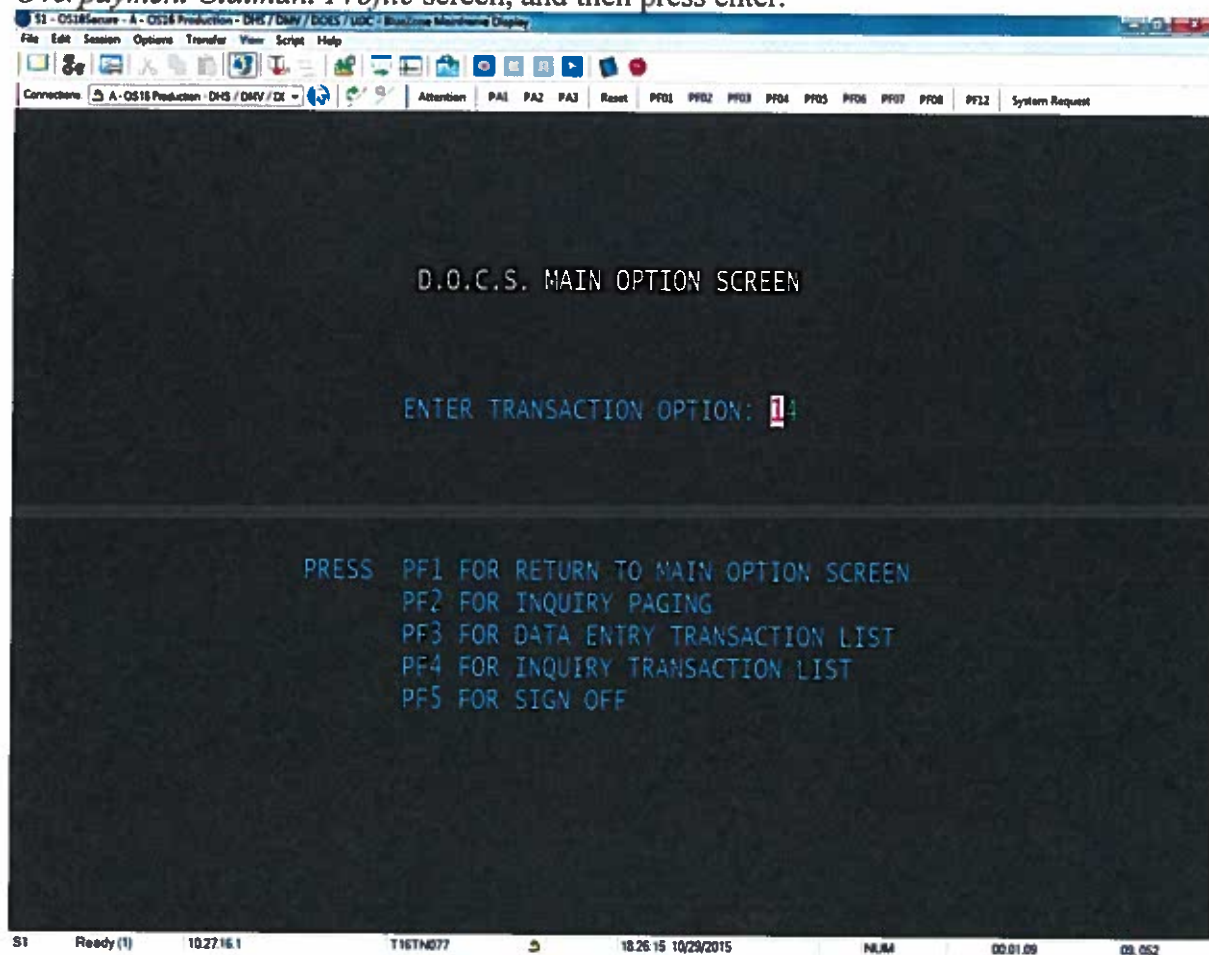


Step 7: On the DOCS Main Option screen, enter "14" in the *Enter Transaction Option* field to go to the *Overpayment Claimant Profile* screen, and then press enter.



Step 8: Enter the claimant's social security number in the "SSN" field, and then press enter.

```

S1 - OS16Secure - A - OS16 Production - DHS / DMV / DC - BlueZone Mainframe Display
File Edit Session Options Transfer View Script Help
Connections: A - OS16 Production - DHS / DMV / DC
Attention PA1 PA2 PA3 Reset PF01 PF02 PF03 PF04 PF05 PF06 PF07 PF08 PF12 System Request

OVERPAYMENT CLAIMANT PROFILE 14

CLAIMANT SSN      :                               BYE:
NAME              :
MAILING ADDRESS  :                               DELIVERABLE?:
CITY              :                               STATE      :       ZIP CODE:
LIABLE STATE     :                               COUNTY FIPS :
TELEPHONE        :                               LOCAL OFFICE:
MAIL INDICATOR   :                               DECEASED IND:
1ST BILL DATE    :                               ADDR CHG DATE :

PRIOR MONTH BALANCE :
TOTAL OVERPAID AMOUNT :
TOTAL INTEREST       :
TOTAL AMOUNT RECOUPED :
TOTAL AMOUNT OFFSET  :
TOTAL AMOUNT WRITEOFF :
TOTAL PENALTY SURCHARGE :
TOTAL AMOUNT WAIVED  :

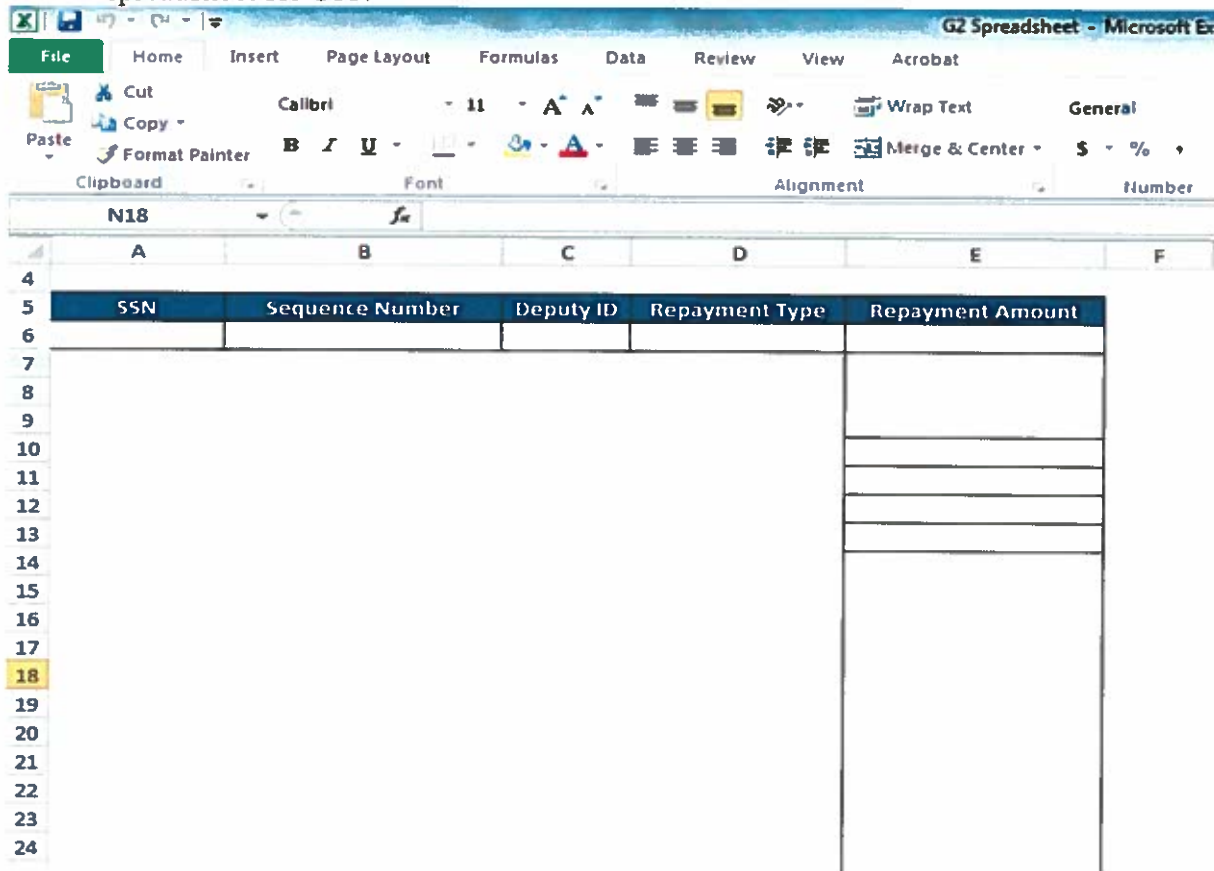
TOTAL OUTSTANDING BALANCE:
TOTAL NUMBER OF OVERPAID WEEKS:
TOTAL NUMBER - OVERPAYMENTS:   REPAYMENTS:

TRANSACTION OPTION:
    
```

51 Ready (1) 10.27.16.1 T167ND77 18.26.42 10/29/2015 NUM 00.01.36 03.019

Step 9: Review the claimant’s total outstanding overpayment balance.

- a. If the offset amount from TOP is greater than the balance amount in DOCS, or if the balance amount is zero in DOCS, then enter the claimant’s SSN, unemployment claim sequence number, the recovery specialist’s deputy ID, the repayment type, and the repayment amount on the G2 spreadsheet for OIT.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

MEMORANDUM

TO:



FROM:



THROUGH:



DATE: October 13, 2015

SUBJECT: October Refund

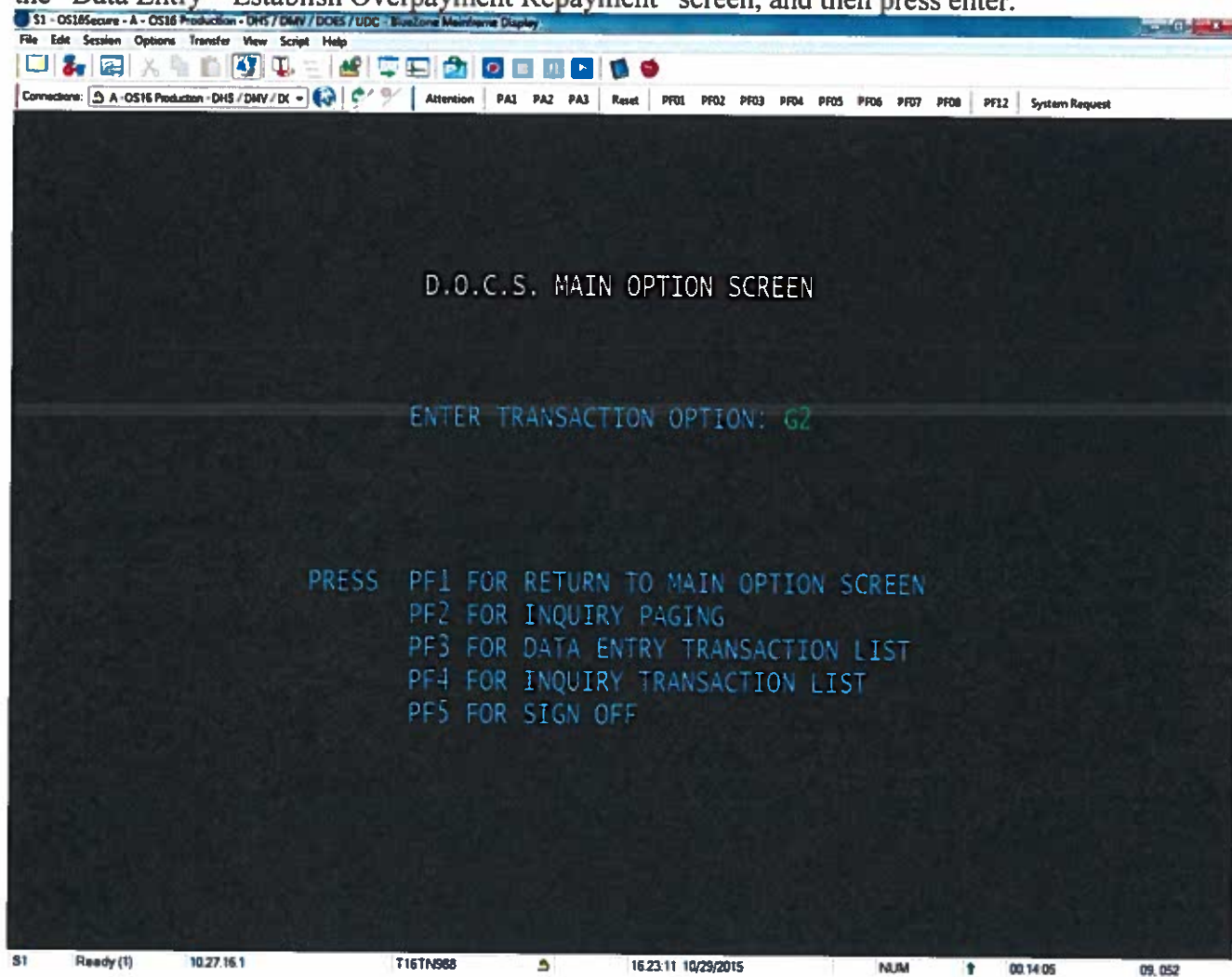
Please find enclosed 04 overpayment repayments, totaling [REDACTED] that requires repayment and redistributing to the Unemployment Insurance (UI) claimants provided in the attachment. The payments were from taxes that were intercepted or wage garnishment. Please process and make payments accordingly, as the amounts intercepted were greater than the amounts owed to the Department of Employment Services. Should you have any questions, contact [REDACTED]

4055 Minnesota Ave, N.E. • Suite 5000 • Washington, D.C. 20019 • Office: 202.671.1900

1. Upon completion, the recovery specialist sends the G2 spreadsheet with a memo to OIT detailing the number of overpayment repayments and the refund total amount.
2. OIT then updates DOCS in an overnight batch process to deduct the overpayment balance amount and refund the remaining overage to the claimant.
- c. If the offset amount from TOP is less than the balance amount in DOCS, then the offset is deducted from the overpayment balance amount using a G2 transaction. See *Performing G2 Transaction to enter TOP Repayments*.

