriation Data (If Rec	quired)	Old Gall Specia	nesi.				
13. TH	IS ITEM APPLIES ONLY TO M	DOIFICATIONS	OF CONTRACTS/ORDER	tš.			
A. This change order is issued pursua	MODIFIES THE CONTRACT/O	RDER NO. AS D	ESCRIBED IN ITEM 14				
The changes set forth in Item 14 are	eni ka: (opecny Ausnony) made in the contractionies no. is	Non- 404					
B. The above numbered contract/orde	or is modified to reflect the admi	nistrativa chance	e feuch as changes in as	adas afficia successfullas			
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 es	nered into pursuant to authority	of:	25.00				
D. Other (Specify type of modification	and authority)						
E. IMPORTANT: Contractor lis n				copy to the Issuing office.			
14. Description of amendment/modification (O	rganized by UCF Section headin	igs, including so	icitation/contract subject	matter where feasible.)			
Announcement No. 06_GF-2018-B-00	05 for Bertie Backus "CAL	JSES" Kitche	n Renovation at the U	Iniversity of the District of			
Columbia is hereby amended as follow	<b>S</b> :						
IN The clasion data for submission and				3			
1) The closing date for submission of t	ikas is extended from Thurs	day, January	t, 2018 to 2:00PM Ti	uesday, January 9, 2018.			
2) All other Terms and Conditions ren							
2) An outer Terms and Conditions ten	iain uic same.						
ween as provided harple of forms and condition	None of the document where	d to how the					
Except as provided herein, all terms and conditions. I SA. Name and Title of Signer (Type or print)	AND SOUTHWEST TRIBUSIONS	160 Nume of	IGA) rumain unchanged a Contracting Officer	nd in full force and effect			
Vijay R. Kasimsetty / VF		Eddle Whitake					
159. Name of Contractor	15C. Data Signed	16B District o		15C. Data Signed			
V7.7PW							
Linkstan	01/08/2018	Calala	114	1/3/18			
(Signature of person aut	horized to eign)	CON	WV (Signate	re of Contracting Officers			

2. Amendment/Modification Number		OF CONTRACT	1. Contract Number	Page of Pa	
Section of the sectio	3. Effective Date	4. Requisition/P	urchase Request No.	5. Solicitation Caption	3.
GF-2018-B-0005-007			•	Bertle Backus CAUSES	Kitchen
6. Issued By:	January 5, 2016			Renovation	
University of the District of Columbia	Code	7. Administe	red By (If other than line (	3)	
Capital Procurement Division			of the District of Columbia	1	
4200 Connecticut Avenue, NW, Room C/04			Capital Procurement Division 4200 Connecticut Avenue, NW		
Building 38			Building 38		
Washington, DC 20008		Machinete	n, DC 20008		
B. Name and Address of Contractor (No. Str	reet, city, country, state and		(X) 9A. Amendment of S	olicitation No.	
CONSYS, Inc.		·	GF-2018-B-0005		
732 Kennedy Street, NW			9B. Dated (See Item	11)	
Washington, DC 20011		ĺ	November 8, 2017		
			10A. Modification of C	Contract/Order No.	
		i	10B. Dated (See Item	400	
Code	Facility		IVO. Dales (Sea Rem	13)	
	11. THIS ITEM ONLY APPL	ES TO AMENDMENT	S OF SOLICITATIONS		
I ne above numbered solicitation is amen	ded as set forth in item 14. T	he hour and data ence	Mad for residue of Office.	X is extended. Is no	t extended.
Chiera Hirst STYLLOMEODS LECSIOL OF LIFE	amendment prior to the hou	r and date specified is	i the solicitation or as am	ended, by one of the	
INVESTIGATION OF CONTRACTOR REPORTS	ims d and 15. and fekimina	S cont	to of the second-out to	The market was done to be a second as	of this
amendment on each copy of the offer su	ubmitted; or (c) By separate	lating of fav subject is al		md 44 A4	
Smendment number, FAILURE OF YOU PRIOR TO THE HOUR AND DATE ORE	R ACKNOWLEDGEMENT T	O BE RECEIVED AT	THE PLACE DESIGNATE	ED FOR THE RECEIPT O	F OFFERS
PRIOR TO THE HOUR AND DATE SPE an offer already submitted, such change	CILIED MAT KESULI IN KI	EJECTION OF YOUR	OFFER. If by virtue of thi	s amendment you desire	to change
solicitation and this amendment, and is	received prior to the openion	ix, provided each lelia Libbur and data esseil	r or telegram makes refer	ence to the	
2. Accounting and Appropriation Data (if Re	equired)	I NOW STO DESS SPECIA	84.	<del>_</del>	
	<u> </u>				
13. Tī	HIS ITEM APPLIES ONLY T	O MODIFICATIONS	F CONTRACTS/ORDER	S.	
IA Tale change of the first	MODIFIES THE CONTRAC	CT/ORDER NO. AS D	ESCRIBED IN ITEM 14		
A. This change order is issued pursu	sant to: (Specify Authority)				
The changes set forth in Hern 14 are	made in the contract/order	no. in Item 10A.			
B. The above numbered contract/ord date, etc.) set forth in item 14, pursu	ent in the authority of 27 DC	administrative change	s (such as changes in pay	ring office, appropriation	
C. This supplemental agreement is a	intered into pursuant to suth	mrt, Chapter 36, Sec	nori 3601.2.		
-0 mm <sup>-</sup> mi m m m	100000	,			
D. Other (Specify type of modification	n and authority)	υ,			
		· · · · · · · · · · · · · · · · · · ·			
important: Contractor is	not, x its required to	sign this document ar	d return5_c	opy to the issuing office.	
important: Contractor is	not, x its required to	sign this document ar	od return 5ci	opy to the issuing office.	
IMPORTANT: Contractor is:	not, x is required to Organized by UCF Section In	eadings, including sol	citation/contract subject m	natter where feasible.)	
IMPORTANT: Contractor is it. Description of amendment/modification (Connouncement No. 07_GF-2018-B-06	not, x its required to Organized by UCF Section in 005 for Bertie Backus "	eadings, including sol	citation/contract subject m	natter where feasible.)	et of
IMPORTANT: Contractor is it. Description of amendment/modification (Connouncement No. 07_GF-2018-B-06	not, x its required to Organized by UCF Section in 005 for Bertie Backus "	eadings, including sol	citation/contract subject m	natter where feasible.)	ct of
IMPORTANT: Contractor is a contractor is a contractor is a contractor is a contractor in the contractor in the contractor is a contractor in the contractor in the contractor is a contractor in the contractor in the contractor in the contractor is a contractor in the contractor in the contractor in the contractor is a contractor in the contr	not, x is required to Organized by UCF Section in 005 for Bertie Backus "(	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor is it. Description of amendment/modification (Connouncement No. 07_GF-2018-B-06 olumbia is hereby amended as follows). The closing date for submission of	not, x is required to Organized by UCF Section in 005 for Bertie Backus "(ws:	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor list  I. Description of amendment/modification (Contractor list  Innouncement No. 07_GF-2018-B-04  Olumbia is hereby amended as follow  The closing date for submission of the closing date for submission date for submiss	not, x its required to Organized by UCF Section in 1005 for Bertie Backus "Cays: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor list  I. Description of amendment/modification (Contractor list  Innouncement No. 07_GF-2018-B-04  Olumbia is hereby amended as follow  The closing date for submission of the closing date for submission date for submiss	not, x its required to Organized by UCF Section in 1005 for Bertie Backus "Cays: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor is it. Description of amendment/modification (Contractor is it. Description of amendme	not, x its required to Organized by UCF Section in 1005 for Bertie Backus "Cays: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor list  I. Description of amendment/modification (Contractor list  Innouncement No. 07_GF-2018-B-04  Olumbia is hereby amended as follow  The closing date for submission of the closing date for submission date for submiss	not, x its required to Organized by UCF Section in 1005 for Bertie Backus "Cays: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
important: Contractor list  it. Description of amendment/modification (Contractor list  innouncement No. 07_GF-2018-B-04  columbia is hereby amended as follow  The closing date for submission of the closing date for submission date for submi	not, x its required to Organized by UCF Section in 1005 for Bertie Backus "Cays: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor is it. Description of amendment/modification (Contractor is it. Description of amendme	not, x its required to Organized by UCF Section in 1005 for Bertie Backus "Cays: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor list  I. Description of amendment/modification (Contractor list  Innouncement No. 07_GF-2018-B-04  Olumbia is hereby amended as follow  The closing date for submission of the closing date for submission date for submiss	not, x its required to Organized by UCF Section in 005 for Bertie Backus "( vs: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
important: Contractor list  it. Description of amendment/modification (Contractor list  innouncement No. 07_GF-2018-B-04  columbia is hereby amended as follow  The closing date for submission of the closing date for submission date for submi	not, x its required to Organized by UCF Section in 005 for Bertie Backus "( vs: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor is in the contractor is in the contractor is in the contractor in the contractor is in the contractor in the contractor in the contractor is in the contractor in the cont	not, x its required to Organized by UCF Section in 005 for Bertie Backus "( vs: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor is in the contractor is in the contractor is in the contractor in the contractor is in the contractor in the contractor in the contractor is in the contractor in the cont	not, x its required to Organized by UCF Section in 005 for Bertie Backus "( vs: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor is in the contractor is in the contractor is in the contractor in the contractor is in the contractor in the contractor in the contractor is in the contractor in the cont	not, x its required to Organized by UCF Section in 005 for Bertie Backus "( vs: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
IMPORTANT: Contractor list  I. Description of amendment/modification (Contractor list  Innouncement No. 07_GF-2018-B-04  Olumbia is hereby amended as follow  The closing date for submission of the closing date for submission date for submiss	not, x its required to Organized by UCF Section in 005 for Bertie Backus "( vs: bids is extended from T	eadings, including soli CAUSES" Kitcher	cliation/contract subject in Renovation at the Ur	natter where feasible.)	
is in the closing date for submission of Additional Questions & Responses All other Terms and Conditions read	not, x its required to Organized by UCF Section in 005 for Bertie Backus "(ws: bids is extended from Til. main the same.	nadings, Including soli CAUSES" Kitcher Tuesday, January 9,	Renovation at the United States of the United State	natter where feasible.)  niversity of the Distriction of the Districti	
IMPORTANT: Contractor is in Description of amendment/modification (Connouncement No. 07_GF-2018-B-06 olumbia is hereby amended as follows). The closing date for submission of Additional Questions & Responses All other Terms and Conditions remains a provided herein, all terms and conditions.	not, x its required to Organized by UCF Section in 005 for Bertie Backus "(ws: bids is extended from Til. main the same.	nadings, Including soli CAUSES" Kitcher Tuesday, January 9,	Renovation at the United States of the United State	natter where feasible.)  niversity of the Distriction of the Districti	
important: Contractor is it. Description of amendment/modification (Connouncement No. 07_GF-2018-B-06) olumbia is hereby amended as follows: The closing date for submission of Additional Questions & Responses All other Terms and Conditions remains and Conditions remains are conditions.	not, x its required to Organized by UCF Section in 005 for Bertie Backus "(ws: bids is extended from Til. main the same.	nadings, including soli CAUSES" Kitcher Tuesday, January 9, Tuesday, January 9,	Renovation at the United States of the United State	natter where feasible.)  niversity of the Distriction of the Districti	
IMPORTANT: Contractor is a condition of amendment/modification (Connouncement No. 07_GF-2018-B-06) olumbia is hereby amended as follows: The closing date for submission of Additional Questions & Responses All other Terms and Conditions read the c	not, x is required to Organized by UCF Section in 005 for Bertie Backus "(ws: bids is extended from Tis. main the same.	eadings, including soli CAUSES" Kitcher wesday, January 9, weed in Item (9A or 1 16A. Name of 0 Eddie Whitaker	Renovation at the United States of the United State	natter where feasible.)  niversity of the Distriction of the Districti	
IMPORTANT: Contractor is it. Description of amendment/modification (Connouncement No. 07_GF-2018-B-06 columbia is hereby amended as follows). The closing date for submission of Additional Questions & Responses. All other Terms and Conditions read the Conditions read	not, x its required to Organized by UCF Section in 005 for Bertie Backus "(ws: bids is extended from Til. main the same.	eadings, including soli CAUSES" Kitcher Juesday, January 9, Juneary 9, Hoced in Name of (Eddie Whitake)	Renovation at the United States of the United State	natter where feasible.)  niversity of the District of the Dist	18.
IMPORTANT: Contractor is it. Description of amendment/modification (Connouncement No. 07_GF-2018-B-06 columbia is hereby amended as follows). The closing date for submission of Additional Questions & Responses. All other Terms and Conditions read the Conditions read	not, x is required to Organized by UCF Section in 005 for Bertie Backus "Cars: bids is extended from Tis. main the same.	eadings, including solic CAUSES" Kitcher uesday, January 9, miced in Itam (9A or 1 16A. Name of Ceddle Whitaker and 16B. District of the control of the cont	Renovation at the United States of the United State	natter where feasible.)  niversity of the District of the Dist	
t. Description of amendment/modification (Connouncement No. 07_GF-2018-B-06 columbia is hereby amended as follows). The closing date for submission of Additional Questions & Responses. All other Terms and Conditions read to the Terms read t	not, x its required to Drganized by UCF Section in 005 for Bertie Backus "Gys: bids is extended from Tis. main the same.	eadings, including solic CAUSES" Kitcher uesday, January 9, miced in Itam (9A or 1 16A. Name of Ceddle Whitaker and 16B. District of the control of the cont	Renovation at the United States of the United State	netter where feesible.)  niversity of the Districts  rsday, January 11 20  d in full force and effect	18.



