

ATTACHMENT J.4

**Department of Employment Services First Source Employment Agreement available at
www.ocp.dc.gov click on "Solicitation Attachments"**



**Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT**



Contract Number: _____

Employer Name: _____

Project Contract Amount: _____

Employer Contract Award: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in 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, hereinafter referred to as "DOES", and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. 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 EMPLOYER'S job openings and vacancies in the Washington Standard 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.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156, D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract 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; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at www.jobs.dc.gov within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRAL

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

IV. PLACEMENT

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) 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. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be 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.

V. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; 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.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. 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.

VII. EXEMPTIONS

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
 2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
 - a. Documentation supporting EMPLOYERS 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.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
 4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO

If yes, D.C. Apprenticeship Council Registration Number: _____

XI. SUBCONTRACTOR

A. Is your firm a subcontractor on this project? YES NO

If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

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

JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for the user to provide a detailed explanation as requested in the text above.

ATTACHMENT J.5

**Way to Work Amendment Act of 2010 - Living Wage Notice
available at www.ocp.dc.gov click on "Solicitation Attachments"**

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

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

Effective January 1, 2015, the living wage rate is \$13.80.

The requirement to pay a living wage applies to:

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

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

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

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

Certain exceptions apply where contracts are subject to higher wage level determinations required by federal law; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, however, a home care agency, a community residential facility or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

ATTACHMENT J.6

**Way to Work Amendment Act of 2010 - Living Wage Fact Sheet
available at www.ocp.dc.gov click on "Solicitation Attachments**



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2015, the living wage rate is \$13.80 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited

institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

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

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 4058 Minnesota Avenue, NE, Fourth Floor, Washington, DC 20019, call (202) 671-1880, or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

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

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

ATTACHMENT J.7

Tax Certification Affidavit

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

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

**Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

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

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent

Title

ATTACHMENT J.8

**Cost/Price Certification and Data Package
available at www.ocp.dc.gov click on "Solicitation Attachments"**



COST / PRICE DISCLOSURE CERTIFICATION

RFP Number: _____ Closing Date: _____

Caption: _____ Total Proposed Amount: _____

The undersigned _____

(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents all material facts which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted is accurate, complete, and current as of _____ (date of RFP closing or conclusion of negotiations as appropriate).

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 16, §1642, Chapter 24, §2405 and Chapter 33; and Section 25 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated July, 2010).

Signed: _____ Date: _____

Title: _____

Company: _____

Address: _____

DUNS #: _____

Phone: _____

Fax: _____

ATTACHMENT J.9

Building Information for River Terrace Special Education Center

River Terrace Special Education Center (SPEC)



The River Terrace Elementary School was built in 1952, on a four acre site, it received an addition in 1959, adding 10 classrooms, a multi-purpose room, gymnasium, cafeteria and kitchen facility, with office and support spaces. The current program is to produce a state-of-the-art facility to accommodate the education of students with exceptional needs and profound disabilities between the ages of 3 through 21.

This project is the full modernization of the school facility, in accordance with the Ed Specs, to include a total 'gut' and renovation of the interior building providing new classrooms, media center, cafeteria and kitchen area, with a refurbished gymnasium. The new addition will house the career development center (CDC), administration suite with a visitors' welcoming center, health suite with a doctor and dentist office, occupational therapy suite with a therapy pool, music and art rooms, and sensory rooms.

The program includes site restorations for accessible playground equipment and exercise devices, ramps and pavement with markings for outside learning games, landscaping and horticultural gardens, and a courtyard garden with an amphitheatre and outdoor classroom. The facility will be equipped with energy efficient mechanical and plumbing systems, with sustainable design windows, technology enhancements, and ADA improvements. This will bring it up to 21st century DCPS standards for a school for 160 students. DCPS expects a modernized facility to have operational and efficient building systems, clean and maintainable interior finishes, bright and "healthy" classrooms and public spaces. It should be flexible, functional and focused on both school and community needs. DCPS believes that every child deserves to learn in an environment that supports the delivery of a high-quality education.

Project Details

Overall Project Budget:	\$35.8M
Project Manager:	Eupert Braithwaite
Architects:	Bryant Mitchell and Fanning Howey
Design-Build Team:	GCS, Inc.
Project Status:	Active Construction
Project Completion:	August 2015