Performing G2 Transaction to enter TOP Repayments

Step 1: On the DOCS Main Option screen, enter “G2” in the “Enter Transaction Option” field to go to the “Data Entry – Establish Overpayment Repayment” screen, and then press enter.



Step 2: Enter the following information:

- a. **“SSN” field:** the claimant’s social security number;
- b. **“Name Check” field:** the first 4 letters of the claimant’s last name;
- c. **“Deputy ID” field:** the claims examiner or recovery specialist’s deputy ID;
- d. **“Repayment Type” field:** enter “10” which indicates the repayment is an IRS tax intercept;
- e. **“Repayment Amount” field:** enter the total offset amount;
- f. **“Receipt Number” field:** leave this field blank for all IRS tax intercepts.

DATA ENTRY - ESTABLISH OVERPAYMENT REPAYMENT G2

SOCIAL SECURITY NUMBER:
NAME CHECK
DEPUTY ID
REPAYMENT TYPE
REPAYMENT AMOUNT
RECEIPT NUMBER

TRANSACTION OPTION:

S1 Ready (1) 10/27/16 T16TNS88 16:22:00 10/29/2015 NUM 00:12:54 03, 026

Step 3: Press enter, and the “G2” screen reads *****TRANSACTION ACCEPTED***** upon completion.

- a. If there is an error after pressing enter, the G2 screen will highlight the fields in red and indicate “Highlighted field(s) in error” to prompt the user to make the necessary corrections to the information entered.

Step 4: In the “Transaction Option” field, enter “05” to view the Overpayment Reimbursements page. This way, the recovery specialist is able to identify the offset successfully processed towards the claimant’s overpayment in DOCS.

OVERPAYMENT REIMBURSEMENTS 05

SSN: NAME: BYE:

TOTAL NO. OF REPAYMENTS :

REPAYMENT ID	TYPE	AMOUNT	OFFSET WEEK/PROG	DATE OF PAYMENT	RECEIPT NUMBER	CHECK NUMBR	CHECK DOI	CLEAR DATE	DISP CODE
-----------------	------	--------	---------------------	--------------------	-------------------	----------------	--------------	---------------	--------------

FOR MORE THAN 12 REPAYMENTS DEPRESS PF2 TRANSACTION OPTION:

31 Ready (1) 10.27.16.1 T16TNS88 1643.21 10/29/2015 NUM 00:34:15 03.007



District of Columbia Department of Employment Services Standard Operating Procedures (SOPs)	
Division: UI Call Center	Subject: Call Center and Initial Claims
Program Director: Robert Thompson	Date of Issuance: May 23, 2013
Revision Date: January 17, 2018	Review Date: January 17, 2020
Reference: Office of Unemployment Compensation	
<i>Note: This Standard Operating Procedure, including any attachments, is intended only for internal use by staff at the Department of Employment Services, and is not to be distributed. It contains information which may be confidential, legally privileged, and proprietary in nature.</i>	

APPROVAL

Unique Morris-Hughes, Director

Date

Remove & Destroy: March 31, 2015
 Effective Date: May 23, 2013
 Review Date: January 17, 2020
 Distribution: UI Call Center Staff
 Point-of-Contact: Robert Thompson, Associate Director, Robert.Thompson5@dc.gov

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Purpose

The Unemployment Insurance (UI) Program:

The Unemployment Insurance program was included in legislation passed by the U.S. Congress as part of the Social Security Act of 1935. The intent of the UI program is to assist workers, who have lost their jobs through no fault of their own, by providing UI benefits and reemployment services in order to reduce the economic impact of unemployment to the individuals and the community.

The Department of Employment Services (DOES) administers the District of Columbia's UI program based on federal and District law and pursuant to the guidelines established by the U.S. Department of Labor (DOL). This Standard Operating Procedure provides guidance for the established policies and procedures for the administration of unemployment insurance benefits claim processing. This operational procedure was developed as a resource for new and experienced Call Center Representatives, Claims Examiners, Adjudicators and other users to file unemployment claims.

These operational procedures are not intended to be an exhaustive resource, but serve as standard procedures and one part in a series of complementary tools (i.e. Training Manuals, System User Guides and training).

The DOES Unemployment Insurance Call Center:

For many customers, the UI Call Center is the first point of contact they have with the DOES agency and staff. Therefore, it is imperative the UI Call Center maintains excellent ratings in customer satisfaction. Customer care excellence is the highest priority, and all communication must be administered in a manner that makes the customer feel respected and confident in the agent and the Agency as a whole. An effective Call Center must be efficient and productive, and the Call Center operational system provides data that can assist in maintaining agent adherence. The customers requesting assistance are diverse and will request various kinds of information and services. Call Center agents are required to provide kind and accurate service in all cases, and it is imperative that agents are proficient in the Initial Claims process because of the impact it has on other units within the agency.

Scope

This section of the Unemployment Insurance Program Standard Operating Procedures sets forth the processes for providing customer service excellence to customers seeking information through the Department of Employment Services' Call Center. This includes, but is not limited to, customers beginning the unemployment compensation process, and an agent's activities can include various communication channels such as inbound/outbound telephone calls, as well as written communication such as emails.

Policy

The Call Center and initial claims process follow directives from the Department of Labor and the laws in the District of Columbia. The below table presents a breakdown of the various policies that must be adhered to by DOES employees, as well as claimants.

Directive/Policy	Description	Link
Department of Labor	Administers federal laws regarding the unemployment insurance program	http://ows.doleta.gov/unemploy/laws.asp http://workforcesecurity.doleta.gov/unemploy/
DC Code § 51	Unemployment Compensation Law and Regulations	http://dc.gov › Government › DC Courts & Laws
DC Department of Employment Services (DOES)	Provides employment resources for DC residents	http://does.dc.gov
Claimants Rights and Responsibilities Handbook	Explains the basic rights and responsibilities of claimants in the UI program	http://does.dc.gov/service/start-your-unemployment-compensation-process

Training

The Department of Labor (DOL) provides the guidelines for the operations of unemployment insurance programs nationwide. Call Center Representatives are trained on DOL's overall process and unemployment insurance laws and regulations. Staff members also receive UI specific training that includes UI terminology and the UI initial claims process detailed in this procedure manual. Consistent training ensures staff members are informed of ongoing changes in the UI program.

Training is also provided on the subjects of Call Center operations and best practices in Customer Service Communication. This training may be administered internally and/or through visiting external specialists. Training focuses on customer care, as well as efficiency and production as measured by the Call Center monitoring system and by quality assurance reviews. Training will be assigned based on operational needs.

Quality Assurance/ Quality Control

Call Center staff members are evaluated in a variety of ways. Interactions with customers are reviewed and assessed to ensure compliance with UI quality requirements, Call Center adherence requirements, and Customer Care requirements. This is accomplished through the following measures:

- Customer Care requirements are measured through aural monitoring of random calls, as well as a review of written work in a variety of related systems, such as note-taking within Agency Services,

fact-finding questionnaires and emails. Customer care methods focus on achieving customer satisfaction through ensuring agents interact in such a way that the customer feels respected and has confidence in the agent and Agency.

- All calls are recorded to facilitate opportunities for improvement and training.
- Call Center system adherence requirements are tracked through the Call Center system. This provides data on how an agent chooses to spend his/her time throughout their tour of duty, and it includes reporting on areas such as call volume and time management, including AUX code usage. This information is used to coach agents for increased efficiency and production.
- Quality customer care is also measured by reviewing the completed fact-finding questionnaires. On a daily basis, the Call Center Supervisor ensures that all initial claims questionnaires are recorded accurately and completely.

Records Management

The majority of documentation involved in the claims taking process is automated. Call Center Representatives rarely need to generate paper records in the normal course of their duties. The main record created by this staff is the claim. This is tracked through automated software programs. All documentation provided to this agency by involved parties is forwarded to the Validation Unit using the Fact.Finding@dc.gov email address or via fax at 202-698-5707. The documentation is then uploaded to the claimant's file. All files and system information are kept for the duration of the claimant's claim and an additional three (3) years. For customers with a previous claim in the system, Call Center agents are required to upload supporting documentation, including fact-finding questionnaires, via the UIDMS software.

General Call Center Procedures

The regulatory basis of the *General Procedures* section of the Call Center and Initial Claims SOP document is Chapter 12 of the DC Personnel regulations, Hours of Work, Legal Holidays, and Leave. The requirements of this policy are subject to the provisions of applicable DOES collective bargaining agreements. Failure to comply with these procedures may be cause for disciplinary action.

Time and Attendance Policies

Tour of Duty (TOD) is the time in which you are required to work. Call center staff members are required to work **8:30am-5:00pm**, unless otherwise specified by your supervisor and approved by the Chief of Benefits. Arriving earlier than your TOD does not automatically ensure an early departure. This must be approved, 24 hours in advance, by your supervisor.

Variations from the standard work week may be authorized by the Agency Head, Chief of Benefits, Supervisor or an official to whom personnel management authority is delegated. A normal work week may not extend beyond six of any seven consecutive days.

Logging In

All Call Center staff members are required to log in through the Avaya phone system upon arrival. If time is needed to prepare your station and to check emails and voice messages prior to logging in, you must arrive a few minutes earlier than the start time of your shift. To log in, please follow the instructions below:

1. Press Log In.
2. Dial Agent Login ID.

Upon logging in, the agent will be in Auxiliary Work (AuxWork) mode. The AuxWork button will flash, and the agent will hear a confirmation tone.

To start receiving calls, the agent must press Auto-in. All agents should begin receiving calls by 8:30 a.m. each morning, Monday through Thursday, and 9:30 a.m. on Friday.

Lunch Schedules

Hours of work shall be consecutive except that they may be interrupted by a ½ hour meal period. Any variation from the ½ hour meal period must be approved by management. Employees shall be notified at least one (1) week in advance of any change in their scheduled tour of duty. The lunch schedule is divided into ½ hour sections between 12:00 p.m. and 2:00 p.m.

All agents are expected to enter AuxWork mode when taking a lunch break. To enter AuxWork mode for the lunch period:

1. Press AuxWork.
2. Enter *Reason Code 2: Lunch*

At the end of the ½ hour lunch period, agents should signal their readiness to resume calls by pressing Auto-in on the phone. Agents must be ready to receive calls by the ending time of their break.

Breaks

Consistent with the needs of the department, employees will also be able to take a fifteen (15) minute paid rest period each four (4) hour period worked. This amounts to two (2) per day. These breaks cannot be scheduled before 8:30am or after 4:00pm. All agents are expected to enter AuxWork mode when taking a 15 minute break. To enter AuxWork mode for a 15 minute break:

1. Press AuxWork.
2. Enter *Reason Code 1: Break*

At the end of each 15 minute break, agents should signal readiness to resume calls by pressing Auto-in. Agents must be ready to receive calls by the ending time of their break.

Additional Requirements for Time and Attendance

Leave

Scheduled leave should be entered into PeopleSoft two weeks in advance of the planned annual leave. Sick leave should be entered as early as possible. Complete a Request for Leave in PeopleSoft as you become aware of the need for time off. When leave is unscheduled, notify your Supervisor before the beginning of the shift. If 3 days or more of Sick Leave are used, a doctor's note is required upon return to duty.

Personal appointments during the scheduled work day

Complete Request for Leave in PeopleSoft as soon as the appointment is made, indicating how long the appointment is expected to take. If an agent is returning to work, before leaving for the appointment, the agent should log out.