# 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
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: 1 2 7 4 466.00
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: 188 VC & NT PROJECT END DATE: 180 days from NT
EMPLOYER START DATE: I SO days from NTF
1000114
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 NIMBER: 202-439-4123
LOCAL SMALL DISADVANTAGED BUSINESS ENTERPRISE (I SOBEL CERTIFICATION
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION NUMBER: LSDZ65762042017
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION NUMBER: LSDZ65762042017 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER:
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION NUMBER: LSDZ65762042017 D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER:
LOCAL, SMALL, DISADVANTAGED BUSINESS ENTERPRISE (LSDBE) CERTIFICATION NUMBER: LSDZ65762042017

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 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
    Page 1 of 11 First Source Agreement Serviced 2013

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.
- 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.
- Government-assisted project or contract (Project) means any construction or nonconstruction 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

Page 2 of 11

First Source Agreement Restant 2013

District vocational rehabilitation program;

- 5. Unemployed for 6 months or more in the last 12-month period;
- 6. Homeless;
- A participant or graduate of the Transitional Employment Program established by § 32-1331; or
- An individual who qualified for melusion 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:
  - A projection of the total number of hours to be worked on the project or contract by trade:
  - 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;
  - 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;
  - 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;
  - 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;
  - A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;
  - Descriptions of the skill requirements by job title or position, including industryrecognized 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:
- A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors:
- The designation of a senior official from the general contractor who will be responsible for implementing the hiring and reporting requirements;
- 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;
- 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. Ther 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.
- 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:
  - Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 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 1.N., above.
- B. The EMPLOYER will post all job vacancies with the Job Bank Services of DOES at <a href="http://does.dc.gov">http://does.dc.gov</a> 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 S5 million or more shall meet the following hours worked percentages for <u>all</u> jobs created by the Project:
  - At least 20% of journey worker hours by trade shall be performed by DC residents:
  - At least 60% of apprentice hours by trade shall be performed by DC residents;
  - At least 51% of the skilled laborer hours by trade shall be performed by DC residents; and
  - 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:
  - 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:
  - 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.
- 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.
- 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:
  - 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
  - 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:
  - EMPLOYER demonstrated a good faith effort to comply, as set forth in Section C, below; or
  - EMPLOYER is located outside the Washington Metropolitan Statistical Area and none of the contract work is performed inside the Washington Metropolitan Statistical Area.
  - 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:

- Whether the EMPLOYER posted the jobs on the DOES job website for a minimum of IO calendar days;
- Whether the EMPLOYER advertised each job opening in a District newspaper with city-wide circulation for a minimum of 7 calendar days;
- 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;
- Whether the EMPLOYER contacted churches, unions, and/or additional Workforce Development Organizations;
- 6. Whether the EMPLOYER interviewed employable candidates;
- 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;
- Whether the EMPLOYER substantially complied with the relevant monthly reporting requirements set forth in this section;
- 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:
  - Review all contract controls to determine if Prime Contractors and Subcontractors are subject to DC Law 14-24.
  - Notify stakeholders and company officials and establish meetings to provide technical assistance involving the First Source Process.