ATTACHMENT J.10

Major Equipment List for River Terrace Special Education Center

#	Discipline	Equipment Type	Equip Tag	Location	New Room Numbers	Construction Checklists		Fractional Test Procedures		Opp. Seasons Testing
						Open or date	Partial I	Partial II	CC Status	
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>Legend</p> <p>Open or date: CC has not been visually verified by Liberty.</p> <p>Partial I: CC has been visually verified and there is an open issue.</p> <p>Partial II: CC has been visually verified and contractor has responded to open issues.</p> <p>SIGN: CC has been visually verified and requires only signatures.</p> <p>CLOSED: CC has been visually verified and is 100% complete.</p> <p>N/A: Equipment is not tested due to sampling.</p> </div> <div style="width: 30%;"> <p>Construction Checklists</p> <p>CC has not been visually verified by Liberty.</p> <p>CC has been visually verified and there is an open issue.</p> <p>CC has been visually verified and contractor has responded to open issues.</p> <p>CC has been visually verified and requires only signatures.</p> <p>CC has been visually verified and is 100% complete.</p> <p>N/A. Equipment is not tested due to sampling.</p> </div> <div style="width: 30%;"> <p>Fractional Test Procedures</p> <p>Testing has not begun.</p> <p>Testing has begun but is incomplete.</p> <p>Testing has begun, but issues were noted. Contractor has responded to issues.</p> <p>Testing has been completed, only signatures required.</p> <p>Testing is 100% complete.</p> <p>N/A. Equipment is not tested due to sampling.</p> </div> </div>										
Mechanical Equipment										
1	Mechanical	Roof Top Unit	RTU-1	CDC Roof	UNIT A ROOF	Partial I				
2	Mechanical	Roof Top Unit	RTU-2	CDC Roof	UNIT A ROOF	Partial I	Partial I			
3	Mechanical	Roof Top Unit	RTU-3	Kitchen Roof	UNIT C ROOF	Partial I	Partial I			
4	Mechanical	Roof Top Unit	RTU-4	Kitchen Roof	UNIT C ROOF	Partial I	Partial I			
5	Mechanical	Roof Top Unit	RTU-5	Pool Roof	UNIT B ROOF	Partial I	Partial I			
6	Mechanical	Split System Air Conditioner Indoor	SSI-1	Telecomm Room ACAD-15	128	Partial I				
7	Mechanical	Split System Air Conditioner Indoor	SSI-2	Telecomm Room AS-9	H101-b	Partial I				
8	Mechanical	Split System Air Conditioner Indoor	SSI-3	Telecomm Room C-23	211	Partial I				
9	Mechanical	Split System Air Conditioner Indoor	SSI-4	C-2B	203	Removed through Construction VE				See SSI-1
10	Mechanical	Split System Air Conditioner Outdoor	SSO-1	UNIT D ROOF	UNIT D ROOF	Partial I				See SSI-2
11	Mechanical	Split System Air Conditioner Outdoor	SSO-2	Kitchen Roof	UNIT D ROOF	Partial I				See SSI-3
12	Mechanical	Split System Air Conditioner Outdoor	SSO-3	CDC ROOF	UNIT A ROOF	Partial I				
13	Mechanical	Split System Air Conditioner Outdoor	SSO-4	CDC ROOF	UNIT A ROOF	Removed through Construction VE				
14	Mechanical	Make-Up Air Unit	MAU-1	Kitchen Roof	UNIT C ROOF	Partial I				
15	Mechanical	Exhaust Fan	EF-1	Pool Roof		Removed per Addendum 3				
16	Mechanical	Exhaust Fan	EF-2	Filter Room C-1	108-d	Partial I				
17	Mechanical	Exhaust Fan	EF-3	Chemical Room II C-3	108-b	Partial I				
18	Mechanical	Exhaust Fan	EF-4	Chemical Room I C-2	108-a	Partial I				
19	Mechanical	Exhaust Fan	EF-5	Girl's Lockers E-3	106-r	Partial I				
20	Mechanical	Exhaust Fan	EF-6	AS-6J	H131-a	Partial I	Partial I			
21	Mechanical	Exhaust Fan	EF-7	CDC-6	J101-h	Partial I	Partial I			
22	Mechanical	Exhaust Fan	KEF-1	Kitchen Roof	UNIT C ROOF	Partial I				See MAU-1
23	Mechanical	Exhaust Fan	DEF-1	Kitchen Roof	UNIT C ROOF	Partial I	Partial I			
24	Mechanical	Unit Heater	UH-1A	Gym Lobby AS-16	F102					
25	Mechanical	Unit Heater	UH-1B	C-14	H103		Partial I			
26	Mechanical	Unit Heater	UH-2A	Herbiculture CDC-2	G101					
27	Mechanical	Unit Heater	UH-2B	Corridor - Common C-19	C102		Partial I			
28	Mechanical	Unit Heater	UH-3A	Mechanical Room C-16	160	Partial I				
29	Mechanical	Unit Heater	UH-3B	Storage AS-19	K 140	Partial I				
30	Mechanical	Unit Heater	UH-4A	Greenhouse CDC-6	J101-h		Partial I			
31	Mechanical	Unit Heater	UH-4B	Filter Room C-1	108-d		Partial I			
32	Mechanical	Condensing Unit	CU-1A	CDC Roof	UNIT A ROOF	Partial I				
33	Mechanical	Condensing Unit	CU-1B	CDC Roof	UNIT A ROOF	Partial I				
34	Mechanical	Condensing Unit	CU-1C	CDC Roof	UNIT A ROOF	Partial I				
35	Mechanical	Condensing Unit	CU-1D		UNIT D ROOF	Partial I				
36	Mechanical	Condensing Unit	CU-2A		UNIT D ROOF	Partial I				
37	Mechanical	Condensing Unit	CU-2B	Pool Roof	UNIT B ROOF	Partial I				
38	Mechanical	Condensing Unit	CU-3A	Pool Roof	UNIT B ROOF	Partial I				
39	Mechanical	Condensing Unit	CU-3B	Pool Roof	UNIT B ROOF	Partial I				
40	Mechanical	Condensing Unit	CU-3C	Pool Roof	UNIT B ROOF	Partial I				
41	Mechanical	Indoor VRF	CC-1	ADM-1	102-a	Partial I				
42	Mechanical	Indoor VRF	CC-2	ADM-2	102-b	Partial I				
43	Mechanical	Indoor VRF	CC-3	ADM-3	102-d					
44	Mechanical	Indoor VRF	CC-4	ADM-4	102-f					
45	Mechanical	Indoor VRF	CC-5	ADM-5	102-h					
46	Mechanical	Indoor VRF	CC-6	ADM-6	102-i					
47	Mechanical	Indoor VRF	CC-7	ADM-8	102-n					
48	Mechanical	Indoor VRF	CC-8	ADM-9	102-k	Partial I				
49	Mechanical	Indoor VRF	CC-9	ADM-11	102-g					
50	Mechanical	Indoor VRF	CC-10	ADM-12	102-e					
51	Mechanical	Indoor VRF	CC-11	ADM-14	102-c					
52	Mechanical	Indoor VRF	CC-12	ACAD-1	106-k					
53	Mechanical	Indoor VRF	CC-13	ACAD-2	106-l					
54	Mechanical	Indoor VRF	CC-14	ACAD-3	106-m	Partial I				
55	Mechanical	Indoor VRF	CC-15	ACAD-4	106-n					
56	Mechanical	Indoor VRF	CC-16	ACAD-8	G103	Partial I				
57	Mechanical	Indoor VRF	CC-17	ACAD-9	G105	Partial I				
58	Mechanical	Indoor VRF	CC-18	ACAD-10	142					
59	Mechanical	Indoor VRF	CC-19	ACAD-12	144	Partial I				
60	Mechanical	Indoor VRF	CC-20	ACAD-13	146	Partial I				
61	Mechanical	Indoor VRF	CC-21	ACAD-16	121	Partial I				
62	Mechanical	Indoor VRF	CC-22	H-1	104-c					
63	Mechanical	Indoor VRF	CC-23	H-2	104-a					
64	Mechanical	Indoor VRF	CC-24	H-3	106-b	Partial I				
65	Mechanical	Indoor VRF	CC-25	H-4	104-b	Partial I				
66	Mechanical	Indoor VRF	CC-26	H-6	104-a					
67	Mechanical	Indoor VRF	CC-27	H-6/H-7	104-a/104-k					
68	Mechanical	Indoor VRF	CC-28	H-9	104-i					
69	Mechanical	Indoor VRF	CC-29	H-10	104-j					
70	Mechanical	Indoor VRF	CC-30	E-5	106-e					
71	Mechanical	Indoor VRF	CC-31	E-6	106-c	Partial I				
72	Mechanical	Indoor VRF	CC-32	E-7	106-a					
73	Mechanical	Indoor VRF	CC-33	E-10	106-h	Partial I				