Professional Development

If Professional Development/Training is taking place during the work day, the agent should log in as usual in the morning, and at the time of scheduled training, enter AuxWork Mode. To enter AuxWork for Professional Development/Training:

1. Press AuxWork.
2. Enter *Reason Code 5: Training*

Report an Issue

If a personal emergency should arise while working, agents should contact the Call Center Supervisor immediately.

If there is a work-related emergency that is preventing an agent from working, an agent should contact the Call Center Supervisor for further instructions.

Customer Service

All government agencies are rated on professionalism, telephone etiquette, courtesy, efficiency, and knowledge. District government employees follow the standard policy for telephone-based customer service. All DOES employees are expected to answer the main service lines at all times during business hours. DOES employees are required to comply with the telephone customer service standards, and should be able to adequately and appropriately refer customers to useful sources of information. All employees are expected to have a basic understanding of DOES' Mission and primary functions.

Telephone Etiquette

All incoming telephone calls should be handled with the highest level of professionalism and courtesy by DOES employees. Staff members often get the brunt end of the anger that claimants feel about their current unemployment situation. Although it can be challenging, it is NEVER okay for any staff to use profanity or be disrespectful when speaking to a claimant, even if his or her behavior is inappropriate. **We**

are professionals who must maintain our professional demeanor at all times. If an agent believes he or she is unable to calm a claimant down or diffuse a situation, the agent should ask the claimant to please hold while the Call Center Supervisor is notified, and the call is transferred.

Warm Call Transfer

An announced call, also referred to as a **warm transfer**, is almost always the best choice for transferring a call. This is when you talk to the party you are transferring the call to first, make sure they are available, pass along the name of the caller and summarize the purpose of the call before transferring it. Be sure to provide the telephone number to the customer in case the call is disconnected. If you have to transfer the call directly, without announcing the call (referred to as a **cold transfer**), prepare the caller for the possibility of being placed in a call queue or being directed to a voicemail, and again seek permission to transfer. If the caller objects to this, seek an alternative person to direct the call to, or take the customer's information, alert them to the steps you will take to have their call returned, and ensure that they receive the call. Important note: If a caller is angry, do not transfer a call unannounced. This is not only unfair to your colleagues, but can inflame a situation.

These techniques will go a long way in building the agency's reputation. Remember every interaction the Call Center has with the public reflects DOES' values, standards, and quality, and consequently, the brand.

To exhibit **professionalism**:

- Always refer to the customer by name (Mr. and Mrs.) and use manners: *please, thank you, etc.*
- Ask before putting a customer on hold and wait for a response
- Check back with customers frequently when placed on hold
- Ask for clarification when needed
- Review the actions taken during the call, and explain next steps to the customer

To promote **courtesy**:

- Convey empathy and maintain a pleasant attitude
- Provide reference information when transferring calls
- Treat callers as you would want to be treated
- Avoid eating food or chewing gum while assisting customers
- Avoid secondary conversations with individuals other than the caller while on the phone
- Avoid rude and confrontational behavior

Scripts

It is important that customers receive great service no matter which agent receives the call. For purposes of uniformity, the suggested scripts are below.

GREETING: "Thank you for calling the Department of Employment Services. This is _____.
How may I help you? "

TRANSFERRING: (Make sure the caller has not been transferred previously.) " _____ will be able to help you with that, ma'am/sir. May I transfer you there?" (Wait for response.)

HOLD: "May I place you on hold for a moment?" (Wait for response.)

ENDING A CALL: [After summarizing the call.] “Thank you for calling the Department of Employment Services. Have I addressed all of your questions and concerns today? (Wait for response.) Don’t forget! Online job search is available at www.dcnetworks.org where you can post your resume and search for new job opportunities. Have a good morning/afternoon/evening.”

Escalation Procedures

The Call Center is the first line of contact for most Unemployment Insurance customers. In most instances, Call Center staff members are equipped to handle the issues facing claimants and are able to complete an initial claim without incident. On a rare occasion, however, the need to bring the customer’s issue to the attention of another staff member or manager arises. Submitting an escalation form using the UI.Escalations@dc.gov email inbox is the primary method for escalating issues and notifications to UI Supervisors. Of course, when there is an urgent matter or emergency, be sure to speak to your Supervisor or Call Center Team Lead directly, in addition to submitting the escalation form.

Please note: Whenever possible, a Call Center Representative should attempt to resolve a caller’s issue during the course of a call. Escalations should be treated as exceptions, not simply a way to move an issue from one unit to another. The goal is to always resolve a customer’s issue in the timeliest way possible.

Escalation Level	Definition
Level 1 Escalation should start from the 22nd day that an issue has been created	Concern needing input of a mid-level manager (UI Supervisor)
Level 2 Escalation	Concern needing input of an executive level manager (UI Assoc. Director, Chief of Staff)
Level 3 Escalation	Concern needing input of the Director of DOES
Special Issue Escalation	Concern needing input of a specialty trained staff

Below are seven (7) common types of escalation issues that cannot always be handled at the Call Center Representative level:

- 1. Untimely Resolution:** If a claim is older than 21 days, and the claimant’s concern cannot be addressed at the Call Center Representative level, this is a **Level 1 Escalation** that should be referred to an UI supervisor.
- 2. Emergency Unemployment Compensation (EUC) Issue:** If a claimant has an EUC issue that cannot be resolved at the Call Center Representative level, this is a **Specific Issue Escalation** that should be referred to an UI Supervisor.
- 3. Claims Examiner Not Available:** If an attempt has been made to transfer a call to the claims examiner, and that claims examiner is unavailable, they should be made aware of the customer’s issue through the UI.Escalation@dc.gov email inbox.
- 4. Unassigned Claim:** If a claim is older than 21 days, and has not been assigned, this is a Level 1 Escalation. The Call Center Representative should submit this issue to the UI.Escalation@dc.gov email inbox to be addressed by the Call Center Supervisor, as well as speaking directly to the Supervisor.

5. **Direct Deposit Issue:** If a claimant has any issue with their direct deposit that cannot be resolved at the Call Center Representative level, this is a **Specific Issue Escalation**, and should be referred to the properly trained staff member or the Call Center Supervisor.
6. **Password Issue:** If a claimant forgets their password, the Call Center Representative should advise them to visit <https://does.dcnetworks.org/claimantservices/Logon.aspx> and click “Forgot your password?” The claimant will then be prompted to enter their SSN. Once this step has been completed, the password will be sent to the claimant’s email address on file.
7. **Address Change (request):** If a claimant needs to update his or her address, WEBS will allow a claimant to log into their profile and update the address. If a claimant is having difficulty changing his or her address, this is considered a **Special Issue Escalation** and should be referred to staff members appropriately trained to update claimant address information or the Call Center Supervisor. If the claimant requires DOES staff to modify their address information, then the claimant must provide a copy of his or her government-issued identification (driver’s license or passport) and social security card to the Agency in order for staff members to make the necessary and verified changes.

Call Center Escalation Form

GOVERNMENT OF THE DISTRICT OF COLUMBIA
 Department of Employment Services



UI Call Center - Escalation Form

Customer's Name:		Customer's Last 4 SSN:	
Customer Contact Number:		Date Requested:	
Requestor Name (UI Rep):		Date Required:	

Date Filed:		Date of Issue:	
Issue Code:		Reason for Escalation:	1 - Untimely Resolution

Customer's Concern/Complain/Comment

Forwarding to:

Claims Examiner Name:	
Claims Examiner's Supervisor Name:	
Date Forwarded:	

Email

Print

Email Responses to Common Questions

The Call Center staff receives customer inquiries via email from does.onestop@dc.gov. Customers often submit questions or concerns about their UI claim or other DOES services to this email. Supervisors distribute the emails amongst the Call Center staff to respond.

Steps to Review and Respond to Email Inquiries (new email process)

1. Identify the SSN (if needed) and the customer's question or concern
2. Draft an email response to address the question
3. Notify the Supervisor to review the response
4. Once approved by the Supervisor, respond to the claimant's email
5. Update Add/View Notations in WEBS with the information conveyed to the claimant in the email

Sample Email Responses

Below are some common email responses that can be used to reply to customers. **Note:** At times, it may be more effective to call the customer to resolve the issue. Communicate with the Call Center Supervisor to determine the best method to address an issue.

1. Status Update of UI Claim

Dear _____,

Thank you for contacting the Department of Employment Services (DOES). According to our records, an issue was generated on your claim on _____. Our adjudication department has 21 days to adjudicate your issue. Please allow 21 days for this process to be completed. Please continue to certify for benefits each week. If you have any additional questions, please call DOES at (202) 724-7000.

Thank you,

Dear _____,

Thank you for contacting the Department of Employment Services (DOES). According to our records, you filed an unemployment claim on _____. Our adjudication unit has 21 days to make a decision regarding your eligibility. Please allow us 21 days to process your claim. . Please continue to certify for benefits each week. If you do not receive a decision by _____, please contact DOES at (202) 724-7000.

Thank you,

2. Customer Inquiry Already Resolved

Dear _____,

Thank you for contacting the Department of Employment Services (DOES). At this time, our records indicate your issue has been resolved. If you require further assistance, please contact DOES at (202) 724-7000.

Thank you,

3. Questions about Separation Issues

Dear _____,

Thank you for contacting the Department of Employment Services (DOES). At this time, our records indicate your claim has been assigned to a claims examiner who will be in contact with you regarding the cause of your separation. Your inquiry will be documented and forwarded to the appropriate individual to be promptly addressed. Please continue to certify for benefits each week. If you require further assistance, please contact DOES at (202) 724-7000.

Thank you,

4. Standard Open/Close

Thank you for contacting the Department of Employment Services (DOES). If you require further assistance, please contact DOES at (202) 724-7000.

Recording Data

Using WEBS Notation Screen

The screenshot displays the WEBS (web enabled benefit services) interface. The top navigation bar includes the WEBS logo and links for DC Home, Citizen Services, and Mayor's Office. The user is logged in as 'Agency Services'. The main content area is titled 'Notations' and features a 'Print' button. The form includes fields for 'SSN:' and 'Name:', a 'New Notation:' text area with a 300-character limit, and a 'Save' button. Below the form are sections for 'Prior Notations:', 'NMDS Case Notes:', and 'IC-AC Case Notes:'. A left sidebar contains navigation links for Claimant Account, CSR Status, Employer Account, Employer Lookup, NMDS, RIC, Data Views, and BARTS. The bottom of the screen shows the 'ON POINT TECHNOLOGY, INC.' logo and a browser status bar indicating 'Trusted sites | Protected Mode: Off' and a 100% zoom level.

Please note: Each browser has the capability to allow the user to have multiple tabs available for use, or use multiple windows to view call queue and enter notations. Call Center staff will be required to enter notations, and have received training accordingly.

Information to include in a Notation

For every call, the agent is expected to record the following:

1. The purpose of the call.
2. The outcome of the call.
3. On status calls, please note that you have verified contact information. If any contact information has changed since the claimant filed, the Call Center Representative will refer claimants to their profile page to modify the information.
4. Always note in the records that the claimant was advised to certify weekly or biweekly.
5. Their initials after notations are completed.

Definitions

The following table contains basic definitions of terms used throughout the Call Center and Initial Claims standard operating procedure.

Term	Definition
Additional Claim	When a claim year has not expired and the claimant has reopened the claim with intervening employment.
Adequate	(1) Sufficient for a specific requirement; (2) Lawfully and reasonably sufficient.
Adjudicator/Claim Examiner	When an initial claim has been filed, but needs further investigation, the matter is turned over to an adjudicator, also referred to as a Claims Examiner herein.
Alternate Base Period	The alternative base period consists of the four most recently completed calendar quarters prior to the date the claim could be filed. If a customer is not monetarily eligible for benefits under the standard base period, the Claims Examiner should determine if the customer is monetarily eligible under an alternative base period as stated in § 51-107(c). Additionally, wages that fall within the alternative base period are not available for reuse in qualifying for any subsequent benefit years.
American Employer	An "American employer" refers to: <ol style="list-style-type: none"> 1. An individual who is a resident of the United States; or 2. A partnership, if two-thirds or more of the partners are residents of the United States; or 3. A trust, if all of the trustees are residents of the United States; or 4. A corporation organized under the laws of the United States or of any state. The term "United States" includes states, the District of Columbia, Puerto Rico, and the Virgin Islands.