Page 9 of 11

First Source Agreement Record 2013

- Make regular construction site visits to determine if the Prime or Subcontractors' workforce is in concurrence with the submitted Agreement and Monthly Compliance Reports.
- 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.
- 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.
- Monitor and complete statistical reports that identify the overall project, contractor, and sub contractors' hiring or hours worked percentages.
- 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 faisified 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% 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.

t hereby certify that I have the authority to bind the EMPL	OYER 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
V
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 RenoCONTRACT AMOUNT:
EMPLOYER CONTRACT AMOUNT:
PROJECT START DATE: I 53 WE of NIP PROJECT END DATE: 150 days fon NIP
PROJECT START DATE: 1884 ANTP PROJECT END DATE: 150 days from NTP EMPLOYER START DATE: 1584 ANTP 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				
В				
С				
D				
Е				
F				
G				
H				
I				
3				
К				

<u>CURRENT EMPLOYEES</u>: 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.

name of employee	CURRENT DISTRICT RESIDENT  VPlease Check	WARD
Jay Narain	N	4
Norris Aird	X	4
ReDina Canty	M	7

JUSTIFICATION SHEET: Please provide a detailed explanation of have any new hires on the Project.	why the Employer will not
	= = x == 1 == = = = = = = = = = = = = =
The published with the first from a second control of the second c	
	-

## **J.2.4**

# Bidder/Offeror Certification Form

#### BIDDER/OFFEROR CERTIFICATION FORM

	DIDDENOFFERUR	CERTIFICATION FORT	
The pertin(s) completing this form must be L		MPLETION  Return becomes and appropriate	
Every question ma: 1 be answered Each responsions only use a Social Security murder of the section of artists with the section of the section	RE not must provide all relevant infor but are encouraged to obtain and o but are encouraged to obtain and pumbered responses—include the l	SPONSES  maken that can be obtained within the kepita se a federal Employer Identification Number lighter's offerne's mane at the top of each a second	(EIV) Provide any conformium at the end
This form contains 6 or (4) sections Section the Buy American Act (1 applicable) and Sec *not responsible 11 final and not appearable	concern the builder's offerer's tes	INSTRUCTIONS possibility. Section II includes addressed require Please note, a determination that	pained certifications. Section III relates to t a prosperiore contract is found to be
			or from a financial and found about
And the last the second	MPN.		- <del> </del>
Consys, Inc.		Selesation GF-2018-E	3-0005
Address of the Process Flace of Business (str 732 Kennedy Street, NW Wash		Telephone # and ent 202-545-1333	202-545-1339
Final Address vijay@consys-inc.net		Web-zr www.consys-inc.net	
Additional Legal Buriners Entry Identities (f	applicable, list any other DHA. To	ade Harne, Furmer Name, Other Identity and	EIN used in the last fix e (5) years and the
Гуре	None	EN	Status
N/A	N/A	N/A	
I Husmess Type (Please theck the appropria	ne box and provide additional info	multion of necessary )	1
☑ Corporation (including PC)		(Tate of Incorporation	
D Joint Venture		Date of Organization	
Limited Liability Company (LLC or PLL)	1	Date of Organization	
Neaprofit Organization		Date of Organization	
Partnership (methoding 1.1.1° LP or Genera	t <sub>)</sub>	Date of Registration as I-stablishment	
Sele Proprietor		How many years in business?	
Other		Dair established!	
l'"Other," please explain			
2 Was the budder's offerer's business farmed			⊠ Yes 📑 No
f "No" to Subject 12, provide the jurisdiction he applicable jurisdiction and a certified Appli	winis we make 3 dispers the Orsh	so was sometiment or mustipurated. Attach a Cert ict. or provide an explanation of the documen	Hacalt of Letter of Good Standarg (rum is any not available
State		Country	
Please provide a copy of each District of C     Subpart 1 2) If the bidder offerer is not pro     Certify its learns to obtain the necessary lice	riding a cupy of his license, regnic mise, registration or carufication p	ation or certification to transact business an th	y faw to obtain (other than those provided to Dutrict of Columbia, it shall either
b) Explain its exemption from the requiremen			

1.4 If your company its principals abareholders directors, of employees own an inserest of lave a projector in another entity in the same or similar line of business as the Bidder Offerne please derivibe the affiliation in detail					
1.5 If any officer director, visareholder or anyone holding a Francial interest in the Bidder Officror has a relationship with an employment agency for whom the Department is procuring pounds or s. maces please describe the nature of the relationship or detail	lay ee	of the De	parme	Al of Say	
PARTIS INDIVIDUAL RESPONSEBIETY	-		-		
	-			-	
Wellin the past five (3) years, has any current or former owner partner director, officer principal or any person in a passetion or an			. المستما		
contently or featurely having the authority to sign execute or appears back proposals, contents of supporting documentation on be	paj o	the bul-	enestran Ler offe	tet with swal	
2   Been sanctioned or proposed for sanction relative to any business at professional permit or beente?	0	Yes (X	No		
2.2 Been under suspension, deborment, valuatary exclusion or determined meligible under any federal. District or state statutes?	1	Yes (Y	No		
2.3 Been purposed for suspension or debarrager <sup>4</sup>	ᅳ	Yes (N	_		
2.4. Been the subject of an onvestigation, whether open creatised by any government entity for a cred or creating sudding for only	⊢	Yes 🖄			
husaness-sclated conduct?  2.5 Been charged with a total concessor or fellow, teachered, gratted immunity, convicted of a crienc, or subject to a judgment or a	-	_			
ples hargain for (a) Any business-related activity, or	_	Yes 🖰	No		
(b) Any cross the underlying conduct of which was related to truthfulness."					
16 Hern suspended concelled, terminated or found non-responsible on any government contract, or had a sweety called upon to complete an an article contract?	0	Yes 🖔	No		
Please provide an explanation for each "Yes" in Pari 2	_				
9 I in the just ten (10) years has the Bodder Offer a had a contract a transmill, in whole or an part, for any reason't if an describe ex	ch su	h descrip	MAST ICE	ist desaid	
2.6 in the past trin (10) years has the Builder (Hieror ever been assessed inquidated damages cours to be procure costs to complete, a constant "if yo, describe each such assessment on Jenus	or any	other mo	netary	ibmages vader	
Walton the grant five (5) years, has the badder of fatte					
and the fall bear, we make difficult					
1.1 Been under suspension deborment, voluntary exclusion or determined incligable under any federal. District or state statutes?	0	Yes (X	No	N/A	
1.2 Been proposed for suspension or debarracus*	0	Yes IX	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	-	Man Ph	45-		
3.4 Been sharped with a meshenessor or felony tradected granted immunity, continued of a crime, or subject to a pudgment or		Yes (3			
plea burgain for (a) Any business-related activity, or	u	Yes 🖔	No		
(b) Any crane the underlying cumber of which was related to trathfoliums.					
The second secon					
3.5 Deca desqualified or proposed for disqualification on any government permit or facence*	0	YES (2)	No	N/A	
3.4. Been dented a contract award ten whole or in part, for any crasson) or had a had or proposal rejected based upon a non- responsibility finding by a government crusty. If so theserobe each such occurrence in detail	0	Yes 🐼	No		
3.7 I fail a low but or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business		. 12			
Enterprise goal or statutory affirmative action requirements on a previously held contract*		te Ki	Ng		
18 Brea suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to					
complete on an article emerace?		Yes 👸	Na		