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		Partial R	CC has been visually verified and contractor has responded to open issues.	Testing has begun, but issues were noted. Contractor has responded to issues.			
		SIGN	CC has been visually verified and requires only signatures.	Testing has been completed, only signatures required.			
		CLOSED	CC has been visually verified and is 100% complete.	Testing is 100% complete.			
			N/A. Equipment is not tested due to sampling.	N/A. Equipment is not tested due to sampling.			
74	Mechanical	Indoor VRF	CC-34	C-5	H101		
75	Mechanical	Indoor VRF	CC-35	C-8	F100		
76	Mechanical	Indoor VRF	CC-36	C-8	G107	Partial I	
77	Mechanical	Indoor VRF	CC-37	C-8/C-15	G107		
78	Mechanical	Indoor VRF	CC-38	C-9	G103	Partial I	
79	Mechanical	Indoor VRF	CC-39	C-9	G103	Partial I	
80	Mechanical	Indoor VRF	CC-40	C-9	G103	Partial I	
81	Mechanical	Indoor VRF	CC-41	C-11	E100		
82	Mechanical	Indoor VRF	CC-42a	C-11	A100-a	Partial I	
83	Mechanical	Indoor VRF	CC-42b	C-11	A100-b	Partial I	
84	Mechanical	Indoor VRF	CC-43	C-11	A100	Partial I	
85	Mechanical	Indoor VRF	CC-44	C-13	106-f	Partial I	
86	Mechanical	Indoor VRF	CC-45	CDC-1	UNIT A ROOF	Partial I	
87	Mechanical	Indoor VRF	CC-46	CDC-3	J101-d	Partial I	
88	Mechanical	Indoor VRF	CC-47	CDC-4	J101-e	Partial I	
89	Mechanical	Indoor VRF	CC-48	CDC-4	J101-g	Partial I	
90	Mechanical	Indoor VRF	CC-49	CDC-5	J101-c	Partial I	
91	Mechanical	Indoor VRF	CC-50	CDC-10	UNIT A ROOF	Partial I	
92	Mechanical	Indoor VRF	CC-51	CDC-10	UNIT A ROOF	Partial I	
93	Mechanical	Indoor VRF	CC-52	ES-1	110	Partial I	
94	Mechanical	Indoor VRF	CC-53	ES-2	112	Partial I	
95	Mechanical	Indoor VRF	CC-54	ES-3	114	Partial I	
96	Mechanical	Indoor VRF	CC-55	ES-4	116	Partial I	
97	Mechanical	Indoor VRF	CC-56	ES-5	118	Partial I	
98	Mechanical	Indoor VRF	CC-57	ES-6	120	Partial I	
99	Mechanical	Indoor VRF	CC-58	ES-7	122	Partial I	
100	Mechanical	Indoor VRF	CC-59	ES-8	124	Partial I	
101	Mechanical	Indoor VRF	CC-60	ES-9	126	Partial I	
102	Mechanical	Indoor VRF	CC-61	HS-1	107	Partial I	
103	Mechanical	Indoor VRF	CC-62	HS-2	109	Partial I	
104	Mechanical	Indoor VRF	CC-63	HS-3	111	Partial I	
105	Mechanical	Indoor VRF	CC-64	HS-4	113	Partial I	
106	Mechanical	Indoor VRF	CC-65	HS-5	115	Partial I	
107	Mechanical	Indoor VRF	CC-66	HS-6	117	Partial I	
108	Mechanical	Indoor VRF	CC-67	HS-7	138	Partial I	
109	Mechanical	Indoor VRF	CC-68	HS-8	136	Partial I	
110	Mechanical	Indoor VRF	CC-69	HS-9	134	Partial I	
111	Mechanical	Indoor VRF	CC-70	AS-3	152	Partial I	
112	Mechanical	Indoor VRF	CC-71	AS-10	130	Partial I	
113	Mechanical	Indoor VRF	CC-72	AS-10	139	Partial I	
114	Mechanical	Indoor VRF	CC-73	AS-11	132	Partial I	
115	Mechanical	Indoor VRF	CC-74	Media Corridor	F102	Partial I	
116	Mechanical	Indoor VRF	CC-75	Horticulture-CDC-2	J101-j	Partial I	
Plumbing Equipment							
1	Plumbing	Domestic Water Heater	DWH-1	Mechanical Room AS-1B	137	Partial I	
2	Plumbing	Pool Boiler	B-1	Not In Contract			
3	Plumbing	Circulator Pump	CP-1	Mechanical Room AS-1B	137	Partial I	See DWH-1
4	Plumbing	Circulator Pump	CP-2	Mechanical Room AS-1B	137	Partial I	See DWH-1
Electrical Equipment							
1	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101A-1		101A		
2	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101A-2		101A		
3	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101A-3		101A		
4	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101C		101C		
5	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101D-1		101D		
6	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101D-2		101D		
7	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101G-1		101G		
8	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-101G-2		101G		
9	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102C		102C		
10	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102D		102D		
11	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102E		102E		
12	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102F		102F		
13	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102H		102H		
14	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102L		102L		
15	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102N-1		102N		
16	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-102N-2		102N		
17	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-103		103		
18	Electrical	Wall Mounted Occupancy Sensor	OS-C-104D		104D		
19	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-105		105		
20	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106-1		106		
21	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106-2		106		
22	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106-3		106		
23	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106-4		106		
24	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106A		106A		
25	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106C-1		106C		
26	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106C-2		106C		
27	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106D		106D		

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CLOSED			CC has been visually verified and is 100% complete.	Testing is 100% complete.		
			N/A. Equipment is not tested due to sampling.	N/A. Equipment is not tested due to sampling.		
28	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106E		106E	
29	Electrical	Wall Mounted Occupancy Sensor	OS-C-106G		106G	
30	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106H-1		106H	
31	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106H-2		106H	
32	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106K		106K	
33	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106L		106L	
34	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106M		106M	
35	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106N		106N	
36	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106Q-1		106Q	
37	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106Q-2		106Q	
38	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106Q-3		106Q	
39	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106R-1		106R	
40	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106R-2		106R	
41	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-106R-3		106R	
42	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-107-1		107	
43	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-107-2		107	
44	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-108D-1		108D	
45	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-108D-2		108D	
46	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-109-1		109	
47	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-109-2		109	
48	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-110-1		110	
49	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-110-2		110	
50	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-111-1		111	
51	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-111-2		111	
52	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-112-1		112	
53	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-112-2		112	
54	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-113-1		113	
55	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-113-2		113	
56	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-114-1		114	
57	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-114-2		114	
58	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-115-1		115	
59	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-115-2		115	
60	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-116-1		116	
61	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-116-2		116	
62	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-117-1		117	
63	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-117-2		117	
64	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-118-1		118	Partial I
65	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-118-2		118	Partial I
66	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-119		119	
67	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-120-1		120	
68	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-120-2		120	
69	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-121		121	
70	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-122-1		122	Partial I
71	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-122-2		122	Partial I
72	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-124-1		124	
73	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-124-2		124	
74	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-125-1		125	
75	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-125-2		125	
76	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-126-1		126	
77	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-126-2		126	
78	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-127-1		127	
79	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-127-2		127	
80	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-128		128	
81	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-129-1		129	Removed from Project
82	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-129-2		129	
83	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-130-1		130	
84	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-130-2		130	
85	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-130-3		130	
86	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-130-4		130	
87	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-132-1		132	
88	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-132-2		132	
89	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-134-1		134	Partial I
90	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-134-2		134	Partial I
91	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-136-1		136	
92	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-136-2		136	
93	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-138-1		138	
94	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-138-2		138	
95	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-142-1		142	
96	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-142-2		142	
97	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-144-1		144	
98	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-144-2		144	
99	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-146-1		146	
100	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-146-2		146	
101	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-148		148	Removed from Project
102	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-201		201	
103	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-203A		203A	Removed from Project
104	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-207-1		207	