Base Period (Base Year)	The base year is the period of time during which the claimant must have sufficient wages to qualify for a valid claim. The first four of the last five completed calendar quarters (a "quarter" being the period of three consecutive months ending March 1, June 30, September 30, or December 31) immediately preceding the date a claimant files for benefits.
Benefit Year	The 52-consecutive-week period beginning with the first day of the week in which an individual files an application for benefits. The claimant must have sufficient wages in the Base Period or the Alternate Base Period and must not have a current benefit year in effect to establish a benefit year. A benefit year cannot be established if a previous benefit year has not yet expired. Any claim for benefits made in accordance with § 51-111 shall be deemed to be a "valid claim" if the individual has been paid wages during his base period for employment by employers as required by the provisions of § 51-107.
Benefits	The money payments to an individual, with respect to their unemployment, including any dependent's allowance paid under the provisions of § 51-108.
Claimant Information	All information obtained from the claimant in the fact-finding process (i.e., <i>Facts</i>).
Claims Examiner	See the definition for <i>Adjudicator/Claims Examiner</i>
Combined Wage Claim (CWC)	A claim that uses wages from DC, another state, UCFE and/or UCX in order to satisfy the wage requirement for a new claim or to maximize the benefit amount of a claim.
Commuter Claim	A claim filed by an individual who resides in one state but establishes a pattern of regularly commuting to work in another state and expects to continue commuting for future employment.
Conclusion	The statement(s) in the written determination that explain in legal terms the basis for the determination.
Continued Claims Process	Weekly or biweekly certification (by telephone, online, postal mail) of continuing eligibility for unemployment compensation.
Date Of Determination	The date on the determination notice, or, if no notice is required, the date payment is authorized, waiting week credit is given, or an offset is applied.
DD-214 form	The Release or Discharge from Active Duty form DD-214 represents the complete, verified record of a service member's time in the military, awards and medals, and other pertinent service information, such as promotions, combat service or overseas service, Military Occupational Specialty identifiers and record of training and schools completed. While other documentation would be satisfactory, the DD-214 is the preferred document to file a UI claim.
Detection Date	The date when the agency would have first become aware of the issue. This is regardless of when the issue is actually worked by staff.
Determining Factor	Factor which is the KEY or TURNING POINT of the case and forms the basis on which benefits are determined to be allowed or denied.
DOCS	District Online Compensation System
Eligibility, General	Unemployment insurance pays benefits to workers who are unemployed through no fault of their own.
Employer	The term "employer" means every individual and type of organization for whom services are performed in employment.
Employer Information	All information obtained from the employer in the fact-finding process.

Employment	<p>Employment is defined as any service performed for remuneration (payment) whether full-time or part-time. This also includes salaries paid to corporate officers who are employees of the corporation (including close and subchapter S corporations).</p> <p>"Employment" means any service including service in interstate commerce, performed by:</p> <ol style="list-style-type: none"> 1. By Any officer of a corporation; or 2. By Any individual in the employer-employee relationship, who has the status of an employee; or 3. By Any other individual who performs services for remuneration for any person: <ol style="list-style-type: none"> a. As an agent-driver or commission-driver engaged in distributing meat products, vegetable products, fruit products, bakery products, beverages (other than milk), or laundry or dry-cleaning services, for his principal; b. As a traveling or city salesman engaged upon a full-time basis in the solicitation of orders from wholesalers, retailers, contractors, or operators of hotels, restaurants, or other similar establishments for merchandise for resale or supplies for use in their business operations; 4. By an individual in the employ of the District (or DC and another 1 or more states) or any of its instrumentalities for a hospital or institution of higher education; 5. in the employ of the District (or DC and another 1 or more states) or any of its instrumentalities or political subdivisions; 6. by an individual in the employ of an educational organization, a religious, charitable, or other organization; <p>The term "employment" shall include services described in 1. and 2. above only if:</p> <ol style="list-style-type: none"> a. The contract of service contemplates that substantially all of the services are to be performed personally by such individual; b. The individual does not have a substantial investment in facilities used in connection with the performance of the services (other than in facilities for transportation); and <p>The services are not in the nature of a single transaction that is not part of a continuing relationship with the person for whom the services are performed.</p>
ES-935 form	Claimant's Affidavit of Federal Civilian service wages and reason for separation
Evidence	Whatever is presented in an attempt to establish an alleged fact.
Exempt Employment	<p>The term "Exempt Employment" shall not include services performed:</p> <ol style="list-style-type: none"> 1. by an individual under 18 years of age as a babysitter; 2. as a casual labor not in the course of the employer's trade or business; 3. by an individual in the employ of his son, daughter, or spouse, and service performed by a child under the age of 21 in the employ of his father or mother; 4. in the employ of the United States government or of an instrumentality of the United States which is: <ul style="list-style-type: none"> • Wholly owned by the United States; or • Exempt from the tax imposed by § 1600 of the IRS Code 5. Service performed in the employ of a Senator, Representative, Delegate,

- or Resident Commissioner, insofar as such service directly assists him in carrying out his legislative duties;
6. Service with respect to which unemployment compensation is payable under any other unemployment compensation system established by an act of Congress;
 7. Service performed in any calendar quarter in the employ of any organization exempt from income tax under § 101 of the Internal Revenue Code of the United States (Title 26, U.S.C.), if:
 - The remuneration for such service does not exceed \$50; or
 - Such service is performed by a student who is enrolled and is regularly attending classes at such school, college, or university;
 8. for a foreign government (including service as a consular or other officer or employee or a non-diplomatic representative) or for an instrumentality owned by a foreign government;
 - If the service is of a character similar to that performed in foreign countries by employees of the United States government or of an instrumentality thereof; and
 - If the Secretary of State shall certify to the Secretary of the Treasury that the foreign government, with respect to whose instrumentality exemption is claimed, grants an equivalent exemption with respect to similar service performed in the foreign country by employees of the United States government and of instrumentalities thereof;
 9. by a student nurse for a hospital or nurses' training school by an individual who is enrolled and is regularly attending classes in a nurses' training school chartered or approved pursuant to state law; and service performed as an intern in the employ of a hospital by an individual who has completed a 4 years' course in a medical school chartered or approved pursuant to state law;
 10. by an individual for a person as an insurance agent or as an insurance solicitor, if all such service performed by such individual for such person is performed for remuneration solely by way of commission;
 11. by an individual under the age of 18 in the delivery or distribution of newspapers or shopping news, not including delivery or distribution to any point for subsequent delivery or distribution;
 12. by an arrangement between the Director and the agency charged with the administration of any other state or federal unemployment compensation law pursuant to which all services performed by an individual for an employer during the period covered by such employer's duly approved election are deemed to be performed entirely within such agency's state;
 13. on or in connection with a vessel or aircraft not an American vessel or American aircraft by an individual if he performed service on and in connection with such vessel or aircraft when outside the United States;
 14. by an individual in (or as an officer or member of the crew of a vessel while it is engaged in) the catching, taking, harvesting, cultivating, or farming of any kind of fish, shellfish, or other aquatic forms of animal and vegetable life, except:
 - Service performed in connection with the catching or taking of salmon or halibut, for commercial purposes; and

	<ul style="list-style-type: none"> • Service performed on or in connection with a vessel of more than 10 net tons (determined in the manner provided for determining the register tonnage of merchant vessels under the laws of the United States); <p>15. in the employ of a Senator, Representative, Delegate, Resident Commissioner or any organization composed solely of a group of the foregoing, insofar as such service is in connection with political matters;</p> <p>16. in the employ of a public international organization designated by the President as entitled to enjoy the privileges, exemptions, and immunities provided under the International Organizations Immunities Act;</p> <p>17. by a prisoner employed in the DC's prison industries program, unless the prisoner is employed in a prison industry; or</p> <p>18. by the Mayor, a member of DC Council, or a member of the District of Columbia Board of Education.</p>
Exempted Employment	This is employment where the employer is not required to pay unemployment taxes. In these cases, the employees of these employers are not eligible for unemployment benefits. An example of this would be churches.
Fact	Something that has been determined, as a result of weighing evidence, to be an accurate description of what occurred.
Federal Claims Control Center (FCCC)	Established by the Department of Labor to be the official source of military wage and separation information for states to determine entitlement of unemployment compensation for Federal employees and Ex-Military members.
FIPS Code	FIPS (Federal Information Processing Standards) state, county and city codes are established by the National Bureau of Standards and U.S. Department of Commerce. State codes are 2-characters and county/city codes are 3-characters. When used in conjunction, the codes uniquely identify any named populated place or entity in the nation. For example, 51=Virginia and 013=Arlington
First Week Affected	The first week in a claim series to which a notice of nonmonetary determination applies. The week ending date of the first week affected to the date of detection are the starting and ending time lapse parameters for calculating nonmonetary determinations time lapse for the monthly ETA 9053 report.
Formal Determinations	A nonmonetary determination where a written determination is made and is sent either to the employer or claimant or both.
Government Pensions	Annuities received as a result of employment with a state or the Federal government, from the Social Security program, or from Railroad Retirement.
ICON	ICON is the electronic telecommunication network connecting all states, the District of Columbia, Puerto Rico and the Virgin Islands to facilitate the transmission of UI Interstate data. Wage transfer requests are transmitted to other states once a day via ICON.
Interstate Claim and Wage Inquiry (IBIQ) Page	This screen presents a view of wage credits available in other states. To make an IBIQ request, press the F5 key from the SIDI page. Note: this screen does not pick up the most recently reported quarter.
Inadequate	Not of sufficient completeness to meet a specific requirement.
Independent Contractor	One of the most common employment exclusions. The criteria for independent contractor include: <ol style="list-style-type: none"> 1. performing the work free from control and direction over its performance both in fact and under the contract; and

	<ol style="list-style-type: none"> 2. customary engagement in an independent business or occupation of the same nature as that involved in the work; and 3. the work that is: <ol style="list-style-type: none"> a. outside of the usual course of business of the person for whom the work is performed, or b. outside of any place of business of the person for whom the work is performed.
Interstate Claim	A claim for benefits under the unemployment insurance law of a liable State from another State, through the facilities of an agent State, or directly with the liable State. The term "interstate claimant" shall not include any individual who customarily commutes across State lines from a residence in one State to work in a liable State unless the (name of State agency) finds that this exclusion would create undue hardship on such claimants in specified areas.
Intrastate Claim	A claim for benefits filed in the same state in which the individual's wage credits were earned and where the claimant currently resides.
Issue	An act, circumstance or condition potentially disqualifying under state/federal law.
Issue Detection Date	The earliest date that the agency, including organizational units such as SAM and SPC, is in possession of information indicating the existence of a nonmonetary issue.
Labor Dispute	A non-separation issue pertaining to the unemployment of more than one claimant as a result of controversy about terms or conditions of employment.
Lag Quarter	Quarter(s) between the end of a base period and the quarter which includes the beginning date of the benefit year. The quarter after the base year ends but before the quarter that the benefit year begins. Wage credits in the lag period are available for use only on future claims.
Last 30 Day Employer	When asking the claimant who was their last employer, the question should be: <i>Who was the last employer where he/she worked for at least 30 days.</i> If the claimant was employed for less than 30 days, the same question should be applied to the prior employer and they could become the last employer on record.
Monetarily Eligible Claims	These are claims that are appropriately funded and a claimant has performed work and received enough in wages to qualify for a valid unemployment insurance claim.
Monetary Eligibility	Refers to whether a claimant has performed work and received enough wages to qualify for a valid unemployment insurance claim.
Monetarily Ineligible Claims	These are claims that are unfunded and have a zero balance. Claimants with these claims have otherwise legitimate claims, but no wages from covered employment were reported. In some cases, claims start this way and become eligible when wages are reported. For example federal claims where wages must be requested and are not initially available. In the other cases, the claims will not become eligible at any point. For example, non-covered (exempt) employment from a church.
Non-monetary Determination	A decision made by the initial authority based on facts related to an "issue" detected <ol style="list-style-type: none"> (1) which had the potential to affect the claimant's past, present, or future benefit rights, and (2) for which a determination of eligibility was made.