Please poutule an explanation for each "Yes" in Part 3				
PART 4: CERTIFICATES AND LICENSES  Has the builder's fleror				
4.1 Had a denial decembrance acrossma or forfature of D struct of Columbia certification of any Certified Bostocia Enterpris	10	Yes (3	Mo	N/A
Please provide an explanation for "Yes" at Subpart 4.1	10	101	-	24/21
4.2 Please provide a copy of the bedder/sofferor's District of Columbia Office of Tax and Revenue Tax Certification Affidanti				Signal Control
Within the past five (5) years, has the bubber offeror				
\$ 1 Itad any here or judgments (not including UCC filings) filed against at which remain undischarged	-			20/03/9
and the same of th	0	Yes 🚰	No	N/A
N'Yes" to Subpart \$ 1, provide an explanation of the range(s), relevant dates the Lieu Holder or Claimant's name, the amount of the	e lien	(e) and sh	e cunteri	status of the
5.2. Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service		- 15		
Contract Act on the Danis-Bacon Act 1		Yes 🔯	No	
5.3 Account any OSHA existing and Notification of Penalty Containing a violation classified as sengest or willful?	6	Yes M	No	
Please provide an explanation for each "Yes" in Part 5				
5.4 Engaged in Integration with any grocumental entity. If the picase identify and or describ, all discarded and pending historian		da	-11	
binarial to intainers pending before any floarits of Contracts Appeals	ng/ar (	CIZZINS IN	CHILDING T	out part
White Printer and the Printer				
is f. Within the past five (5) years, has the Budder Officiar received any farmed unveiled factors, performance accommented form new		Yes 19	Ma	
gaveraged entity on any content?			140	
If "Ves" to Subpart 6.1, provide an explanation of the intuc(s), relevant dates the government entity on oficed, any remedial or com-	Ther.	nchante)	taken to	I the current
(Lades of the Issue(s).				and the beat
6.2 Eas the Builder Officiar ever been invested inquidated damages, costs to re-procure, costs to complete, or any other monetary				
dantages under a contract? If no, describe each meh assestment in detail		Yes (2		
If "Yes" to Subpart 6.2, provide an explanation of the insue(s) relevant dates, the government entity in nived, the amount observed	and th	C Custoni	status of	the msuc(s)
63. Within the fact seven (7) years, has the bidder offerne mutated or been the subject of any hank-rapicy proceedings, whether or				
and clinical or to any handstupicy practicaling penaling?		Yes (2	No	
19903				
If "Yes" to Subpart 6.3, provide the bankrapacy chapter marker, the court name and the docket number disdicate the current status "newdags" or "closed".	of the	hacter	igt sa "jo	entered."
6.4 During the past stree (3) years, has the basker's flower fasted to file a tax retorn or pay taxes required by federal, state Destruct		v	_	_
of Culumbia er local Ires?	<u>-</u>	TE Č	No	
If "Vex" to Subport 6-4, provide the taxing jurisdiction, the type of fax, the kelelety year(s), the fax kallelety amount the booker office status of the lax hability	r fade	n to tile, b	uy and il	he current
60 C C C C C C C C C C C C C C C C C C C				
6.5 During the past three (3) years, has the bidderinfferor fieled to file a Distinct of Columbia tearingle/ment informer section or	_			
failed to pay District of Columbia unemployment insurance?		Yes 🔯		
If "Yes" to Subpan 6.5, provide the years the bibber offeror failed to file the return or pay the susurance, explain the situation and as	, ca	edal pre	DITECTIVE	nemon(s)
taken and the current status of the (same(s),				
66 During the part there (3) years, has the hidder 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?	_	Was 197	Ma	
service, me answere or commonst tripes of 143 and Revenue and the Department of Employment Services"	U	Yes (X	uni	
If "Yes" to Subport 6.6 provide the years the bidder offeror failed to comply with the payment agreement expline the attaction and	_		-	
then and the current status of the Jean-to).	my re	trickal er	CORPORAL PROPERTY.	e action(s)

6.7 Indicate whether the builder afferor owes a	by outstanding debt to any state. federa	dur Distinct of Columbia con comment	
L		<del>-</del>	☐ Yes 😤 No
if "Yes" to Subpart 6.7, provide an explanation starm of the assur(s)	or the streets) relevant dates, the gove	ammont stillly in placed any tempological critical	come action(s) taken and the curren
8 During the part three (3) years. Has the bid	ics official peen andded by any covern	ment extery	LJ Yes X No
(a) If "Ves" to Subpart 6 8, did any audit of the diegal acts, significant violations of provisions	bulder offerer identify any significant	deficiencies in internal controls fraud or	☐ Yes X Na
		·	
<ul> <li>(h) If "Yes" in Subpart 6 B(a) provide an explanation makes of the issue(s)</li> </ul>	nation of the models), relevant dates, th	or government entity involved, any tempolol	or corrective action(a) taken and the
rances errics at our tarnels)			
Andrew March 1990 1915			
I What if your organization's Design Caracity	(Intal labor hours) to conduct or nurse	hasiness with the Demonstration of Co.	throng (DGS) on the summer Court
year! Design expansy is calculated by multiply Person's completing this form may be required:	St lik kithi gwaher of company emole	tares also breated to a constant of the of the land	attack to the second
(a) Construction	Labor hours		
[b] Non-Cunstruction	Labor Incurs		
2 In the table below, please has	ASSESS AND ACCURATE		
(1) The select contracts your organic	ation currently holds with the Departm	ent of General Services, please include the	
contract number(s) as a part of your (2) The number of labor boars your	strategation has allocated to each action	e contract within the current fiscal year	
(Note: if more entires are required p	leuse but an an amached addendum to t	lere shottement)	
	Contract Number	Labor Hours Allocated	
ARTER OF THE PERSON OF THE PER			
i.) In accombance with the requirement of Section plate any response provided in Section ( of the	n 19110) of the Procurement Practices form during the term of this contract	Reform Act of 2010 (D.C. Official Code. §	2-153 62), she bodder officer shall
n) Willon sixty (60) days of a material change to	a response, and		
b) Prior to the exercise of an option year contra	Name and the same and the same and		
Anna ann ann an Airtean an Airtean	The state of the s		
1 Indicate whether the hidder offerer asserts the inclusive under the District of Columbia Freedo	B di loiormatue Act (FDIA) affects.	Almah 16 1017 th C Law Loc Co.	□ Tcs (2) No
Micral Code (§ 2-531, et seq ) Include the que bether such information is, in fact, exempt from	thinn numbers at and emploise the beaut 1	he the closes. Athe Discours - Alabaman -	
200000	A Transport of the state of the state of	The Designation of the Party of	
and the first of the second beautiful		Marily Color of Color States	And the production
17. 1. 19.19年以来3万以北京市场企业公司公司、19.14、万元等、数十十		- Andrew Andrew Company of the second	
he builder of large certifies that 2 No person listed to clause 13 of the Semilard		- No. 7 - No. 2 - No. 2 - A	
3 The following person(s) lested in clause 13 as	the Standard Contract Provisions may	tes Not To Benefit, will benefit from this e	BARRACI
(clear (1))		Account many many emphasizes, the particular feet feet for	। प्रभव्याः अवस्था <b>पार</b> आस्त्रिश्च । स्थ्यप्रस्थ
(a)	N/A		i i
tb)	N/A		
			man and the same of the same o
he helder offene can her tier	THE RESIDENCE OF THE PARTY OF T		· · · · · · · · · · · · · · · · · · ·
The argusture of the bidder offeror is consider	red to be a certification by the signatur	y that	
(a) The contract proces have been arrived	at undependently without, for the purp	one of restricting competition any consultin	on cornemacation or agreement
(ii) Those prices (iii) The intention to submit a bul/pri			
(int) The methods or factors used to			, a
	Prompt on our complete		

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder offeror directly or indirectly to any other bidder offeror or competitat before budgeropous opening index others are required by law and

(c) No anterior has been made or will be scale by the bidder offeror to induce an author content to submit or not be subject to content to the purpose of restraining competition.