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105	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-207-2		207	
106	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-207-3		207	
107	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-209		209	
108	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-209A-1		209A	
109	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-209A-2		209A	
110	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-211-1		211	
111	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-211-2		211	Removed from Project
112	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-ART STO		ART STORAGE	Removed from Project
113	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-AT/OFF-1		AT/OFFICE	Removed from Project
114	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-AT/OFF-2		AT/OFFICE	
115	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-WDC1		WDC STORAGE	
116	Electrical	Ceiling Mounted Occupancy Sensor	OS-C-WDC2		WDC STORAGE	
117	Electrical	Wall Mounted Occupancy Sensor	OS-W-100A		100A	
118	Electrical	Wall Mounted Occupancy Sensor	OS-W-100B		100B	
119	Electrical	Wall Mounted Occupancy Sensor	OS-W-101B		101B	Partial I
120	Electrical	Wall Mounted Occupancy Sensor	OS-W-101E		101E	
121	Electrical	Wall Mounted Occupancy Sensor	OS-W-101F		101F	
122	Electrical	Wall Mounted Occupancy Sensor	OS-W-101H-1		101H	Removed from Project
123	Electrical	Wall Mounted Occupancy Sensor	OS-W-101H-2		101H	Removed from Project
124	Electrical	Wall Mounted Occupancy Sensor	OS-W-102J		102J	
125	Electrical	Wall Mounted Occupancy Sensor	OS-W-102K		102K	
126	Electrical	Wall Mounted Occupancy Sensor	OS-W-102M		102M	
127	Electrical	Wall Mounted Occupancy Sensor	OS-W-104B		104B	
128	Electrical	Wall Mounted Occupancy Sensor	OS-W-104F		104F	
129	Electrical	Wall Mounted Occupancy Sensor	OS-W-104G		104G	
130	Electrical	Wall Mounted Occupancy Sensor	OS-W-104H		104H	
131	Electrical	Wall Mounted Occupancy Sensor	OS-W-104J		104J	
132	Electrical	Wall Mounted Occupancy Sensor	OS-W-104L		104L	
133	Electrical	Wall Mounted Occupancy Sensor	OS-W-104M		104M	
134	Electrical	Wall Mounted Occupancy Sensor	OS-W-104N		104N	
135	Electrical	Wall Mounted Occupancy Sensor	OS-W-106F		106F	
136	Electrical	Wall Mounted Occupancy Sensor	OS-W-106J		106J	
137	Electrical	Wall Mounted Occupancy Sensor	OS-W-106S		106S	
138	Electrical	Wall Mounted Occupancy Sensor	OS-W-106T		106T	
139	Electrical	Wall Mounted Occupancy Sensor	OS-W-106U		106U	
140	Electrical	Wall Mounted Occupancy Sensor	OS-W-106V		106V	
141	Electrical	Wall Mounted Occupancy Sensor	OS-W-107A		107A	
142	Electrical	Wall Mounted Occupancy Sensor	OS-W-108A		108A	
143	Electrical	Wall Mounted Occupancy Sensor	OS-W-108B		108B	
144	Electrical	Wall Mounted Occupancy Sensor	OS-W-109A		109A	
145	Electrical	Wall Mounted Occupancy Sensor	OS-W-110A		110A	
146	Electrical	Wall Mounted Occupancy Sensor	OS-W-110B		110B	
147	Electrical	Wall Mounted Occupancy Sensor	OS-W-112A		112A	
148	Electrical	Wall Mounted Occupancy Sensor	OS-W-112B		112B	
149	Electrical	Wall Mounted Occupancy Sensor	OS-W-113A		113A	
150	Electrical	Wall Mounted Occupancy Sensor	OS-W-114A		114A	
151	Electrical	Wall Mounted Occupancy Sensor	OS-W-114B		114B	
152	Electrical	Wall Mounted Occupancy Sensor	OS-W-116A		116A	
153	Electrical	Wall Mounted Occupancy Sensor	OS-W-116B		116B	
154	Electrical	Wall Mounted Occupancy Sensor	OS-W-117A		117A	
155	Electrical	Wall Mounted Occupancy Sensor	OS-W-118A		118A	
156	Electrical	Wall Mounted Occupancy Sensor	OS-W-120A		120A	
157	Electrical	Wall Mounted Occupancy Sensor	OS-W-120B		120B	
158	Electrical	Wall Mounted Occupancy Sensor	OS-W-121A		121A	
159	Electrical	Wall Mounted Occupancy Sensor	OS-W-122A		122A	
160	Electrical	Wall Mounted Occupancy Sensor	OS-W-123		123	
161	Electrical	Wall Mounted Occupancy Sensor	OS-W-124A		124A	
162	Electrical	Wall Mounted Occupancy Sensor	OS-W-124B		124B	
163	Electrical	Wall Mounted Occupancy Sensor	OS-W-126A		126A	
164	Electrical	Wall Mounted Occupancy Sensor	OS-W-126B		126B	
165	Electrical	Wall Mounted Occupancy Sensor	OS-W-128		128	
166	Electrical	Wall Mounted Occupancy Sensor	OS-W-129A		129A	
167	Electrical	Wall Mounted Occupancy Sensor	OS-W-129B		129B	
168	Electrical	Wall Mounted Occupancy Sensor	OS-W-129D		129D	
169	Electrical	Wall Mounted Occupancy Sensor	OS-W-131C		131C	
170	Electrical	Wall Mounted Occupancy Sensor	OS-W-131D		131D	
171	Electrical	Wall Mounted Occupancy Sensor	OS-W-131E		131E	
172	Electrical	Wall Mounted Occupancy Sensor	OS-W-131F		131F	
173	Electrical	Wall Mounted Occupancy Sensor	OS-W-133		133	
174	Electrical	Wall Mounted Occupancy Sensor	OS-W-134A		134A	
175	Electrical	Wall Mounted Occupancy Sensor	OS-W-136A		136A	
176	Electrical	Wall Mounted Occupancy Sensor	OS-W-K140		K140	Partial I
177	Electrical	Wall Mounted Occupancy Sensor	OS-W-142A		142A	
178	Electrical	Wall Mounted Occupancy Sensor	OS-W-144A		144	
179	Electrical	Wall Mounted Occupancy Sensor	OS-W-146A		146A	
180	Electrical	Wall Mounted Occupancy Sensor	OS-W-148		148	Removed from Project
181	Electrical	Wall Mounted Occupancy Sensor	OS-W-156		156	