Non-monetary Eligibility	The process and the provisions of District of Columbia law and administrative rule that determine which workers are unemployed without fault.
Non-monetary Determinations Time Lapse	The number of days from the date an issue is first detected on a claim to the date on the determination.
Paying State	A single state against which the claimant files a Combined-Wage Claim, if the claimant has wages and employment in that State's base period(s) and the claimant qualifies for unemployment benefits under the unemployment compensation law of that State using combined wages and employment.
Personal / Domestic Employer	<p>The term "employment" includes personal or domestic service</p> <ul style="list-style-type: none"> • in a private home for an employer who paid cash remuneration of \$500 or more in any calendar quarter. It includes all persons employed by an employer in his capacity as a householder, as distinguished from a person employed by the employer in the pursuit of a trade, occupation, profession, enterprise, or vocation. Also known as a Household Employer. • in a local college club or a college fraternity or sorority for an employer who paid cash remuneration of \$500 or more in any calendar quarter in the current or preceding calendar year to individuals employed in such domestic service.
Program Types	Classification of a new initial claim based on the claimant's covered base period wages and employment.
Reemployment Services and Eligibility Assessment (RESEA)	RESEA is a grant program funded through The Department of Labor Employment and Training Administration with the primary purpose of providing services to claimants in reemployment and training at the American Job Centers.
Remote Initial Claims Sub-System (RIC)	The system used by DOES to input claims using information gathered from IVR and claimant during the initial claims process.
State Identification Inquiry (SIDI) Page	Application that allows viewing of claimant wages in states outside of DC. This is helpful to determine if a claim is monetarily eligible as well as if the claimant is able to apply for benefits in another state.
Subject Employer / Subject-To-Law	<p>An employing unit which has met a threshold or condition of liability under state unemployment compensation law (DC Code §51); also a liable employer or a covered employer. An Employer becomes liable on the first day that wages are paid for UI services provided in the DC. Subject Employer can be one of following categories:</p> <ol style="list-style-type: none"> 1. Contributory/Rated Employer (including Domestic / Household when cumulative wages in one quarter exceed 500\$) 2. Reimbursing (Self-Insured) 3. Other (Federal and State government employers)

Subject Employment	<p>Subject employment is work subject to District of Columbia law. This means the employer was subject by law to pay unemployment taxes or reimburse the District for benefits paid. Subject employment is the basis for UI claims. Another term for subject employment is “covered employment”. The term "subject employment" shall include an individual's entire service, performed within, both within and without or entirely without the District if:</p> <ol style="list-style-type: none"> 1. The service is localized in the District; or 2. The service is not localized in any state but some of the service is performed in the District and: <ol style="list-style-type: none"> a. The individual's base of operations, or, if there is no base of operations, then the place from which such service is directed or controlled, is in the District; or b. The individual's base of operations or place from which such service is directed or controlled is not in any state in which some part of the service is performed but the individual's residence is in the District; 3. The service is performed anywhere within the United States, the Virgin Islands, or Canada; provided, that: <ol style="list-style-type: none"> c. Such service is not covered under the unemployment compensation law of any state, the Virgin Islands, or Canada; and a. Place from which the service is directed or controlled is in the District. 4. Service shall be deemed to be localized within a state if: <ol style="list-style-type: none"> b. The service is performed entirely within such state; or a. The service is performed both within and without such state, but the service performed without such state is incidental to the individual's service within the state, for example, is temporary or transitory in nature or consists of isolated transactions.
Transitional Claim	Claims filed back to back when the claim year expires.
Unemployment Insurance	Unemployment Insurance; a state program that provides benefits to individuals financed (1) wholly from state trust funds (UI) or (2) partially from state trust funds and partially from UCFE and/or UCX program funds (joint UIUCFE, UIUCX, UIUCFE/UCX claim).
Unemployment Compensation For Ex-Service Members (UCX)	Claim based wholly on Federal military service
Unemployment Compensation For Federal Employees (UCFE)	Claims based wholly on Federal civilian service or partially on Federal civilian service and partially on Federal military service (UCFE/UCX).
Web Enabled Benefits System (WEBS)	Web based Benefits system, fed by mainframe system; allows Call Center Representatives and claimants to log-in and manage UI Benefits accounts—including weekly claim filing and adjudications

Methods of Filing an Initial Claim

There are three ways for customers to file a claim for unemployment benefits:

1. Online:

Customers can file a claim online through the WEBS/Claimant Services portal:

<https://does.dcnetworks.org/initialclaims>

Claims filed online via WEBS/Claimant Services or via the Call Center both require entry of information about the claimant on a variety of computer screens.

2. American Job Centers:

There are currently four (4) American Job Center locations throughout the District where customers can go to file a claim:

- Headquarters office – 4058 Minnesota Avenue NE, Washington, DC 20019
- CCDC – Bertie Backus – 5171 South Dakota Avenue NE, Washington, DC 20017
- Frank Reeves Municipal Center – 2000 14th Street NW, 3rd Floor, Washington, DC 20009
- Southeast Campus – 3720 Martin Luther King Avenue SE, Washington, DC 20032

Hours of operation are 8:30am to 5:00pm Monday through Thursday and 9:30am to 5:00pm on Fridays.

3. IVR and Call Center:

Customers can file a claim using the Interactive Voice Response (IVR) system by calling (202) 724-7000 Monday-Thursday 8:30AM to 4:30PM and 9:30AM to 4:30PM on Fridays. The system requires the entry of information about the claimant on a variety of computer screens. This manual will discuss the IVR and Call Center claims filing process in depth.

Before processing an initial claim, the Call Center Representative should perform the following:

- 1) Determine if the claimant has an existing benefit year. If so, treat the application as an additional or reopen claim, as appropriate.
- 2) Explore all filing options, including the source(s) of wages to ensure that the claimant is given complete and accurate information to make an informed decision.
- 3) Verify the claimant's information. The name, social security number, date of birth, and employer history that is in the system should match with the information provided by the claimant. In some instances, the claimant's last name may change. If the information does not match, ask questions of the claimant to find out why. Update the necessary information. If you are unsure if the person filing the claim is the same as the person in the wage file, request proof from the claimant before filing the claim.
- 4) After verifying the identity of the claimant, create the claim record by entering information into the WEBS system (described in detail later in this document). If the claimant has previously submitted a claim with DOES and the records have not been purged, some of the data will pre-fill on this screen. Pay particular attention to the pre-filled data and update those entries as necessary based on new information.

Eligibility of Unemployment Benefits

General Eligibility (3 questions)

Unemployment insurance pays benefits to workers who are unemployed through no fault of their own.

It must be determined that the customer is a covered worker, demonstrated by the individual's employment history. Filing an initial claim starts the agency's review of a person's record to determine whether the person has sufficient past employment of the type and duration required to qualify for unemployment benefits. This process is called monetary eligibility.

The answers to the below three essential questions determine eligibility for UI benefits:

1. Is the customer unemployed?

How to answer this question is primarily covered through the continued claims process discussed later. Under some circumstances, a person may do some work and still be considered "unemployed" for purposes of being eligible for benefits.

2. Is the customer unemployed without fault?

Once a claim meets the monetary eligibility requirements, the Call Center Representative determines which reason for separation best applies: Discharge, Voluntarily Quit, or Laid off Lack of Work.

3. What was the reason for the claimant's separation from work?

Is the claimant able to work, available for work and taking reasonable actions to return to work?

Has the claimant refused to return to employment when suitable work became available?

The non-monetary process and the provisions of District of Columbia law and administrative rule determine which workers are unemployed without fault. This process is called non-monetary eligibility.

Wage Requirements

Wages may be from District of Columbia employers, the District Government, the Federal Government, the U.S. Military and/or from employers in another state. To be eligible for unemployment insurance benefits, an individual must have worked in subject employment with:

- 1) at least \$1,300 in wages in one quarter of the base period;
- 2) wages in at least two quarters of the base period;
- 3) at least \$1,950 in wages for the entire base period; and
- 4) base period wages must be at least one and one half times the wages in your highest quarter less \$70.

For instance, if a claimant earns \$2,200 in her highest paid quarter, she must earn a total of \$3,300 during the entire base period to qualify for benefits. **Calculation:** $\$2,200 \times 1.5 = \$3,300$ (greater than the \$1,950 base period wage requirement).

Additional Wage Requirements

Subject Employment and Wages

Subject employment is work subject to District of Columbia law. This means the employer was subject by law to pay unemployment taxes or reimburse the District for benefits paid. Subject employment is the basis for UI claims. Another term for subject employment is “covered employment”. DC Code §51-101 set out types of work specifically excluded from the definition of subject employment. Excluded work and wages cannot be the basis for establishing an unemployment insurance claim.

Wages may be missing from the customer’s wage record for the following reasons:

- 1) The employer failed to report the wages
- 2) Wages were reported under an incorrect Social Security number or name,
- 3) Wages were reported to another state, or for other reasons.

NOTE:

Do not tell customers that the work they performed was definitely not subject, or discourage them from filing a claim when it appears that their claim may not be valid. Wages may be missing from the customer’s wage record for various reasons listed above.

Monetary determinations that result from initial claim filing give claimants **appeal rights**. Appeals are designed to afford involved parties reasonable opportunity for a fair hearing in any action which allows or denies benefit entitlement. If claimants disagree with the wages on their monetary determination, they have a right to appeal the decision within fifteen (15) calendar days with a copy of the Claims Determination being appealed. The claimant who does not file a claim does not have appeal rights.

When processing a claim, examine the customer’s work history for any of the following sources of wages:

Wages from a District of Columbia Subject Employer

Most work that a person performs in the District of Columbia is subject to District employment law. However, there are exceptions, and some work may not be subject. Some examples of excluded employment are services performed:

- 1) by an independent contractor; or
- 2) in the employ of a school, college or university by a student attending classes regularly at the school; or by a hospital patient or student nurse.

Wages from a Subject Employer Out-of-State

Use the Interstate Claim and Wage Inquiry (IBIQ) system to view wage credits available in other states. To access this system, type *IBIQ* on a blank mainframe screen in DOCS, press *Enter*, and then follow the on-screen prompts. Be aware that the information you view on IBIQ is not absolute; it may be incomplete, not current, or contain other errors. If the customer is unsure of which state wages may have been reported, the Call Center Representative can use the State Identification Inquiry (SIDI) screen. To access SIDI, key *SIDI* on a blank mainframe screen and press *Enter*, then key the social security number and press *Enter* again. **Note:** this screen does not pick up the most recently reported quarter.

The person may have enough wages from a subject employer in another state during that state's base period to qualify for benefits. Interstate claims can be filed against jurisdictions that have signed the Interstate Agreement; this includes all 50 states, the Virgin Islands, the Commonwealth of Puerto Rico, Washington DC, and Canada. While customers may have worked in other countries, The District cannot file unemployment claims against any other jurisdictions, including US territories (e.g., Guam).

If wages are available in more than one state, the Call Center Representative must explore the filing options against each state so the customer can make an informed decision. A combined wage claim (CWC) under the Combined Wage Plan may be an option. This type of claim uses wages from DC, another state, UCFE and/or UCX in order to satisfy the wage requirement for a new claim or to maximize the benefit amount of a claim.

Wage Credits from Federal Military Service (UCX)

Wages earned for federal military service can also be used to establish a claim. Once assigned, UCX wages can be used like other wages to file a claim, and the wages can be transferred to a different state for use on a combined wage claim.

The Department of Employment Services must follow the rules for assignment of Federal military service and wages. DOES has no authority to consider a claim filed in or from another state as a District UCX claim even though the claimant may speak directly with Call Center Representatives in the District (such as initial claims filed via the Call Center or online via WEBS from outside the District). For UCX, the state of filing is the state in which the claimant is physically located when the initial claim is filed.

The claimant can file their initial claim in the state where they are physically located via:

- 1) WEBS or telephone; or
- 2) in person at any of the DC American Job Centers.

The Call Center Representative should advise the claimant of these options. If the claimant plans to file in another state, DOES staff should not process the initial claim.

Eligibility

Due to Federal regulations, UCX wages cannot be assigned to a claim filed prior to the date of discharge from the military service. Military personnel who have completed a full term of active service and were discharged under honorable conditions (general)/uncharacterized are eligible for benefits. When UCX claimant(s) file an initial claim, the length of original obligation is determined using the following guidelines:

The minimum term of service for each Military Branch (active components) includes:

- Air Force: 4 Years, minimum for the first full term of service
- Army: 2 years, minimum for first full term of service
- Coast Guard: 4 years, minimum for the first full term of service
- Marine Corps: 4 years, minimum for first full term of service
- Navy: 15 months

Note: The Navy is the only military branch still operating the National Call to Service program that allows a 15-month term of service. Obligation begins after a Sailor has completed his or her respective Navy School. Navy Schools can run three (3) months to eighteen (18) months depending on rating.

Claimants who did not complete a full term of service will be eligible if discharged:

1. For the convenience of the government;
2. Due to medical disqualification, pregnancy, parenthood, or service-incurred injury or disability;
3. Due to hardship;
4. Due to personality disorder or inaptitude, provided the person was on active duty for 365 days or more.

Specific narrative reasons must exist on the DD-214 that applies to the four (4) categories listed above. Form DD-214, Certificate of Release or Discharge from Active Duty, is issued to each person discharged or released from a period of active military service. The DD-214 is required when the UCX claimant files an initial claim in the state of residence and is used to determine eligibility.

Assignment of Wages

UCX wages are assigned on a 30 day per month basis. If the claimant served for exactly one year, only 360 days would be credited (12 months x 30 days). Days lost are deducted from the assignment of wages for the calendar quarter in which they fall. Days of accrued leave cannot be used to establish 365 days of active Federal military service. Base period and all LAG UCX wages must be assigned when the claimant files an initial claim that establishes a benefit year after separation from Federal military service.