2.2. The signature on the bid proposal to considered to be a certification by the organiory that the signatury

(a) It the person in the budder's offeror a organization responsible for determining the processions offered in this contrast, and that the signatury has not participated and will not participate in any action contrary to subparagraphs 2. Halfel through talking above use

(b) Has been authorized in writing to act as an agent for the following principal in certifying that the principal list not participated, and will in a participate an any action contrary to subparagraphs 2 Mai(s) through (a)(iii) above

#### VIJAY KASIMSETTY

[lasers full name of persunts) in the organization responsible for determining the prices affered in this contract and the title of his or her position in the hables's afferor's organization]

- (1) As an authorized agent, certifies that the principals named to subparagraph 2.2(b) above have not participated, and will not participate in any action contrary to subparagraphs 2.1(a)(s) through (a)(iii) above, and
- (iii) As an operal has not participated and will not participate on any action contrary to subparagraphs 2 ((a)t) through (a)tin) above

  2.3. If the builder offerest deletes or modifies subparagraph 2 ((b) above the builder offeror must familia with its buil a segred statement setting forth in detail the
  correspondences of the disclosure.

#### 2.4 The Buider Officiar certifies that

(a) There are no other entities related to it that are responding to or hadding on the subject solucitation or invitation to but. Related entities include but are not limited to, any entity that shares management positions, heard positions abareholders or persons with a fluorical interest in the biolder Offeroy.

(b) There are no current or former owners partners inflicers threating principals managers employees or not persons with a financial interest in the Bridger Officers who have a firmerial interest in the request for proposal or invitation for bid or any arest tangible or intengable, arising unit of any contract or scripe of work related to the request for proposal or invitation for bid

With regards to 2-4 (b). If the Bridge Officer has knowledge of such a financial interest, please provide a detailed explanation

### DATE STANGET STANGE STANGE STANGE STANGE

3.1 hereby certify that I am fully aware of the contents of Mayor's Order \$5-\$5 and the Office of Human Rights' regulations in Chapter \$1 of the DCMR, and agree to comply with them while performing their contract

### The Committee of the Committee of the

4.1. Thereby certally that I am fully aware of the requirements of the Workforce Intermediacy Ettablishment 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 adoministed by the District government.

 $4\,2\,$  I certafy that the factual Employment Plan tubusited with ray but or proposal is true and a curate

# The second state of the second second

Most in Affan For Agreementha

1. The brider offeror certifies that each and product, except the end products intend below; is a domestic and product fas defined in Paragraph 23 of the Standard Contract Previouss, "Buy American Act"), and that components of polanous origin are considered to have been moted, produced or manufactured outside the Manical States.

N/A

**EXCLUDED END PRODUCTS** 

N/A

COUNTRY OF ORIGIN

because the property of the pr

if this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an animum that exceeds or may exceed \$10,900, and is subject to the Walsia-Healey Public Contracts Act. as amended (4) U.S.C. §§ 35-45; (the "Act", as used in this sention), the following terms and conditions apply

(b) All employees whose work relates to this control 50-202.21(44 U S C €40). Leatuers, student learn 50-202.3) to the same extent that such employment	ers, apprentices, and handscapped	workers may be employed at less than	the presented minimum wage (see 4) CFH
La established paint and the Street	SECTION V. CI	ERTHE GATION	oddastroom pres, cac
lextraction for Section 111: This suction must be	mapleted by all bisher/afferers.	Con- HARMONE AND A STATE OF THE PARTY OF THE	
I VIJAY KASIMSETTY Is true and accurate	), at the person authorized	to sign these certifications, hereby cer	tily that the information provided in this for
Hame (Prior and sign). VIJAY KASIMSETTY	wW	Telephone   202-545-1333	202-545-1339
Tele. VICE PRESIDENT		Email Address Vijay@cons	ys-inc.net
Duns Number (If Applicable):	102341	464	
Date The District of Columns to hereby authorized to so not more than \$1 000.00, imprisonment for not me	f Tifi the whow information with a re than 180 days, at bash, as pre	appropriate gaverament authorides. Pr	13 Penults for false asseuring to a fine of

## GOVERNMENT OF THE DISTRICT OF COLUMBIA

BID BOND	18 . 8						
(See Instructions on 2 <sup>nd</sup> page)	Date Bond Execute						
PRINCIPAL (Legal Name and Address)	(Must Not be Later Than Bid Opening Date)						
Consys, Inc.	TYPE OF ORGANIZATION ("X") [] INDIVIDUAL [] PARTNERSHIP						
732 Kennedy Street, NW	JOINT VENTU	DE		RPORATION			
Washington, DC 20011	STATE OF INCOM			RECKATION			
	PENAL SUM OF E		ION DC				
SURETY(IES) (Name(s) and Address(es))	AMOUNT NOT TO		·D			5% OF BID	
	MILLION(S)	THOUSAND		HUNDRED(S)	CENTS	4	
The Hanover Insurance Company	27			ITO/NO/NED(S)	CENTS	X	
440 Lincoln Street Worcester, MA 01653	BID IDENTIFIC	CATION	1				
Workester, MA 01033	BID OPENING	DATE	INVIT	ATION NO.			
	12/14/2012			GF-2018-B-00	05		
	12/14/2017			3. 2020 2 44			
Property and the second						A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
KNOW ALL MEN BY THESE PRESENTS, that we, to	the Principal and Surety(ie	s) hereto ar	firmly bou	nd to the University	Government, a	nunicipal	
corporation, hereinafter called "the University", in the jointly and severally; Provided that, where the Surety(	e above penal sum for the p lies) are cornorations acting	ayment of v	vhich we bin	d ourselves, our hei Euraties, blad ouese	rs, executors, and	l successors,	
"SEVETALLY" ONLY FOR the purpose of allowing a joint act	tion against any or all of us.	and for all	other numo	see anch Surety han	de itealf inimits -	ad consults.	
with the Principal, for the payment of such sum only a liability shall be the full amount of the penal sum.	s is set forth opposite the n	ame of such	Surety, but	if no limit of liabilit	y is indicated, the	limit of	
maninty shall be the full amount of the penal sum.							
THE CONDITION OF THIS OBLIGATION IS SUCH	I that whereas the Principa	l has submi	tted the bid	identified above. N	OW THEREFOR	E, if the	
Frincipal shall not withdraw said bid within the period	l specified therein after the	receipt of the	te same or	no neriod be specifi	ad within ninety	(OA) colondar	
days after said receipt, and shall within the period spec do so, furnish Performance & Payment Bonds with goo	citieu therejore, or, it no pe od and sufficient surety, as	rioa be spec may be real	illea, Within viced for the	ten (10) calendar d e faithful performer	ays after being co	illed upon to	
ine Contract, and for the protection of all persons supp	Siving labor and material in	the prosect	ution of the	work provided for i	n such Contract	e in the	
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							
VITTUE. 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							
Francipal may grant to the University, notice of which extension(s) to Surety (les) being berehy waived: Provided that such waives of notice shall apply only.							
with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.							
IN WITNESS WHEREOF, the Principal and Surety (le	es) have executed this bid b	ond and ha	ve affixed th	eir seals on the date	set forth above.		
1	PRINCII		1000	2000			
1. SIGNATURE	FRINCII		THE CO.				
1. SIGIRATORE		1. AT	TEST	(		rporate	
1 MM JONE		-10	7/	MAMAX	-	Seal	
Seal		1	PVV	10000			
Name & Title (typed)		Name	& Title	(typed)	1		
VIJAY R. KASIMSET	TV VA	PAT	China	A GATA	ILD.		
	1// 1	IVAU	SHUK	LA, SECT	/VI		
2. SIGNATURE		2. AT	TEST		Co	rporate	
		- A1	1101			Seal	
Seal						~~~.	
	Sente					Į,	
Name & Title (typed)		Name	& Title	(typed)			
			- 39				