Legend				Construction Checklists	Functional Test Procedures	
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			N/A. Equipment is not tested due to sampling.	N/A. Equipment is not tested due to sampling.		
182	Electrical	Wall Mounted Occupancy Sensor	OS-W-H101B		H101B	Partial I
183	Electrical	Wall Mounted Occupancy Sensor	OS-W-H101C		H101C	
184	Electrical	Wall Mounted Occupancy Sensor	OS-W-203A		203A	
185	Electrical	Wall Mounted Occupancy Sensor	OS-W-AIT STO		ART STORAGE	
186	Electrical	Daylight Sensor	DS-101D		101D	Partial I
187	Electrical	Daylight Sensor	DS-101G-1		101G	Partial I
188	Electrical	Daylight Sensor	DS-101G-2		101G	Partial I
189	Electrical	Daylight Sensor	DS-102C		102C	
190	Electrical	Daylight Sensor	DS-102D		102D	
191	Electrical	Daylight Sensor	DS-102F		102F	
192	Electrical	Daylight Sensor	DS-102H		102H	
193	Electrical	Daylight Sensor	DS-102L		102L	
194	Electrical	Daylight Sensor	DS-102N		102N	
195	Electrical	Daylight Sensor	DS-104A		104A	
196	Electrical	Daylight Sensor	DS-106C		106C	
197	Electrical	Daylight Sensor	DS-106H		106H	
198	Electrical	Daylight Sensor	DS-106K		106K	Removed from Project
199	Electrical	Daylight Sensor	DS-106L		106L	
200	Electrical	Daylight Sensor	DS-106M		106M	
201	Electrical	Daylight Sensor	DS-107		107	
202	Electrical	Daylight Sensor	DS-109		109	
203	Electrical	Daylight Sensor	DS-110		110	
204	Electrical	Daylight Sensor	DS-111		111	
205	Electrical	Daylight Sensor	DS-112		112	
206	Electrical	Daylight Sensor	DS-113		113	
207	Electrical	Daylight Sensor	DS-114		114	
208	Electrical	Daylight Sensor	DS-115		115	
209	Electrical	Daylight Sensor	DS-116		116	
210	Electrical	Daylight Sensor	DS-117		117	
211	Electrical	Daylight Sensor	DS-118		118	
212	Electrical	Daylight Sensor	DS-120		120	
213	Electrical	Daylight Sensor	DS-122		122	
214	Electrical	Daylight Sensor	DS-124		124	
215	Electrical	Daylight Sensor	DS-126		126	
216	Electrical	Daylight Sensor	DS-129-1		129	
217	Electrical	Daylight Sensor	DS-129-2		129	
218	Electrical	Daylight Sensor	DS-129-3		129	
219	Electrical	Daylight Sensor	DS-129-4		129	
220	Electrical	Daylight Sensor	DS-130-1		130	
221	Electrical	Daylight Sensor	DS-130-2		130	
222	Electrical	Daylight Sensor	DS-132		132	
223	Electrical	Daylight Sensor	DS-134		134	
224	Electrical	Daylight Sensor	DS-136		136	
225	Electrical	Daylight Sensor	DS-138		138	
226	Electrical	Daylight Sensor	DS-142		142	
227	Electrical	Daylight Sensor	DS-144		144	
228	Electrical	Daylight Sensor	DS-146		146	
229	Electrical	Daylight Sensor	DS-150-1		150	
230	Electrical	Daylight Sensor	DS-150-2		150	Partial I
231	Electrical	Dimmer	DIM-102C	Wireless Dimmer	102C	
232	Electrical	Dimmer	DIM-102D	Wireless Dimmer	102D	
233	Electrical	Dimmer	DIM-102E	Wireless Dimmer	102E	
234	Electrical	Dimmer	DIM-102F	Wireless Dimmer	102F	
235	Electrical	Dimmer	DIM-102H	Wireless Dimmer	102H	
236	Electrical	Dimmer	DIM-102L	Wireless Dimmer	102L	
237	Electrical	Dimmer	DIM-102M	Wireless Dimmer	102M	
238	Electrical	Dimmer	DIM-106A	Wireless Dimmer	106A	
239	Electrical	Dimmer	DIM-106C	Wireless Dimmer	106C	
240	Electrical	Dimmer	DIM-106E	Wireless Dimmer	106E	
241	Electrical	Dimmer	DIM-106H	Wireless Dimmer	106H	
242	Electrical	Dimmer	DIM-106K	Wireless Dimmer	106K	
243	Electrical	Dimmer	DIM-106L	Wireless Dimmer	106L	Partial I
244	Electrical	Dimmer	DIM-106M	Wireless Dimmer	106M	
245	Electrical	Dimmer	DIM-106N	Wireless Dimmer	106N	
246	Electrical	Three Button Wall Station	WS-3B-101G		101G	Partial I
247	Electrical	Three Button Wall Station	WS-3B-107		107	Partial I
248	Electrical	Three Button Wall Station	WS-3B-109		109	Partial I
249	Electrical	Three Button Wall Station	WS-3B-110		110	Partial I
250	Electrical	Three Button Wall Station	WS-3B-111		111	Partial I
251	Electrical	Three Button Wall Station	WS-3B-112		112	Partial I
252	Electrical	Three Button Wall Station	WS-3B-113		113	Partial I
253	Electrical	Three Button Wall Station	WS-3B-114		114	Partial I
254	Electrical	Three Button Wall Station	WS-3B-115		115	Partial I
255	Electrical	Three Button Wall Station	WS-3B-116		116	Partial I
256	Electrical	Three Button Wall Station	WS-3B-117		117	Partial I
257	Electrical	Three Button Wall Station	WS-3B-118		118	Partial I
258	Electrical	Three Button Wall Station	WS-3B-120		120	Partial I

Legend				Construction Checklists		Functional Test Procedures	
				Open or data	CC has not been visually verified by Liberty.	Testing has not begun.	
				Partial I	CC has been visually verified and there is an open issue.	Testing has begun but is incomplete.	
				Partial R	CC has been visually verified and contractor has responded to open issues.	Testing has begun, but issues were noted. Contractor has responded to issues.	
				SIGN	CC has been visually verified and requires only signatures.	Testing has been completed, only signatures required.	
				CLOSED	CC has been visually verified and is 100% complete.	Testing is 100% complete.	
					N/A. Equipment is not tested due to sampling.	N/A. Equipment is not tested due to sampling.	
259	Electrical	Three Button Wall Station	WS-3B-122		122	Partial I	
260	Electrical	Three Button Wall Station	WS-3B-124		124	Partial I	
261	Electrical	Three Button Wall Station	WS-3B-126		126	Partial I	
262	Electrical	Three Button Wall Station	WS-3B-129		129	Partial I	
263	Electrical	Three Button Wall Station	WS-3B-130		130	Partial I	
264	Electrical	Three Button Wall Station	WS-3B-132		132	Partial I	
265	Electrical	Three Button Wall Station	WS-3B-134		134	Partial I	
266	Electrical	Three Button Wall Station	WS-3B-136		136	Partial I	
267	Electrical	Three Button Wall Station	WS-3B-138		138	Partial I	
268	Electrical	Three Button Wall Station	WS-3B-142		142	Partial I	
269	Electrical	Three Button Wall Station	WS-3B-144		144	Partial I	
270	Electrical	Three Button Wall Station	WS-3B-146		146	Partial I	
271	Electrical	Three Button Wall Station	WS-3B-150-1		150	Partial I	
272	Electrical	Three Button Wall Station	WS-3B-150-2		150	Partial I	
273	Electrical	Two Button Wall Station	WS-2B-103		103	Partial I	
274	Electrical	Two Button Wall Station	WS-2B-105		105	Partial I	
275	Electrical	Two Button Wall Station	WS-2B-131		131	Partial I	
276	Electrical	Two Button Wall Station	WS-2B-101A-1		101A	Partial I	
277	Electrical	Two Button Wall Station	WS-2B-101A-2		101A	Partial I	
278	Electrical	Two Button Wall Station	WS-2B-101C		101C	Partial I	
279	Electrical	Two Button Wall Station	WS-2B-101D		101D	Partial I	
280	Electrical	Two Button Wall Station	WS-2B-102A		102A	Partial I	
281	Electrical	Two Button Wall Station	WS-2B-102B		102B	Partial I	
282	Electrical	Two Button Wall Station	WS-2B-102G		102G	Partial I	
283	Electrical	Two Button Wall Station	WS-2B-104A-1		104A	Partial I	
284	Electrical	Two Button Wall Station	WS-2B-104A-2		104A	Partial I	
285	Electrical	Two Button Wall Station	WS-2B-104C-1		104C	Partial I	
286	Electrical	Two Button Wall Station	WS-2B-104C-2		104C	Partial I	
287	Electrical	Two Button Wall Station	WS-2B-104E-1		104E	Partial I	
288	Electrical	Two Button Wall Station	WS-2B-104E-2		104E	Partial I	
289	Electrical	Two Button Wall Station	WS-2B-104K		104K	Partial I	
290	Electrical	Two Button Wall Station	WS-2B-106B		106B	Partial I	
291	Electrical	Two Button Wall Station	WS-2B-A100-1		A100	Duplicate; Removed from Project	
292	Electrical	Two Button Wall Station	WS-2B-A100-2		A100	Duplicate; Removed from Project	
293	Electrical	Key Switch	KS-F100		F100	Partial I	
294	Electrical	Key Switch	KS-E100		E100	Partial I	
295	Electrical	Key Switch	KS-G103		G103	Partial I	
296	Electrical	Key Switch	KS-G107		G107	Partial I	
297	Electrical	Key Switch	KS-A100A		A100A	Partial I	
298	Electrical	Key Switch	KS-A100		A100	Partial I	
299	Electrical	Key Switch	KS-H103		H103	Partial I	