Process Flow

1. Ex-service member contacts the District to file a claim (web, phone, or in person).
2. DOES creates the appropriate claim record pending the UCX wage and separation information.
3. State sends a Type 1 request to the FCCC. The purpose of this request is to see if UCX wages are available and to obtain the official UCX wage and separation information. Every request sent to the FCCC will receive a response.
4. FCCC sends a response back to the District. If another state has already established a benefit year and taken assignment of the UCX wages, a copy of the established UCX claim information is returned in the response to the state.
5. If no state has taken assignment, an FCCC response is returned with UCX calculated wages or a message stating "DD-214 not found pending record created."
6. Once wage and separation information is received, the District will determine if the wages meet the requirements.

DD-214

The claimant's DD-214 provides:

- Pay grade
- Entry and separation dates
- In some cases, whether the individual completed their full term of service or not.
- Character of service
- Narrative reasons for separation

Periods of service ending with dishonorable or other than honorable discharge, bad conduct discharge, or (in the case of officers) resignation for the good of the service, are not classified as Federal military service. Example: A person has been in military service for nine consecutive years when released from active duty. The person's most recent DD-214 covers the base period of the claim.

A member of the Reserves or National Guard may establish a UI claim for benefits only if they were attached to an active branch of service – Army, Navy, Marine Corps, Air Force or Coast Guard – for ninety days or more of continuous active duty. Such service is “completed” if the individual received a Form DD-214. If the period of service is less than ninety continuous days, it does not qualify as a full term of service for UCX entitlement.

The FCCC

The *Federal Claims Control Center* (FCCC) established by the Department of Labor is the official source of military wage and separation information for states to determine entitlement of unemployment compensation for Federal employees and Ex-Military members. DOES’ procedures for sending requests and receiving responses from the FCCC are the same for both the UCX and UCFE programs. Records sent to the FCCC for both programs will produce the same type of responses from the FCCC, including UCX wage and separation information responses.

All records sent to the FCCC are considered request records. FCCC responses contain essential information, such as dates of separation, character of service, and narrative reason for separation. For all Branches of Service, the department provides a copy of the DD-214 for UCX purposes.

The FCCC also maintains a system of “claims control records” for program integrity purposes. It is the State’s responsibility to ensure the proper FCCC record is sent to the HUB each time an initial claim involving UCX wages is filed. The HUB is a centralized location of convergence where data arrives from one or more directions and is forwarded out in one or more directions in sharing useful UCX claimant information. The FCCC records request is integrated into the claims filing procedure. There is an independent electronic process which allows UI staff to send FCCC request records to the HUB.

Wage Credits from Federal Civilian Employment (UCFE)

Wages earned working for the federal government in a civilian capacity can be used to establish a claim. Once assigned, UCFE wages can be used like “regular” wages to file a claim, or the wages can be transferred to a different state for use on a combined wage claim. The process is similar to filing a UCX claim.

Assignment of Wages

Federal regulations outline where and how UCFE wages are assigned. All wage credits from Federal civilian service are assigned to the state of the last official duty station. Federal regulations define “official station” as the state (or country, if outside the U.S.) designated as the person’s “duty station” on the employee’s Notification of Personnel Action (SF-50 or equivalent) terminating the individual’s Federal civilian service. If the notice doesn’t specify the duty station, the “official duty station” is the state or country listed under “name and location of employing office” on the Standard Form 50 (or its equivalent).

UCFE wages are not officially assigned to a state until a claim has been filed and a Benefit Year has been established (BYE). UCFE Non-Monetary wages assigned to a state are determined by:

- Residence
- Last Duty Station
- Subsequent Covered Employment

The state of assignment is not always the paying state. UCFE wages, once assigned, may be transferred to make up a combined wage claim. Note: UCFE *Federal Emergency Management Agency Disaster Assistance Employees* (FEMA DAE) wages are always assigned to the state of residence.

When a first claim is filed, there may be more than one period of Federal service, for more than one Federal agency and performed in more than one state. However, there is still only one state of assignment for all Federal wages, (base period and completed lag quarter).

The wages assigned include all lag period wages for completed calendar quarters. (“Wages” do not include lump sum leave payments.) Wages are assigned to one state at the time the first initial claim is filed following a period of Federal civilian service. Federal civilian wage credits are always assigned to the state where the claimant's last duty station was located before the filing of the first claim for benefits, unless:

1. the last duty station was outside the U.S. (in which case the wages are assigned to the state of residence at the time of filing); or
2. there was subsequent covered employment (in any amount) at any time after Federal civilian service in the state of residence at the time of filing (the claimant must reside in the filing state for this to apply).

Eligibility

Benefits based on Federal civilian employment are treated the same as regular UI benefits. The weekly and total payable benefits are calculated the same as for any other wages.

It is not uncommon for Federal regulations to conflict with the agency’s unemployment claims policy, procedures, and practices, as District laws vary on other eligibility issues such as:

- Separation Issues: Lack of Work, Voluntary Quit, Discharge
- Other Issues: Retirement, Severance pay, Lump-Sum Payments, Earnings

In such cases, the federal regulations, policies, and procedures supersede the District’s laws.

Forms

Each Federal agency is required to issue a separation Notice to Federal Employees about Unemployment Compensation (SF-8), Notification of Personnel Action Standard Form 50 (SF-50), including voluntary retirement, and information about unemployment compensation. When a former Federal civilian employee files a new claim for federal unemployment benefits, they will be asked by a Call Center Representative to fax a copy of their SF-8 and SF-50 forms, which contain useful fact finding information that is helpful to determine monetary and non-monetary eligibility. All states follow the same uniform procedures for requesting former Federal civilian wages using the following special forms:

- Form *SF-8* is used to notify Federal employees about unemployment compensation.
- Form *SF-50* is reviewed for the following information only and is not used to assign Federal wages:
 - Evidence of Federal Service
 - Reason for and Date of Separation
 - Name of Federal Employing Agency
 - Location of Duty Station
- Form *ETA-931*, Request for Wage and Separation Information, is used by state UI agencies to obtain wage and separation information. The information is generated from the initial claim overnight

process. The Federal agency's response to the ETA-931 allows the state to make both monetary and non-monetary determinations.

- Form *ETA-935* is used to request a claimant's affidavit of Federal civilian service wages and the reason for separation.
- Form *W-2* is used to compute a claimant's affidavit of Federal civilian service wages based on 80% of the yearly salary to establish a base period claim when Federal agencies do not respond timely.

Wage Credits from Employment with the District of Columbia Government

Wages from the federal government, the District government or any political subdivision or instrumentality of the federal or District government may be used to establish a District claim. Some services are not considered subject employment. Exclusions include work:

- 1) as an elected public official;
- 2) in positions designated as policymaking or advisory which ordinarily do not require working more than eight hours per week;
- 3) as an employee serving on a temporary basis in case of fire, storm, earthquake, flood or similar emergency;
- 4) as a member of a legislative body or a member of the judiciary;
- 5) by an inmate of a custodial or penal institution when work was done for the custodial or penal institution; and
- 6) as a member of the District of Columbia Army National Guard or District of Columbia Air National Guard, unless the individual was issued a DD-214.

Wage Credits from Employment in Canada

These wages may qualify a person for a claim against Canada. This claim is filed the same as any interstate claim. Wage credits from Canada cannot be used to establish a combined wage claim.

Wage Credits from District of Columbia Educational Institutions

These wages are used the same as any other District subject wages to establish a claim. However, special rules affect the use of these wages during recess periods and periods between terms.

Wage Credits from Employment as a Professional Athlete

These wages are used the same as any other District wages to establish a claim. However, special rules affect the use of these wages during the period between two sports seasons.

Employees of Religious Organizations

Service performed in the employ of a church or other nonprofit religious organization, including service performed by a minister of a church, by a member of a religious order, by lay employees of a church and other religious organizations in the District is subject.

Wages from Employment in Domestic Service

These wages *may* be subject employment. Since such employers are frequently unaware of our requirements, many have not registered or reported wages. The DOES Tax Unit, however, must determine coverage.

Other Payments Used as Wages

In addition to regular earnings, the following payments are credited as wages for purposes of qualifying for a claim:

- 1) Bonuses, fees or prizes (if given for performance of covered services);
- 2) Dismissal or separation pay;
- 3) Guaranteed wage;
- 4) Holiday pay/vacation pay; and
- 5) Lump sum terminal leave (from Federal civilian service).
- 6) Federal Military Service:
 - a. Accrued leave pay
 - b. Payment for the two-week training period of active duty in the military performed once a year is considered earnings.

Note: The Department of Employment Services does not treat pay received by members of armed forces reserve units and the National Guard for *weekend drill* as earnings. Claimants do not need to report their weekend drill pay on their weekly claim.

Base Period (Base Year)

DC Code §51-101 defines the District's base period (or base year) as "the first four of the last five completed calendar quarters preceding the benefit period".

The base year is the period of time during which the claimant must have sufficient wages to qualify for a valid claim. See *Wage Requirements* for details.

The base year for new claims changes with each calendar quarter and is determined by the quarter in which the initial claim is filed. The chart below illustrates the base period.

The Call Center Representative should determine in which quarter the initial claim is being filed to determine which four quarters constitute the base year.

Month of initial claim	Base Period the 12-Month Period Ending the Previous:
January/February/March	September 30
April/May/June	December 31
July/August/September	March 31
October/November/December	June 30

The time after the base year ends but before the benefit year begins is called the “lag period”. The Department of Employment Services does not use wages earned between the end of the base year and the week the claim is filed to determine the claimant's benefit entitlement. Wage credits in the lag period are available for use on future claims.

Alternative Base Period

The alternative base period consists of the four most recently completed calendar quarters prior to the date the claim is filed. If a customer is not monetarily eligible for benefits under the base period described above, the Call Center Representative should determine if the customer is monetarily eligible under an alternative base period as stated in §51-107(c). Additionally, wages that fall within the alternative base period are not available for reuse in qualifying for any subsequent benefit years. The chart below illustrates the base period.

Month of new claim	Base Period the 12-Month Period Ending the Previous:
January/February/March	December 31
April/May/June	March 31
July/August/September	June 30
October/November/December	September 30

Weekly and Maximum Benefit Amounts

Once a claimant has established monetary eligibility, the Benefits Unit calculates two different amounts for their claim: (1) a weekly benefit amount (WBA) and (2) a maximum benefit amount (MBA).

The WBA is the amount the claimant will receive if no deductions or adjustments are made to their weekly unemployment claim.

The MBA is the maximum amount of regular benefits the claimant can receive on their claim during the benefit year of that claim. It reflects only regular benefits; if the claimant is eligible for any type of benefit extension, the Benefits Unit establishes a separate MBA for the extension.

The benefit year is a 52-week period during which a claimant may collect benefits up to the maximum benefit amount. The benefit year begins on the Sunday of the week in which the claimant first filed their claim for unemployment benefits. The claimant may not file a new unemployment claim against the District of Columbia until the current benefit year has ended, even if the claimant has exhausted their benefits.

Calculating the WBA and MBA

The weekly benefit amount is $1/26^{\text{th}}$ of the amount of wages in the quarter of the base period in which the earnings were the highest. The maximum benefit amount is twenty six (26) times the weekly benefit amount.

Generally, benefits are 50% of the average weekly wage during the base period (DC Code § 51-107(b)(3)(B)). The minimum benefit amount is \$50 weekly or approximately \$215 monthly. The maximum weekly benefit amount is \$425 or approximately \$1,827.50 monthly. Benefits can be collected for a maximum of 26 weeks (approximately six months).

Reduction of Weekly Benefit Amount

A claimant's weekly benefit amount could be reduced for the following reasons:

Wages Earned

If a Claimant earns wages while collecting benefits, those wages must be reported to determine continued eligibility and the amount of benefits to which the Claimant is entitled. Per DC Code § 51-107(e), the formula used to adjust benefits when there are wages from work is:

$$(Weekly\ Benefit\ Amount + \$50) - (66\% \text{ of weekly earnings}) = Benefit\ Payment\ Due$$

Receipt of Pension

If the claimant indicates they are receiving a pension to which they have made no financial contribution, the system will automatically place an issue on the claim. This prevents benefit payments until an adjudicator investigates and resolves the issue. DOES will calculate the weekly pension amount and reduce the WBA by this amount. If the weekly pension amount is equal to or greater than the WBA, the claimant will receive no benefit payments per DC Code § 51-107(c). NOTE: If the claimant made financial contributions to the pension, (for example Social Security pension) there will be no reduction to the WBA.

Severance Pay

If the severance payment is made in:

- 1) installments, the claimant will be ineligible for the period for which such payments are made,
- 2) a lump sum but attributable to a specific period of time, the claim will not be eligible for that specific period of time; or
- 3) a lump sum and not attributable to a specific period of time, the claimant will be ineligible for the week in which the lump sum payment was made.

If the claimant indicates they received or are receiving severance pay, the system will automatically place an issue on the claim. This prevents benefit payments from being released until an adjudicator investigates and resolves the issue.