## CERTIFICATE AS TO CORPORATION

I, RAJ SHUKLA certify the	CORPORA	ATE	,
Secretary of the Corporation, named as Principal herein, that behalf of the Principal, was then of said Corporation; that I know was duly signed and sealed for and in behalf of said Corporation corporate powers.  Secretary of Corporation	w his signature, and his signature to by authority of its governing body	, who signed thereto is genuing, and is within t	his bond, on e; that said bond he scope of its
SURETY(IES)			
Name & Address (typed)     The Hanover Insurance Company     440 Lincoln Street     Worcester, MA 01653	State of Inc.	Liability Limit \$136,684,000	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed) Courtney W. Jurge, Attorney-In-Fact 303 International Circle, Suite 160, Hunt Valley, MD 21030	Name & Address (typed) Mai-Ling Rodriguez, Assistant 303 International Circle, Suite : Hunt Valley, MD 21030	160	
1. Name & Address (typed)	State of Inc.	Liability Limit	Corporate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
INSTRU	UCTIONS		
<ol> <li>This form shall be used whenever a bid guaranty is required in 2. Corporations name should appear exactly as it does on Corpor face of this form. If practicable, bond should be signed by the of authority must be furnished. Such evidence should be in the Directors, or Extract of Bylaws, certified by the Corporate Se thereto. CERTIFICATE AS TO CORPORATION must be exactly as a corporation of the cor</li></ol>	rate Seal and inserted in the space President; if sig e form of an Extract or Minutes of cretary, or Assistant Secretary and ecuted by Corporate Secretary or ose appearing on the U.S. Treasures.	designated "Prined by other off fa Meeting of the di Corporate Sea Assistant Secre	ncipal" on the icial, evidence e Board of l affixed tary. List of
approved sureties and must be acting within the limitations se Administration, Department of Consumer and Regulatory Af	t forth therein, and shall be license	d by the Insura	nce

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 filted 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 Navamber 2011

this 14th day of November 2011.

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

nome

Robert Thomas, 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 Massachus etts by Commonwealth of Massachus etts

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.

0011041

15/ac

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

Glenn Margosian, Vice President

## 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.

### **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.

Date Authorized Signature

Solicitation Number: GF-2018-B-0005

**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	

## 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 an individual, a partnership, a nonprofit organization, or a joint venture; or	of District of Columbia
(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	
(Countr	y)



### 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.
- A 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: <u>vijay@consys-inc.net</u>							
Street Address: 732 Kennedy Street, NW Washington DC 20	011							
✓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 20	Street Address: 732 Kennedy Street, NW Washington DC 20011							

GOVERNMENT-ASSISTED PROJECT (✓ which applies/	Agency Contract or Private Project) INFORMATION:
AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number <u>GF-2018-B-0005</u> Solicitation Due Date: <u>01/09/2018</u> Agency: <u>University of the District of Columbia</u> Total Dollar Amount of Contract: \$ 1,274,466.00	District Subsidy: Agency Providing Subsidy: Amount of District Subsidy: Date District Subsidy Provided:
*Design-Build must include total contract amount for both design and build phase of project.	Project Address:
35% of Total Dollar Amount of Contract: \$446,063.00	Total Development Project Budget: \$
Total Amount of All SBE/CBE subcontracts: \$220,160.00 (include every lower tier)	35% of Total Development Project Budget: \$  Total Amount of All SBE/CBE subcontracts: \$  (include every lower tier)



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

submitted for preconstruent and build costs) is requ	ction services; however, a full ired to be submitted before e	SBE Subcontracting into a guaran	ts, the SBE Subcontracting Plan is not required to be g Plan (35% of the contract amount including total design steed 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	<u>1st</u>	Demolition and Hauling Services
Period of subcontract: 150		SBE/ CBE Point of Contact	
Price to be paid to the SBE/	CBE Subcontractor: \$47,000.0	00	Name: George Rodgers
✓all that applies, Subcontra  ☑ a SBE ☑ a CBE	ctor is:  CBE Certification		Title: Owner
	the ENTIRE subcontract with	Telephone Number:(202) 526-0274	
	ources tract a portion of the subcontro BE/CBE SUBCONTRACTS)	Email Address georgerodgersjr@aol.com	

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>lst</u>	Interiro Framing, Doors and Windows
✓all that applies, Subcont  □ a SBE □ a CBI  #LSDZR38610082  □ SBE/CBE will perform and re □ SBE/CBE will subc	E/CBE Subcontractor: \$173,160  ractor is:  CBE Certification  019  rm the ENTIRE subcontract with	its own	SBE/ CBE Point of Contact  Name: Nathaniel lewis  Title: Owner  Telephone Number: (202) 526-2101  Email Address: natelewis@unitedgc.net

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

swear or affirm the above is true and accurate

Vijay R.

**Kasimsetty** (Signature)

Digitally signed by Visiay R. Rasimserry, DN cris/Visia R. Rasimserry, on-CONSYS, Inc., onu. emperously geometry energically of the 2018 of 2018 Ozer 2018 O

(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:	Agency Providing Subsidy: District Subsidy: Developer: Amount of District Subsidy: Date District Subsidy Provided/ contract signed:
Anticipated Start Date of Contract: Anticipated End Date of Contract:	Anticipated Start Date of Project: Anticipated End Date of Project:
Total Dollar Amount of Contract: \$	Project Name: Project Address:
*Design-Build must include total contract amount for both design and build phase of project.	Total Development Project Budget: \$
35% of Total Contract Amount: \$	35% of Total Development Project Budget; \$
Total Amount of All SBE/CBE subcontracts: \$ (include every tier)	Total Amount of All SBE/CBE subcontracts: \$ (include every lower tier)
(✓ if applies)  ☐ Base Period Contract — Option/Extension Period:  ☐ Multi-year Contract  First year (period) of Contract:  Current year (period) of Contract:  ☐ Design-Build —Date of Guaranteed Contract:	□ Check if 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.
☐ 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.	
	ATION OR
The Below Agency Contracting Officer or Agency Project Manag	ger 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 I emailed to DSLBD @ Compliance.Enforcement@dc.gov within	Multi-Year) or subsidy document, between the Beneficiary and Agency, was five (5) days of signing;
☐ FOR AGENCY CONTRACT the SBE Subcontracting Plan, si Compliance Enforcement@dc.gov within five (5) days of sign	ubmitted by Beneficiary, was emailed to DSLBD @ ning the contract between the Beneficiary and Agency.
Name of Agency Contracting Officer or Agency Project Manage	
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 APPLAKANCE, SEXUAL ORIENTATION GENDER IDENTITY OR EXPRESSION, FAMILIA L STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

Consys, Inc.

AGREES TO AFFIRMATIVE ACT ION 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

DATE

Consys, Inc.

FIRM/ORGANIZATION

12/21/17



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

Vijay R. Kasimsetty

THE AUTHORIZED REPRESENTATIVE OF CONSYS, Inc.

HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT 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. Kasims	etty
NAME	W—
SIGNATURE	
Vice President	
TITLE	
GF-2018-B-000	5
CONTRACT NUMBER	
12/2	1117
DATE	Lance and

# EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NV, Suite 700 South Washington, DC 20001 Washington, DC 20001	
One copy shall be retained by the Contractor	EO-1 shall be submitted to the Office of Contracting and Procuren	nepi
	- TYPE OF REPORT	
I Indicate by marking in the appropriate box the type of reporting	unk for which this copy of the form is submitted (MARK ONLY ON	E BOX)
Single Establishment Employer (1) Single-establishment Employer Report	Multi-establishment Employer (2) Consolidated Report (3) Headquarters Report (4) X Individual Establishment Report (submit for each establishment with 25 or more e	
1 Total number of reports being filed by this Company		
Section B COMPANY IDENTIFICATION (To be answered by all co		OFFICIAL LISE ONLY
1 Name of Company which owns or controls the establishment for Consys, Inc.	which this report is filed	3
Address (Number and street) 732 Kennedy Street, NW	vashington Country State Zu Code DC 20011	b
b Employer Identification No. 5 2 - 2 3 1 8	6 3 6	
2. Establishment for which this report is filed.  Same as a	bove	UFFICIAL USE ONLS
a Name of establishment		¢
Address (Number and street)	ly or Town Country State Zip Cinic	d
h Employer klemification No.		
1 Parent of affiliated Company Same		
a Name of parent or affiliated Company	Employer (dentification No	
Address (Number and street) Cit	y or Town Country State Zap	Code
Section C - ESTAB	ILISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year		OFFICIAL.
X Yes No Did not report Report on combined last year basis	ns that reported last year? X Yes No No report last year Reported on combined	USE COL1
2. What is the major activity of this establishment? (Be specific, i.e. supplies, title insurance, etc. include the specific type of product or activity.  Construction	, manufacturing steel eastings, retail grocer, wholesale plumbing service provided, as well as the principal business or industrial	e
3. MINORITY GROUP MEMBERS: Indicate if you are a minority  X Ye	business enterprise (50% owned or 51% controlled by minority mems s No	bers)
DAS 84-404 (Replaces D.C. Form 264	0.9 Sept. 74 which is Obsolete)	84-22891

#### 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

						1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1								
DATEG		TOTAL EMPLOYEES IN				$\vdash$	MINORITY GROUP EMPLOYEES							
CVIEC	OKIES	ESTABLISHMENT			<del></del>	MALE FEMALE								
		١.,	Total	Total	- 1	Total			} .IL	1	l			1
			mployees	Male	- F	Female	D. 1		American	l	١	l	American	=
1			ncheding Iinorities	Including Minoritie		Including Minorities	Black	Asion	Indian	Hispanic	Black	Asian	Indian	Hispanic
		l n	(1)	(2)	١٠	(3)	(4)	(5)	(6)	/3.				l '
Officials :		-	. 111	(2)	┽	133	141	(1)	601	(7)	(11)	(7)	(10)	(11)
Managers		1	03	03	- 1		1	l		l	l	· '	!	
tuestes@ct3			UJ	0.5	- 1		1	l	03	l	l			1
		_			_				<u> </u>					
Profession	rais	ı			-1		}				1			
							<u> </u>							
Technicia	ns.	I			Т									
		ľ			- 1		1							
Sales Wor	rkers				┪		1							
l		l			- 1		1							
Office and	1	<del> </del>		<b></b>	+		-							
Clerical	•	0:	3		- 1	03	1							
		l			- [		1			1	03			
		ļ			-		ļ							
Craftsman (Skilled)	1	0	2	02	- [		01						1 1	
(Skiller)		١ ٠	_	02			1 01			01			1 1	
	-				4		ļ					<u> </u>		
Operative	(Semi-	ا ا	•	01	- 1		١,,	ļ				i .		
Skilledi		0:	2	UI	- 1		01			01	į	Ι.		
31		L							<u> </u>		i	J ,		
Laborers		Γ,			Т									
(Unskilled	l)	(	)1		- 1		01				1			1
		ı					"				ŀ			
Service W	orkers	<del> </del>			7									
		ı									l ,			
TOTAL			-	-										
	11		1	06		03	03			02	03			
Total conp	<u></u>	-			-+		-							
reported	юу	<b>l</b> 1	1	06	- 1	03	03			02	03			
in previou	e connect	Ι 1	1	00	- 1	UJ	0.5				05			
III pierioa	a report				ĻĻ		1				ļ	<u> </u>	<u> </u>	
		- (1	be trainer	peluw shoul	d als	to pe tuelon		Entre jos	the appropria					
Formal	White		(0)	(2)	(3)	) [(	4))	(5)	(6)	(7)	(8)	(9)	(10)	(11
Oa The-Job	collar					- 1				ı	-1			
Traine	ł	1				l i			- 1	ı	-1			1 1
FIRMICE														
<u>.                                    </u>	Product										_!_		1	
		etiene		r chaic ga			obtained?			s of payroll p				
	al Servey	194		c Other Spe	sily	·				script of last	teport su	bruitted F	or this	
	ployment				_		_			hishment				.
Section E	- REMAI	RK\$	Use this lie	m to give ar	sy id	lentification	data appe	anng on i	ast report wh	ich differs (n	om that g	iven abov	7E.	схрыи
major cha	uĝes ja co	mpo	sition or re	norting units	. 824									
							tion F - C							
Check 1 3	All repor	ts en	occurate a	ad were pre	pare	al in accorda	ince with t	he ustru	tions (check	on consolub	ted only)	X		
One 2 + T	ym tebott	is ac	curate and	was budanc	d in	accontance	with the is	nstruction		<b>/</b>				
37::	17!			37	1	Preside	ont		ww				7 21	17
v ijay	Kasin	isei	tty	V	ice	: Preside	em		INCHA!	п		12	lall	[ <i>十</i> −
Name of /	Authorize	101	ictal			Title		\$	gnature				Date	—-I.,
Name of p	CINON ERR	tacl	negandine		-	Address					***			
This repor							d street)							- 1
Vijav	Kasin	nse	ttv	73	2 K	Cennedy	Stree	t, NW	Wahsii	ngton. I	C 20	0111	(202) 54	5-333 l
						City and Sta			o Code	Telephone		mber	Extension	
Tale Vi	ce Pre:	side	ent			∠ity anu 313	ng	اع	h CDAC	enchances	N	HIDE	Extension	1

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

# DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT CONTRACT COMPLIANCE DIVISION

### SUBCONTRACT SUMMARY FORM

	he completed by the PRIME contractor	
BID NO. CCB NUMBER		pte
NOTE; the standard for immority subcontracting is 25% or the TOTA		
contract dollar amount to be subcontracted	AMOUNT OF ALL SUBCONTRA	
NAME OF PRIME CONTRACTOR Consys, Inc.	ADDRESS 732 Kennedy	
TELEPHONE NO. 202-545-1333	Washington,	DC 20011
PROJECT NAME Bertie Backcus Campus, CAUSES Kitc ADDRESS Renovation	hen PROJECT DESCRIPTIONS	
4200 Connecticut Avenue, NW WDC 20008	Ma AR-10	
SECTION II LIST ALL SUBCONTRACTORS THAT W		
I. NASIE OF SUBCONTRACTOR 2. ADDRESS	I IS THIS A MINORITY SUB"	L S AMOUNT OF SUBCONTRACT
3. CONTACT PERSON 4. ABOC CERT, NO 3 MIONE NO	2 TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE	2 % (procent) OF TOT NL PRIVIE CONTRACT
1.	I MINORITY SUBCONTRACTOR VES NO	L
2. 3. 4	2	calmy (+)
1.	MINDRITY SURCOVIDACTOR	<u> </u>
2.	YES NO	equals (+)
4 \$.	2	2
l. 2 1.	1 MINORITY SUBCONTRACTOR YES NO	cámp (-)
4, 3	2	21
1	1 AIRSORTY SUGCUSTRACTOR YES NO	edings (=)
š	2.	2 4
1	), AIRSORITY SUBCONTRACTOR YES NO	t report (*)
<u> </u>	] 2	2 000000014
2	1, MINORITY SUBCONTRACTOR VES NO	1 cquals (+1
<u> </u>	2	1
3	1. SHNORITY SUBCONTRACTOR YES NO	cquob (-)
ă. 3	1	2 1/2 1/2 1/2
3	I ARNORITY SUBCONTRACTOR YES ND	t, count (-)
ű §	2.	3
2.	1, AHNORITY SUBCONTRACTOR YES NO	edwp (+)
3 4. §	2	2
2 3	I MINORITY SUBCONTRACTOR YES NO	cipuals (-)
4. \$	2	2
1 2 3	L MINORITY SUBCONTRACTOR VES NO	f cquals (-)
4.	2.	11