ATTACHMENT J.11

Subcontracting Plan

Available at www.ocp.dc.gov click on "Solicitation Attachments"



SBE SUBCONTRACTING PLAN

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

SUBMISSION OF SBE SUBCONTRACTING PLAN:

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

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

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

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

GOVERNMENT-ASSISTED PROJECT (✓ which applies <input type="checkbox"/> Agency Contract or <input type="checkbox"/> Private Project) INFORMATION:	
AGENCY SOLICITATION	PRIVATE PROJECT
Solicitation Number _____ Solicitation Due Date: _____ Agency : _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Dollar Amount of Contract: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>	District Subsidy: _____ Agency Providing Subsidy: _____ Amount of District Subsidy: _____ Date District Subsidy Provided: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(Include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i>

SBE/ CBE SUBCONTRACTORS (FOR EACH TIER):

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	Select Tier	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$ _____ ✓all that applies, Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)		SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	

SBE/ CBE SUBCONTRACTOR INFORMATION: <i>(For design-build projects, the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the contract amount including total design and build costs) is required to be submitted before entering into a guaranteed maximum price or contract authorizing construction.)</i>			
SBE/ CBE Company	Address/Telephone No./ Email	Subcontractor Tier (1 st , 2 nd , 3 rd , etc.)	Description of Subcontract scope of work to be PERFORMED WITH SBE/CBEs OWN ORGANIZATION & RESOURCES
_____	_____	Select Tier	_____
Period of subcontract: _____ Price to be paid to the SBE/CBE Subcontractor: \$ _____ ✓all that applies, Subcontractor is: <input type="checkbox"/> a SBE <input type="checkbox"/> a CBE <input type="checkbox"/> CBE Certification #: _____ <input type="checkbox"/> SBE/CBE will perform the ENTIRE subcontract with its own organization and resources <input type="checkbox"/> SBE/CBE will subcontract a portion of the subcontract (MUST LIST EACH LOWER TIER SBE/ CBE SUBCONTRACTS)		SBE/ CBE Point of Contact Name: _____ Title: _____ Telephone Number: _____ Email Address: _____	

I _____ of _____ swear or affirm the above is true and accurate
 (Name) (Title) (Prime Contractor/ Developer)

 (Signature)

 (Date)

Complete additional copies as needed.



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

AGENCY CONTRACT AWARD	PRIVATE PROJECT SUBSIDY AWARD
Agency: _____ Prime Contractor: _____ Contract Number: _____ Date SBE Subcontracting Plan Accepted: _____ Date agency contract signed: _____ Anticipated Start Date of Contract: _____ Anticipated End Date of Contract: _____ Total Dollar Amount of Contract: \$ _____ <i>*Design-Build must include total contract amount for both design and build phase of project.</i> 35% of Total Contract Amount: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every tier)</i> (✓ if applies) <input type="checkbox"/> Base Period Contract -- Option/Extension Period: _____ <input type="checkbox"/> Multi-year Contract First year (period) of Contract: _____ Current year (period) of Contract: _____ <input type="checkbox"/> Design-Build --Date of Guaranteed Contract: _____ <input type="checkbox"/> Check if prime contractor is a CBE and will perform the ENTIRE government-assisted project (agency contract) with its own organization and resources and NOT subcontract any portion of services or goods.	Agency Providing Subsidy: _____ District Subsidy: _____ Developer: _____ Amount of District Subsidy: _____ Date District Subsidy Provided/ contract signed: _____ Anticipated Start Date of Project: _____ Anticipated End Date of Project: _____ Project Name: _____ Project Address: _____ Total Development Project Budget: \$ _____ <i>(include pre-construction and construction costs)</i> 35% of Total Development Project Budget: \$ _____ Total Amount of All SBE/CBE subcontracts: \$ _____ <i>(include every lower tier)</i> <input type="checkbox"/> Check if developer is a CBE and will perform the ENTIRE government-assisted project (private project) with its own organization and resources and NOT subcontract any portion of services or goods.

AGENCY CONTRACTING OFFICER'S AFFIRMATION OR AGENCY PROJECT MANAGER'S AFFIRMATION
(✓ which applies)

The Below Agency Contracting Officer or Agency Project Manager Affirms the following (✓ to affirm):

- If the Beneficiary is a CBE, DSLBD was contacted to confirm Beneficiary's CBE certification;
- The fully executed Contract (Base or Option or Extension or Multi-Year) or subsidy document, between the Beneficiary and Agency, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing;
- FOR AGENCY CONTRACT** the SBE Subcontracting Plan, submitted by Beneficiary, was emailed to DSLBD @ Compliance.Enforcement@dc.gov within five (5) days of signing the contract between the Beneficiary and Agency.

Name of Agency Contracting Officer or Agency Project Manager

Title of Agency Contracting Officer or Agency Project Manager

Signature

Date



SBE SUBCONTRACTING STATUTORY REQUIREMENTS ACKNOWLEDGEMENT FORM

I, [Name], [Title] Of [Company Name of Prime Contractor/Developer] acknowledge that the [Project Name &/or Contract Number] project is subject to the SBE subcontracting requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "Act") (D.C. Law 20-108; D.C. Official Code § 2-218.01 et seq.). I further acknowledge that this form is just a summary of the Act, and that the project must comply with all relevant sections of the Act, and not just the provisions outlined below.

SBE Subcontracting Requirements

- Pursuant to section 2-218.46 of the Act, all construction & non-construction Government-assisted projects (agency issued contracts & private projects that received any type of District subsidy) over \$250,000, shall require 35% subcontracting to Small Business Enterprises (SBE) certified by the Department of Small and Local Business Development (DSLBD), unless waived by DSLBD.
- **Agency Issued Contracts** – 35% of the total amount of the agency issued contract shall be subcontracted to SBEs.
- **Private Projects with District Subsidy** – 35% of the total project costs (development costs) shall be subcontracted to SBEs. The 35% requirement is not limited to the amount of the District subsidy.
- If there are insufficient qualified SBEs to fulfill the 35% subcontracting requirement, the requirement may be satisfied by subcontracting 35% to Certified Business Enterprises (CBE) certified by DSLBD; provided, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontract work.

SBE Subcontracting Plan

- A SBE Subcontracting Plan listing all subcontracts, between the **Beneficiary** and SBEs/CBEs; and between SBE/CBE and Non-CBE Subcontractors and all lower tier SBE/CBE Subcontractors must be submitted for this project.
- **For Agency Solicitations** - the SBE Subcontracting Plan must be submitted to the agency with the bid/proposal for the bid/proposal to be considered responsive.
- **For Agency Multi-year/ Options/ Extensions** - submit SBE Subcontracting Plan to agency before next year/ option/ extension exercised.