Child Support Obligation

If the claimant owes state mandated child support, a deduction of at least 25% of the WBA could be made. The amount deducted will be applied to the claimant's child support obligation.

Benefits are Taxable

Benefits are taxable as income for both federal and DC tax purposes (26 U.S.C. § 85; DC Code § 47-1803.2). DOES reports unemployment compensation to the IRS and the DC taxing authority. Claimants have the choice of having federal and District of Columbia taxes withheld from their unemployment benefits.

Claimant Filing Options and Determining the Claim Type

The general public knows little about the various types of claims they can file or sources of wage credits they can use for a claim. The Call Center Representative must assist each customer in understanding the variety of claims available when more than one claim possibility exists.

Several options may exist, depending on each customer's unique circumstances:

- 1) The person may qualify for higher benefits by waiting until a later calendar quarter to file (thus changing the base year period). The Call Center Representative should compare a potential monetary determination based on the current date and a potential monetary determination based on a date in a later calendar quarter.
- 2) If the claimant has worked outside of the District, s/he may qualify for a claim against the state(s) in which s/he worked. There is also a possibility the claimant performed work in several states, the U.S. military, and/or the federal government, and these wages can be combined to allow the claimant to establish a claim (known as a *combined wage claim*).

When multiple options exist, the claimant must decide which claim to file. The Call Center Representative's responsibility is to provide all available options to the claimant so that they can make an informed decision. They should advise the claimant of any potential advantage or disadvantage of waiting until a quarter changes to file and explain that the wage credits from the oldest quarter in the current base year will be lost when the most recent quarter in the upcoming base year is added. If the wage credits in the more recent quarter are greater than the wage credits in the quarter being "dropped", the weekly benefit amount (WBA) will increase. Also explain that waiting several weeks to file, and receiving no benefits during that time, may more than offset any WBA increase gained by filing after a quarter change.

Example: A claimant unemployed the first week in December has a potential \$225 WBA. If the claimant waits until January, the WBA would be \$227. To gain \$52 in the maximum benefit amount (\$2 per week for 26 weeks), the person must postpone the waiting week and be without benefits for at least three weeks (a potential loss of $\$225 \times 3 \text{ weeks} = \675).

NOTE: A claimant's contact with DOES must be with courteous and knowledgeable personnel. Although a Claims Examiner may not have face-to-face contact with most DOES customers, a courteous telephone interview and clear written communication prevents misunderstandings, expedites the customer's application, and starts a good relationship between DOES and the claimant.

No matter how futile it may appear to file a claim for a customer that may not qualify, NEVER REFUSE ANY APPLICANT THE RIGHT TO FILE A CLAIM. A customer who does not file based on your advice loses all appeal rights. A monetary determination gives claimants appeal rights if there is an error. DOES may also be liable for any misinformation provided, which could result in the payment of benefits when the claimant is not otherwise eligible.

A claim may be filed at any time, even when the customer is working full-time. In this case, a benefit year would be established but no benefits would be payable as long as the claimant continues to work full-time.

Combined Wage Claims

A combined wage claim (CWC) is a claim that uses wages from DC, another state, UCFE and/or UCX in order to satisfy the wage requirements for a new claim. The claimant has a combination of wages, but not enough in each state to satisfy the wage requirement. A claimant can also file a CWC claim to increase the weekly or maximum benefit amount of his or her claim. The claimant must have covered employment in two (or more) states during the base period to file a CWC.

All 50 States, the District of Columbia, the Commonwealth of Puerto Rico and the U.S. Virgin Islands participate in the CWC process. However American territories (e.g., American Samoa, Guam, etc.) and Canada are *not* a part of this arrangement. Canada is never a paying or transferring state for a combined wage claim; however, claimants may file interstate claims against Canada because that country is a party to the Interstate Benefit Payment Plan.

Wage combining can only be used to make a monetarily ineligible claim valid, or increase the WBA, MBA or both. The claimant cannot combine wages if a straight DC intrastate claim has a maximum benefit amount of \$11,050 and a weekly benefit amount of \$425.

Call Center Representatives have three primary responsibilities for CWC claims:

1. Identifying potential CWC claimants determined by wages available in other states (including DC).
2. Examining and explaining the various filing options to the claimant.
3. Filing the claim the person chooses.

If a claimant is separately eligible in more than one state for benefits less than a CWC, it may still be to the person's advantage to file separate claims if he or she expects to be unemployed longer than the CWC duration. This is especially important in periods of high unemployment.

Example:

A person files separately against State “I”, exhausting the claim after 16 weeks. The person next files against State “W” for 20 weeks of benefits. A CWC using the wages from both states would have paid only 26 weeks of regular benefits. By filing separately, the person received 36 weeks of benefits. Providing this kind of information is simply good customer service.

When estimating the claimant’s potential monetary eligibility for different claims, explain each possible claim to the individual. Even though claimants may ask which claims they should file, do not advise anyone to file one claim instead of another. The final decision about which claim to file is the claimant’s responsibility. **Note:** When a person chooses a CWC even though potentially eligible for an interstate claim with greater benefits, document the claimant’s choice in *Claimant Notations*.

Commuter Claims

A “commuter” claimant is one who resides in one state but establishes a pattern of regularly commuting to work in another state and expects to continue commuting for future employment. Currently, the DOES policy regarding commuter claims is a derivative of the Federal Regulation 26 USC sec. 3304(9)(A) which states:

(9)(A) compensation shall not be denied or reduced to an individual solely because he files a claim in another State (or a contiguous country with which the United States has an agreement with respect to unemployment compensation) or because he resides in another State (or such a contiguous country) at the time he files a claim for unemployment compensation;

All claimants with an out of state zip code who file an initial claim for benefits are presented with a series of questions to determine if they should be classified as a commuter claim. Based on how these questions are answered, an out of state claimant may be classified as a commuter claim and reported as an intrastate claimant on federal reports.

Non-Acceptance of Initial Claims

Every customer has the right to file an initial claim even if the customer will not qualify. Do not discourage a customer from filing. However, DOES will not process an initial claim for an individual, even if requested, in a few circumstances. Specifically, these include situations when the claimant:

- 1) has established a current District benefit year (i.e., has a valid District claim that has not yet reached its expiration date);
- 2) has an existing benefit year in another state AND has a regular benefit balance available (see section regarding Interstate Claims for specifics);
- 3) refuses to provide their Social Security account number;
- 4) refuses or is unable to provide proof of citizenship;

- 5) provides identity information on the application that conflicts with the customer information already on file in the record, raising the possibility of identity theft.
- 6) filed a claim that is currently non-valid, but that the claimant maintains should be valid and pursues a redetermination of monetary eligibility.
 - In this case, wait until a final determination is made on the non-valid claim before filing a claim in a different calendar quarter. Advise the person that if the original claim becomes valid, their benefit year begins with the week they filed the original claim.
 - If the final determination on the original claim remains non-valid (and the claimant kept reporting), backdate a new claim to the first week claimed in the new quarter after the quarter in which they had filed the non-valid claim. If the claimant stopped reporting before the quarter change, file the new claim as of the earliest UI center contact date in the new quarter.

Before rejecting an application, ask the claimant to resolve any discrepancies by providing proof of identity.

Claimant Unable or Refuses to Supply Social Security Number: A person must provide a Social Security number (SSN) to file a claim. It is impossible for DOES to file a claim without a valid Social Security number. With all claims, an individual must furnish their Social Security number and other information required for processing their claim.

Claimant Unable or Refuses to Supply Proof of Citizenship or Permission to Work in U.S.: Claimants must either be citizens or legally permitted to work in this country to be eligible for benefits. If not a citizen, the claimant must provide evidence of permission to work in this country before DOES can pay benefits. With all claims, an individual must furnish appropriate documentation and other information required for processing their claim.

If someone refuses to provide appropriate documentation, route the matter to an adjudicator or supervisor. DOES must advise the person by letter of the provisions of the administrative rule.

Requirements While Receiving Benefits

While claimants are receiving benefits, they are required to submit their certification claim forms weekly via postal mail, online, or telephonically. The purpose of the claim form is to:

1. identify wages earned during the week claimed;
2. confirm that the claimant is able to work;
3. confirm that the claimant is available for work; and
4. confirm that the claimant is available and actively seeking employment by requiring that the claimant includes detailed contact information of at least two (2) employers per week they contacted about job openings;

In addition, DOES can require workers to attend training classes or to accept a job that is deemed "suitable." For further information, see the "Suitable Work" section of this document (§51-109 Eligibility for Benefits).

Ability to Work

A claimant is eligible to receive benefits with respect to any week if the individual is able to work. An individual shall be considered able to work in a particular week only if mentally or physically capable of performing the work he or she is actually seeking during all of the work week customary for the type of work being sought.

Ability to work means the claimant is capable of performing work under the normal conditions existing for the type of work the claimant is seeking. The claimant must show physical ability to work (in the manner usually required) in some occupation that he or she is trained or has the skills to do. Any disability that prevents work in any employment at all usually establishes inability to work.

Available for Work

A claimant is eligible to receive benefits with respect to any week only if the individual is available for work.

An individual shall be considered available for work if, at a minimum, he or she is:

1. willing to work; and
2. capable of accepting and reporting for suitable work; and
3. not imposing conditions which reduce opportunities to return to work at the earliest possible time.

Individuals must meet each condition. A claimant is not available for work if he or she only meets "some" or "most" of the conditions set.

NOTE: Claimants on vacation, out of the country, or who are full-time students are not considered available for work.

Actively Seeking Work

A claimant must make a minimum of two job contacts each week, but failure to do so may be excused by DOES under certain conditions (DC Code § 51-109(4)(B)). Job contacts can be provided when certifying via online, IVR or mail-in forms.

Claimants must be able to perform suitable work, be available for suitable work and be actively seeking suitable work. DOES cannot require anyone to seek or accept unsuitable work.

Note: A Call Center Representative may tell claimants that if they are disabled, they cannot receive unemployment benefits. One requirement of continued eligibility for benefits is that the worker is physically able to work. The Americans with Disabilities Act, however, requires recipients of federal funds, such as the DC unemployment compensation program, to reasonably accommodate persons with disabilities. This means a worker cannot be denied unemployment just because of a disability. DOES must make some inquiry into whether the person can work with a reasonable accommodation.

Suitable Work

In determining whether or not any work is suitable for an individual, the Director of the Department of Employment Services considers, among other factors, the:

- 1) claimant's physical fitness;
- 2) prior training;
- 3) experience and earnings;
- 4) distance from home to work; and
- 5) risk to health, safety, or morals.

A person may refuse work for the following reasons:

- 1) the vacancy is created by a strike or other labor dispute;
- 2) the wages are less than the prevailing wages for similar work;
- 3) the work requires resigning or refraining from union membership or requires joining a "company union."

The longer the person is unemployed, the more suitable otherwise "unsuitable" work becomes. Failure to apply for suitable work when notified that it is available or failure to accept when offered could result in disqualification.

Reemployment Programs

DOES provides reemployment programs to connect UI claimants with customized workforce services. The aim of the reemployment programs is also to preserve the Unemployment Insurance Trust Fund and support integrity efforts such as ensuring eligibility, detection of improper payments and prevention of overpayments.

The *Reemployment Services and Eligibility Assessment (RESEA)* program is an approach that combines: (1) in-person unemployment compensation eligibility reviews, (2) labor market information, (3) development of an individual reemployment plan and (4) referral to reemployment services and/or training. It is designed to ensure claimants are meeting the eligibility provisions of state laws and are exposed to reemployment services, including job search assistance and placement services, so they may return to employment as quickly as possible. The RESEA program provides workforce services targeted to claimants who have not exhausted their 26-week claim for benefits.

Claimants are notified in advance of required attendance of program meetings.

Methods of Payment to Claimant

Claimants can change the method of payment at any time by updating this information through their profile. Payment options are debit card or electronic (direct) deposit. Claimants can change the method of payment at any time. It is important that Call Center Representatives advise claimants there is a 10-12 business day processing period when changing their method of payment.

Payment by Electronic Direct Deposit

The Department of Employment Services prefers the electronic direct deposit method of payment. With electronic direct deposit, DOES electronically transfers weekly benefit payments to the claimant's financial institution for deposit into the account designated by the claimant. Their financial institution must be a member of the Automated Clearing House (ACH) network, and it does not have to be located in the District of Columbia.

To apply for electronic deposit, the claimant needs to complete the Authorization for Electronic Deposit form that is available on the DC Networks website www.dcnetworks.org via Claimant Services. The claimant's financial institution has 10-12 business days to verify the account information, so electronic direct deposit does not begin until approximately 12 business days after the request is processed. Claimants are notified if there is an issue verifying their account. If a claimant has an issue with direct deposit enrollment, payments will be issued to a debit card. The claimant's financial institution provides the claimant with a record of deposits on their monthly statement.