TOTAL OOLLAR AMOUNT SUBCONTRACTED TO MISSORITY BUSINESS ENTERPRISES \$	

# SOLICITATION NO:

## PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMLOYES GOALS TIMETABLES											
JOB						FEMALE					
CATEGORIES	Black	Asian	American Indian	Hispanie	Black	Asiae	American	Hispanic			
Officials and Managers									2 - 4 5		
Professionals								_			
Technicians									-		
Sales Workers									-		
Office and Clencal			_		<u> </u>				-		
Crofisman (Skilled)									-		
Operative (Semi- Skilled)							<del> </del>				
Laborers (Unskilled)									_		
Service Workers					<u>_</u>				-		
TOTAL							-	1			
NAME OF AUTHORIZED OFFICIAL:			TITLE:			SIGNAT	I .				
Vijay Kasimsetty			Vi	Vice President			<sub> </sub>   <sub>\ </sub>	mulul			
FIRM NAME:							TELEHONE			DATE:	
Consys, Inc.					202-545-1333				12/21/1	7	
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL ISTITUTION"											
. Va. V N											
Yes X No											
NAME:											
ADDRESS:											
TYPE OF ACCOUNT/S:											

## **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 (202) 545-1333	Washi	ngton, DC 20011
Authorized Agent Principal Officer Name and Title Square and Lot Information Federal Identification Number	Vijay Kasimsetty, Vice Pi	resident	
Contract Number	GF-2018-B-0005		
Unemployment Insurance Account No.	132071		
I hereby authorize the District of Columbia release my tax information to an authorize seeking to enter into a contractual relation whether or not I am in compliance with the determining my eligibility to enter into a cauthorize that this consent be valid for one	ed representative of the Distri uship. I understand that the i e District of Columbia tax law contractual relationship with	ict of Col informati vs and re a District	umbia agency with which I am ion released will be limited to gulations solely for the purpose of of Columbia agency. I further
I hereby certify that I am in compliance will Columbia. The Office of Tax and Revenue I government authorities.	th the applicable tax filing an s hereby authorized to verify	d payme the abov	ent requirements of the District of we information with the appropriat
Signature of Authorizing Agent	hull	Title	Vice President
The penalty for making false statement is a	fine not to evreed \$5 000 00	n imprir	nament for out many than 100 days
or both, as prescribed by D.C. Official Code	: 547-4106.	o, anapitat	Autention for more than 180 day

Office of Tax and Revenue, PO Box 37559, Washington, DC 20013



### DSLBD HOME (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 Website: 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 10 💟 entries

Show 10 💟	entries Search
CODE	DESCRIPTION
9090300	Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
9092100	Building Construction, Industrial (Warehouse, etc.)
9092200	Bullding Construction, Non-Residential (Office Bidg., 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

**Primary Business Services** 



441 4th Street NW, Suite 850N Washington, DC 20001 202.727.3900 | 202.724.3786 fax http://dsibd.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, <a href="http://dslbd.dc.gov">http://dslbd.dc.gov</a>. 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 int he CBE program (e.g. change or 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 <a href="mailto:cbe.feedback@dc.gov">cbe.feedback@dc.gov</a>.

Ana R. Harvey Acting Director

DC Department of Small and Local Business Development 441 4th Street, NW, Suite 850N, Washington, DC 20001

Phone: 202-727-3900

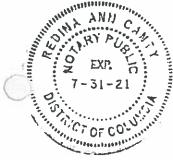
Email: ana.harvey@dc.gov Phone: (202) 727-3900 Web: http://dslbd.dc.gov

## **CERTIFICATION OF ELIGIBILITY**

	Vijay Kasimsetty		_, being duly sworn (or				
	(President or Authorized Official of Bidder)						
	under penalty of perjury under the laws of the U Company) or any person associated therewith in t investigator, project director, manager, auditor, or an	he capacity of (owner,	partner, director, officer, principal				
	is not currently under suspension, debarment, volume Federal, University or State statutes;	ntary exclusion, or dete	rmination of ineligibility under any				
	has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, 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 offeror. For any exception noted, indicate below to whom it applies, initiating agency, and Providing false information may result in criminal prosecution or administrative sanctions.							
	Consys, Inc.	Milwhit					
	Contractor	President or Authoriz	zed Official				
	12/21/17	Vice President					
	Date	Title					
	The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).						
	Subscribed and sworn before me this 215tday of	December 2	017				
	Ar District of Columbia						
.1121	City and State  Rotary Seal  Notary Seal	9	Notary Public				
To a Control of the C	XY P 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
THE STATE OF	OF CO. W. Land	79					
	And 1						

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

Vijay Kasimsetty	, being duly sworn (or
Company) or any person associated therewith in the	nited States), certifies that, except as noted below, (the e capacity of (owner, partner, director, officer, principal position involving the administration of federal funds):
is not currently under suspension, debarment, volunt Federal, University or State statutes;	ary exclusion, or determination of ineligibility under any
has not been suspended, debarred, voluntarily excludestate agency within the past three (3) years;	led or determined ineligible by an Federal, University or
does not have a proposed debarment pending; and	
has not been indicted, convicted, or had a civil ju- jurisdiction in any matter involving fraud or official mi	dgment rendered against (it) by a court of competent sconduct within the past three (3) years.
Exceptions will not necessarily result in denial of awa offeror. For any exception noted, indicate below to Providing false information may result in criminal pros	rd, but will be considered in determining acceptability of whom it applies, initiating agency, and dates of action. ecution or administrative sanctions.
Consys, Inc.	hull
Contractor	President or Authorized Official
12/21/17	Vice President
Date	Title
The penalties for making false statements are prescri (Public Law 99-509, 31 U.S.C. 3801-3812).	bed in the Program Fraud Civil Remedies Act of 1986
Subscribed and sworn before me this _day	December 2017
Ar District of Columbia	
City and State  Notary Seal	Jaly 31, 2021
J	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.

	Consys, Inc.
	Contractor/Company Name
12/2/	Signature of Official
12/2/17	Vice President
Date	Title





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



GOVERNMENT-ASSISTED PROJECT/CONTRACT INFORMATION
CONTRACT/SULICITATION NUMBER: GF-2018.R.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 Ungrades
PPINIETT ADDRESS. 4000 C
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
PROJECT START DATE: Issue of NTP PROJECT FND DATE: 120 days from NTP
EMPLOYER START DATE: Issue of NTP EMPLOYER FND 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 Kasimeativ
TELEPHONE NUMBER: 202-545-1333 FEDERAL IDENTIFICATION NO. 52-2318636
· · · · · · · · · · · · · · · · · ·
TITLE: Vice President
E-MAIL: vijay@consys-inc.net TELEPHONE NUMBER: 202-439-4123
DUCAL, SMALL, DISADVAN [ACIE] BUSINESS ENTEDDDISE / CORD CERTIFICATION
D.C. APPRENTICESHIP COUNCIL REGISTRATION NUMBER: 91519
AGE TOO A SUBCONTRACTOR! TYES IN NOTE VER MAME OF BRIDGE
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
    Page 1 of 11 First Source Agreement Revised 2013

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.
- 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 soid.
- 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.
- Government-assisted project or contract (Project) means any construction or nonconstruction 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;
  - 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
- 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:
  - A projection of the total number of hours to be worked on the project or contract by trade;
  - 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;
  - 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;
  - 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;
  - 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;
  - A timetable outlining the total hours worked by trade over the life of the project or contract and an associated hiring schedule;
  - Descriptions of the skill requirements by job title or position, including industryrecognized 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;
- A remediation strategy to ameliorate any problems associated with meeting these hiring requirements, including any problems encountered with contractors and subcontractors;
- 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;
- 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.
- 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:
  - Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 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

## 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 <a href="http://does.dc.gov">http://does.dc.gov</a> 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 <u>nll</u> jobs created by the Project:
  - At least 20% of journey worker hours by trade shall be performed by DC residents;
  - At least 60% of apprentice hours by trade shall be performed by DC residents;
  - 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;
  - 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
- 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

#### FINAL REPORT AND GOOD FAITH EFFORTS VIII.

- 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:

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

- Make regular construction site visits to determine if the Prime or Subcontractors'
  workforce is in concurrence with the submitted Agreement and Monthly Compliance
  Reports.
- 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.
- 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.
- 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 EMF	LOYER 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 Daniel	
Signature Department of Employment Services	Date