- No multiyear contracts or extended contracts which are not in compliance with the subcontracting requirements at the time of the contemplated exercise of the option or extension, shall be renewed or extended, and any such option or extension shall be void.
- **For Private Projects** - submit revised SBE Subcontracting Plans to DSLBD, agency project manager and Office of the District of Columbia Auditor (ODCA), with each quarterly report.
- **For Agency Contracts for Design-Build Projects** - the SBE Subcontracting Plan is not required to be submitted for preconstruction services; however, a full SBE Subcontracting Plan (35% of the amount of the contract including total design and build costs) is required before entering into a guaranteed maximum price or contract authorizing construction.

Special Requirements

- Each construction and non-construction Government-assisted project for which a CBE is selected as a Beneficiary, shall require the CBE perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with CBEs.
- Each construction and non-construction Government-assisted project for which a CBE is utilized to meet the 35% subcontracting requirement, shall require the CBE perform at least 35% of the contracting effort with its own organization and resources.
- Each construction and non-construction Government-assisted project of **\$1 million or less** for which a CBE is selected as a Beneficiary shall include a requirement that the CBE perform at least 50% of the on-site work with its own workforce.

Special Exemption

- If the Beneficiary is a CBE and will perform the *ENTIRE* government-assisted project with its own organization and resources and NOT subcontract any portion of the government-assisted project, then the CBE is not required to subcontract 35% to SBEs.

Special Requirements for Certified Joint Venture Beneficiaries

- Each construction and non-construction Government-assisted project for which a certified joint venture is selected as a Beneficiary shall include a requirement that the CBE member of the joint venture perform at least 50% of the contracting



effort with its own organization and resources and, if it subcontracts, 35% of the subcontracted effort shall be with CBEs.

Mandatory Meetings

- The Beneficiary of a Government-assisted project **shall meet with DSLBD and ODCA within 10 days of the execution of this Acknowledgment Form.**
- Thereafter, the Beneficiary of a Government-assisted project shall meet on an annual basis with DSLBD and ODCA to provide an update of the subcontracting plan for utilization of SBEs and CBEs.

Compliance Reporting Requirements

- The Beneficiary of a Government-assisted project shall submit the following reports to DSLBD, the agency contracting officer, project manager, and ODCA:
 - SBE Subcontracting Plan;
 - Completed Quarterly Reports;
 - Completed Vendor Verification Forms; and
 - Each fully executed subcontract with each subcontractor listed on the SBE Subcontracting Plan (required to receive credit towards the 35% SBE subcontracting requirement).
- The Beneficiary can receive the vendor verification forms, and any other compliance forms at the initial meeting with DSLBD.

Enforcement and Penalties

- If a CBE Beneficiary that received points or a price reduction performs less than 35% of the total contracting effort with its own organization and resources, then the CBE shall be subject to the penalties and fines of section 2-218.63 of the Act.
- If the CBE member of a certified joint venture Beneficiary that received points or a price reduction, performs less than 50% of the total contracting effort with its own organization and resources, then the joint venture and the CBE shall be subject to the penalties and fines of section 2-218.63 of the Act.
- For any subcontracting plan required by law, the Beneficiary shall be deemed to have breached the subcontracting plan for utilization of SBEs or CBEs in the performance of a contract if the Beneficiary:



- Fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner;
 - Submits a monitoring or compliance report, or other required subcontracting information containing a materially false statement; or
 - Fails to meet the subcontracting requirements of section 2-218.46 of the Act.
- A Beneficiary that is found to have breached a subcontracting plan for utilization of certified business enterprises shall be subject to the imposition of penalties, including monetary fines, pursuant to section 2-218.63 of the Act.
 - If DSLBD determines that a Beneficiary has failed to use commercially reasonable best efforts to meet the subcontracting requirements of section 2-218.46 of the Act, DSLBD shall assess a civil penalty equal to 10% of the dollar volume of the contract that the Beneficiary was required but failed to subcontract. The civil penalty will be in addition to any other penalties or causes of action that may be available.

Pertinent DEFINITIONS in the Act

Agency means: an agency, department, office, board, commission, authority, or other instrumentality of the District government, with or without legal existence separate from that of the District government.

Beneficiary means: a business enterprise that is the **prime contractor or developer** on a government-assisted project.

Government-assisted project means:

- (A) A *contract* executed by an agency on behalf of the District or pursuant to statutory authority that involves District funds or, to the extent not prohibited by federal law, funds that the District administers in accordance with a federal grant or otherwise;
- (B) A *project* funded in whole or in part by District funds;
- (C) A *project* that receives a loan or grant from a District agency;
- (D) A *project* that receives bonds or notes or the proceeds thereof issued by a District agency, including tax increment financing or payment in lieu of tax bonds and notes;
- (E) A *project* that receives District tax exemptions or abatements that are specific to the project and not to the nature of the entity undertaking the project, such as a religious institution or nonprofit corporation; or
- (F) A *development project* conducted pursuant to a disposition under section 1 of An Act Authorizing the sale of certain real estate in the District of Columbia no longer required for public purposes, approved August 5, 1939 (53 Stat. 1211; D.C. Official Code § 10-801).



I acknowledge receipt of this Acknowledgement Form, and understand that a Beneficiary, CBE, or Certified Joint Venture that fails to comply with all of the relevant requirements of the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Law 20-108) (the "Act"), which include, but are not limited to the provisions above, shall be subject to penalties as outlined in the Act. I further acknowledge that I am authorized to sign on behalf of the entity listed below.

(Print Name)

(Date)

(Signature)

(E-mail)

(Title)

(Company)

ATTACHMENT J.12

River Terrace Special Education Center Construction Drawings Weblink

Weblink to Construction Drawings

<https://www.dropbox.com/sh/vi0u7nwjmkswk8t/AAAQIQAYp7L4kXVTtTT9mK5ha?dl=0>

The screenshot shows a Dropbox folder named "Addendum 3 - Copy". The folder contains the following files:

File Name	Size	Extension
01 01 01	62.0 KB	PDF
02 01 01	62.0 KB	PDF
03 01 01	62.0 KB	PDF
04 01 01	62.0 KB	PDF
05 01 01	62.0 KB	PDF
06 01 01	62.0 KB	PDF
07 01 01	62.0 KB	PDF
08 01 01	62.0 KB	PDF
09 01 01	62.0 KB	PDF
10 01 01	62.0 KB	PDF
11 01 01	62.0 KB	PDF
12 01 01	62.0 KB	PDF
13 01 01	62.0 KB	PDF
14 01 01	62.0 KB	PDF
15 01 01	62.0 KB	PDF
16 01 01	62.0 KB	PDF
17 01 01	62.0 KB	PDF
18 01 01	62.0 KB	PDF
19 01 01	62.0 KB	PDF
20 01 01	62.0 KB	PDF
21 01 01	62.0 KB	PDF
22 01 01	62.0 KB	PDF
23 01 01	62.0 KB	PDF
24 01 01	62.0 KB	PDF
25 01 01	62.0 KB	PDF
26 01 01	62.0 KB	PDF
27 01 01	62.0 KB	PDF
28 01 01	62.0 KB	PDF
29 01 01	62.0 KB	PDF
30 01 01	62.0 KB	PDF
31 01 01	62.0 KB	PDF
32 01 01	62.0 KB	PDF
33 01 01	62.0 KB	PDF
34 01 01	62.0 KB	PDF
35 01 01	62.0 KB	PDF
36 01 01	62.0 KB	PDF
37 01 01	62.0 KB	PDF
38 01 01	62.0 KB	PDF
39 01 01	62.0 KB	PDF
40 01 01	62.0 KB	PDF
41 01 01	62.0 KB	PDF
42 01 01	62.0 KB	PDF
43 01 01	62.0 KB	PDF
44 01 01	62.0 KB	PDF
45 01 01	62.0 KB	PDF
46 01 01	62.0 KB	PDF
47 01 01	62.0 KB	PDF
48 01 01	62.0 KB	PDF
49 01 01	62.0 KB	PDF
50 01 01	62.0 KB	PDF
51 01 01	62.0 KB	PDF
52 01 01	62.0 KB	PDF
53 01 01	62.0 KB	PDF
54 01 01	62.0 KB	PDF
55 01 01	62.0 KB	PDF
56 01 01	62.0 KB	PDF
57 01 01	62.0 KB	PDF
58 01 01	62.0 KB	PDF
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ATTACHMENT J.13

Past Performance Evaluation

PAST PERFORMANCE EVALUATION FORM
(Check appropriate box)

OFFEROR _____

Performance Elements	Excellent	Good	Acceptable	Poor	Unacceptable
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name and Title of Evaluator: _____
2. Signature of Evaluator: _____
3. Name of Organization: _____
4. Telephone Number of Evaluator: _____
E-mail address of Evaluator: _____
5. State type of service received: _____
6. State Contract Number, Amount and Period of Performance _____

7. Remarks on Excellent Performance: Provide data supporting this observation. Continue on separate sheet if needed)
8. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondenc -Responsive to contract requirements -Prompt notification of contrac problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small dsadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost Issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive.
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

ATTACHMENT J.14

Frequently Asked Questions

CMC RFP Questions and Answers

Question	Answer
1. Building Name and address.	River Terrace Special Education Center 420 34 th street NE Washington DC
2. What is the building gross Sq. Ft.	77,864 Gross
3. What type HVAC system is used at this site?	See Selection below
Low Pressure Steam boilers with through the wall A/C units or window units	N/A
Hot Water Boilers with through the wall or window units for A/C	N/A
Two pipe system with chillers, boilers, air handlers / fan coil units and cooling towers	N/A
Four pipe system with chillers, boilers, air handlers / fan coil units and cooling towers	N/A
Water source heat pumps with boilers and cooling towers	N/A
Variable flow refrigerant systems with dedicated outside air units	Yes
Air to Air split systems heat pumps or split system A/C with electric heat	Yes
Geo-thermal systems	N/A
4. Number of chillers and their capacity and type	N/A
5. Number of boilers and their capacity and type	N/A
6. Number of cooling towers and their type	N/A
7. Domestic water heating system type and capacity.	Gas Fired Lochinvar with two recirculation pumps
8. Does the domestic hot water system utilize passive solar collectors?	No
9. Emergency generator types, make and capacity?	See Drawings
10. How many emergency power transfer switches are on this site?	See Drawings
11. Who provides the fuel for the emergency generator?	Initially DGS, to be topped off by CMC contractor.
12. Are there Fire Pumps at this facility and what is their capacity?	Yes
13. Will the CMC be responsible for Fire alarm system testing?	Yes
Number of audible and strobes	See Drawings

devices?	
Number of initiating devices?	See Drawings
Number of smoke control fans?	See Drawings
14. Wet Sprinkler system. Number of zones or risers?	Yes. See drawings for risers
15. Dry Pipe sprinklers system. Number of dry pipe valves?	See Drawings
16. Will the CMC be responsible for kitchen hood systems? How many?	Yes See equipment list
17. Are there ansul or cardox fire suppression hood systems?	Yes
18. Are there any pre-action dry pipe systems on site?	No
19. Will the CMC be responsible Cafeteria equipment?	Yes
What amperage and voltage is the main electrical switch gear? How many?	See Electrical drawings
20. Will the CMC be responsible for swimming pool and equipment? How many pools and pool size?	Yes
21. Will a full time certified pool operator be required during pool operating hours?	Yes
22. Will the CMC be responsible for UPS system maintenance? If so what is the make and capacity?	See Electrical drawings
23. Does the UPS utilize wet or dry battery backup?	See Drawings
24. Will the CMC be responsible for window cleaning?	Yes
25. Are there roof anchors for window cleaning?	Yes
26. Will the CMC be responsible for a green roof? How many Sq. Ft?	No
27. Will the CMC be responsible for structural repairs?	Yes
28. Will the CMC be responsible for sidewalk and parking lot repairs?	Yes
29. Will the CMC be responsible for exterior lighting repairs?	Yes
30. Will the CMC be responsible for Track and Field, stadium structures and bleachers?	N/A
31. Who is the installer of the Track and Field?	N/A

32. Who is the installer of the score boards?	N/A
33. Who is the installer of the swimming pools	N/A
34. Can a CMC staff member become certified to manage the pools?	N/A
35. Will the CMC be required to staff the building and pools on weekends and holidays?	No
36. Will the CMC handle landscaping?	Yes
37. Will DGS provide electronic and hard copies of landscaping drawings?	Yes
38. Will DGS provide electronic and hard copied of architectural, civil, mechanical, plumbing and electrical drawings?	Yes
39. Will the CMC be required to service and maintain lab fume hoods?	N/A
40. Will the CMC be responsible for all snow removal?	Yes
41. Will the CMC be responsible for shop equipment such as automotive, carpentry, electrical or metal shop equipment?	N/A
42. Will the CMC be responsible for exterior irrigation systems?	Yes
43. Who is the installer of the exterior irrigation system?	N/A
44. Will the CMC be responsible for rain water cistern systems?	N/A
45. Who is the installer of the cistern system?	N/A
46. Will the CMC be responsible for gray water systems?	N/A
47. Will the CMC be responsible for any retention ponds?	Yes, an underground retention tank
48. Who is the installer of the gray water system?	N/A
49. Will the CMC handle all recycling and trash removal?	Yes
50. How many waste generators are there at this site?	One
51. How many elevators are at this site? Provide make and type (hydraulic or	See Drawings

hoist types)	
52. Will the CMC be responsible for fire extinguishers inspections? How many fire extinguishers are there at this site?	Yes
53. Will the CMC be responsible for Pest Control?	Yes
54. Will the CMC provide janitorial services?	No
55. How many back flow preventers are at this site?	See Drawings
56. How many pressure vessels are at this site?	See Drawings
57. Are there any warranties on equipment at this site? If so, from who and on what equipment or assets?	Yes, the building is new
58. What type of building automation systems is used on site?	DDC
59. Does the building have a lighting control system?	No
60. Does the site use day light harvesting systems?	No
61. Will the CMC be responsible for HVAC system water treatment?	N/A
62. Does DGS provide a scope for water treatment such as chemicals used and the level of each chemical in the system?	N/A
63. Does the CMC maintain any loading dock levelers or other lift systems at this site?	N/A
64. What is the expected contract start date?	February 1, 2016
65. Will the CMC be required to do infra- red testing of the building electrical systems? If so, how often?	Yes
66. Will the CMC be required to do Eddy Current Tests? How often	N/A
67. If equipment of any type is added to the CMC responsibility, will DGS adjust the contract price to accommodate the change?	Yes

68. What is the repair reimbursable deductible amount on this contract?	\$0.00
69. Will the contractor staff be provided parking?	Yes
70. Are there any underground or above ground fuel oil tanks?	No
71. Will the CMC be responsible for roll up doors? If so, how many?	Yes