In rare instances, DOES may issue paper checks. Paper checks are only issued if payment cannot be processed using the direct deposit or debit card methods.

Payment by Debit Card

The Claimant will receive a complimentary Visa debit card from U.S. Bank after they have successfully completed the initial claim form process. The claimant will receive their debit card by standard mail within 5-7 business days from this date. The debit card is valid for **two years**. Future qualifying payments will be added to the same DOES/U.S. Bank debit card account. The claimant must activate the card by calling U.S. Bank at **1-855-696-3729** or visiting the website www.usbankreliacard.com.

A new debit card may need to be requested if the current debit card has expired. A new debit card will only be automatically issued at the expiration of a debit card if there is activity on the account within 60 days of the expiration date.

All changes to the claimant's name and date of birth will be made by the DOES debit card team and require valid identification to process. Claimants are responsible for ensuring their mailing address and contact numbers are accurate. Claimants can modify their contact information by logging into their profile and making the necessary updates. If the claimant has changed their preferred payment method to the direct deposit option, payments will continue to be issued to the debit card until the 10-12 business day direct deposit enrollment process is completed. The direct deposit status will continue to state "pending" until it has been activated.

Below are some benefits of using a debit card:

- Access cash at banks and ATMs
- Pay bills online
- Control: online and phone account management anytime
- Security: "zero liability" fraud protection
- Flexibility: can make card purchases at millions of merchants

Lost or Stolen Debit Card Procedures

For all inquiries regarding activity on the debit card, a lost or stolen debit card, or a pin number, claimants are advised to contact the U.S. Bank Customer Service line immediately at **1-855-696-3729**. After an investigation, if it is found that the card was used fraudulently, the full remaining funds will be replaced.

Debit Card Request and Inquiries Procedures

If a claimant requests a debit card because he or she never received the card, Call Center Representatives are advised to provide claimants with the U.S. Bank Customer Service line at **1-855-696-3729** to request a new card. Requests for new debit cards are not handled by the Customer Navigation Center.

All notations from the debit card team will be included in the WEBS log within 24 hours.

Send debit card inquiries to: does.debitcard@dc.gov. This email is for **INTERNAL USE ONLY**.

Include in your request:

- Claimant's debit card concern/request
- Screen shot of the 12 screen in DOCS
- Information conveyed to the claimant
- Any corrections (i.e. DOB, spelling of name)

DOES employees must verify a claimant's name, social security number, telephone number and address before forwarding a request to does.debitcard@dc.gov. Call Center Representatives are advised to inform claimants that once supporting documentation has been received for records to be updated (i.e. DOB, spelling of name), it will take 24 hours for these updates to be applied to the claim.

All account balance inquiries can be viewed online at www.usbankreliacard.com or by calling **1-855-696-3729**.

If a call back is necessary:

Please verify all contact information from the customer. Then send an email on the customer's behalf to the Debit Card team with information pertaining to this request. Notify the claimant that a member of the Debit Card team will return his or her call within 24-48 business hours.

P.O.BOX Addresses

Claimants are not allowed to use a P.O. Box address when opening a new claim or requesting a debit card unless they have provided a copy of a valid government-issued photo ID, social security card and a written statement that includes the following information:

- The reason the P.O. Box address is preferred
- Physical address where the claimant resides

Create/Forgot Passwords

Create Password

When a claimant files their initial claim over the telephone, a unique password is generated by the system and mailed to the claimant. This password will be used by claimants for all future interactions within WEBS. All passwords are eight (8) characters long and a combination of letters and numbers. Passwords are not case sensitive.

Forgot Password

If a claimant forgets their password, they must visit DC Networks and click the “Forgot your password?” link on the log-in page. The claimant will then be prompted to enter their SSN. Once this step has been completed, the password will be sent to the claimant’s email address on file.

Summary of Initial Claims Intake Process (Steps 1-18 Snapshot)

1. Call Center Representative logs into WEBS and DOCS to begin the claims intake process.
 - WEBS:** <https://does.dcnetworks.org/AgencyServices/ClaimantProfile.aspx>
 - DOCS:** New staff members must submit a helpdesk ticket to have the application downloaded to the desktop.
2. Call Center Representative receives call from the IVR call waiting queue.
3. Call Center Representative appropriately greets the claimant with the following:

“Thank you for calling the Department of Employment Services. My name is Mr./Ms. _____ . How may I assist you?”
4. Call Center Representative verifies populated information provided by the claimant or collects information from the claimant (i.e. wages, personal information, SSN).
5. Call Center Representative determines monetary eligibility by examining employment information populated by SSN in WEBS.

6. If claim is found to be monetarily ineligible, Call Center Representative then checks the DOCS State Identification Information Inquiry (SIDI) and Interstate Claim and Wage Inquiry (IBIQ) for employment wages in other states.
7. Call Center Representative conducts a mandatory review of all information collected thus far.
8. Call Center Representative verifies Claimant's occupation.
9. Call Center Representative selects the last 30-day employer or claim type (Intrastate or Interstate, Federal Employment Claim, Combined Wage Claim, or Military Claim).
10. Call Center Representative verifies separation information.
11. Call Center Representative asks probing questions that tell a story about the separation. These questions cannot be standardized but should include:
 - What was the reason for separation?
 - Why were you laid off?
 - What were you told?
 - What happened?
 - Who advised you of your termination? (name, title/position, telephone number)
 - Do you have a recall date?
 - Did you receive anything in writing?(Supporting documentation should be faxed to 202-698-5707 or emailed to Fact.Finding@dc.gov.)
12. Call Center Representative selects discharge, voluntary quit, or laid off for lack of work.
13. If separation is identified as a discharge or a voluntary quit, an issue is created to be addressed by the Adjudications team.
14. If a separation is identified as a laid off for lack of work, the claim is approved for payment.
15. If Call Center Representative selects discharge or voluntary quit, they then complete a questionnaire documenting the details of the separation.
16. Call Center Representative conducts mandatory review of the claimant's statement and emails the completed questionnaire to fact.finding@dc.gov to be uploaded to WEBS by the Validation unit.
17. Call Center Representative submits the claim, and the system generates a separation form to be sent to the last 30-day Employer, requesting separation information.
18. Call Center Representative closes call with the following:

"Within the next 30 days you will receive from us:

 - Password information
 - Weekly claims form
 - Monetary determination indicating weekly eligibility and total possible monetary eligibility
 - U.S. Bank debit card

"Is there anything else with which I can assist you? Thank you for calling the Department of Employment Services. Have a nice day."
19. Within 7-21 days after the initial claim is filed, the claimant should receive in the mail a Notice of Monetary Determination. This will indicate the weekly benefit amount, the maximum benefit amount,

the date the benefit year ends, the base period of the claim, and the wages used to calculate the claim. If the claimant is not eligible, the notice will indicate the monetary or non-monetary requirement that was not met.

Initial Claims Intake Process with Screenshots

Step 1	Procedure
Log in to WEBS	See WEBS User Manual for log-in and navigation procedures

District of Columbia | MAYOR | DC GUIDE | RESIDENTS | BUSINESS | VISITORS | GOVERNMENT | FOR KIDS

Department of Employment Services

Unemployment Insurance Service Center

AGENCY SERVICES:

- Adjudication - Nonmonetary System
- Remote Initial Claims including I/R IC
- Claimant Information
- CSR Information
- Stats at a Glance
- Data Views - 29 Data Views that assist in Managing the Claims and Benefits Process
- Employer Account and Lookup Information
- BARTS
- Security Portal for Managing WEBS and DOCS Access

UI Agency Services Secure Sign In:

Password:

Oper ID:

Internet Browser recommendation - This site works best using MS Internet Explorer (IE).

THIS COMPUTER, THIS COMPUTER NETWORK, ALL COMPUTERS CONNECTED TO THIS NETWORK AND ALL DEVICES AND STORAGE MEDIA ATTACHED TO A COMPUTER ON THIS NETWORK OR NETWORK COMPOSE AN INFORMATION SYSTEM THAT IS THE PROPERTY OF THE DISTRICT OF COLUMBIA GOVERNMENT FOR USE IN CONDUCTING DISTRICT OF COLUMBIA GOVERNMENT BUSINESS

UNAUTHORIZED OR IMPROPER USE OF THIS SYSTEM MAY RESULT IN DISCIPLINARY ACTION, AS WELL AS, CIVIL AND CRIMINAL PENALTIES

BY USING THIS INFORMATION SYSTEM YOU UNDERSTAND AND CONSENT TO THE FOLLOWING:
 YOU AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL AND DISTRICT LAWS, REGULATIONS, POLICIES AND GUIDELINES. YOU AGREE TO SECURE, PROTECT, AND PREVENT THE UNAUTHORIZED DISCLOSURE OF CUSTOMER INFORMATION. CUSTOMER INFORMATION MAY ONLY BE DISCLOSED AS AUTHORIZED BY FEDERAL AND DISTRICT LAW. THE UNAUTHORIZED DISCLOSURE OF CUSTOMER INFORMATION MAY RESULT IN DISCIPLINARY ACTION, AS WELL AS, CIVIL AND CRIMINAL PENALTIES.

YOU HAVE NO REASONABLE EXPECTATION OF PRIVACY REGARDING ANY COMMUNICATION OR DATA TRANSMITTED OR STORED ON THIS INFORMATION SYSTEM, AT ANY TIME, AND FOR ANY LAWFUL GOVERNMENT PURPOSE, THE GOVERNMENT MAY MONITOR, INTERCEPT, AUDIT, SEARCH AND SEIZE ANY COMMUNICATION OR DATA TRANSMITTED OR STORED ON THIS INFORMATION SYSTEM.

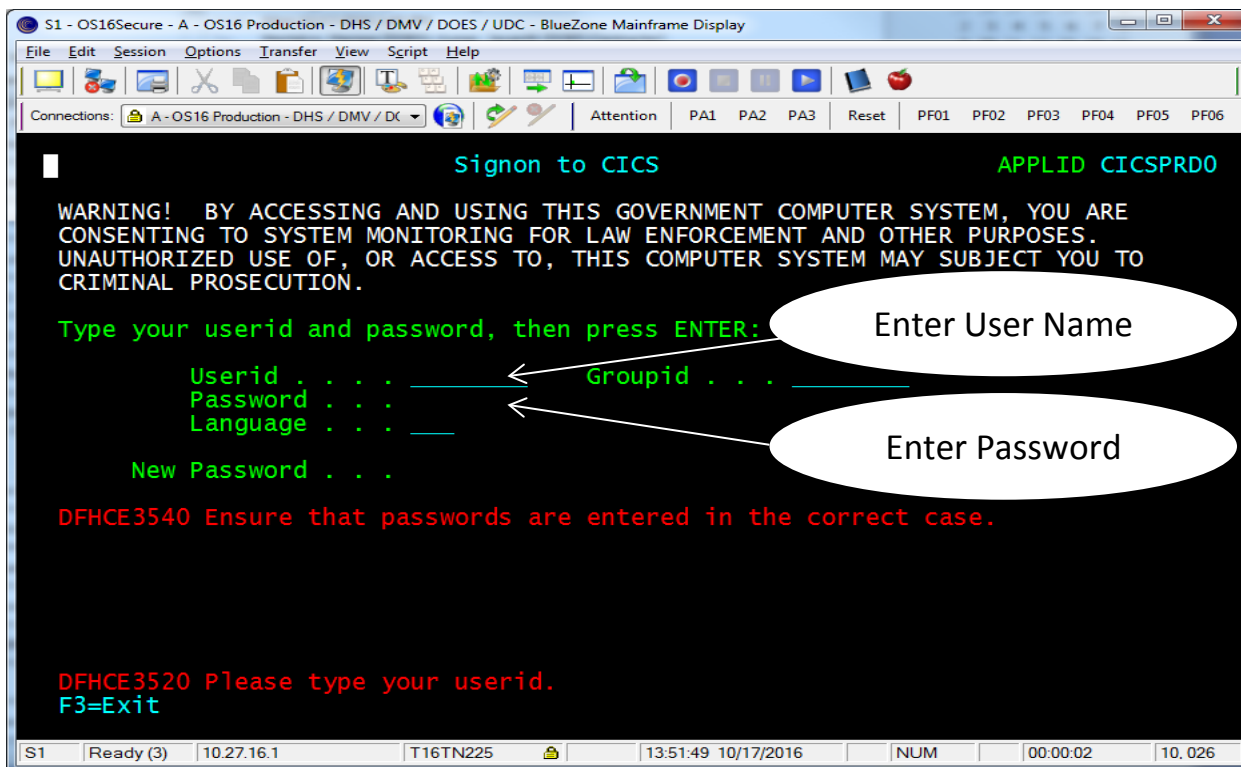
TO PROTECT YOUR SENSITIVE DATA, PLEASE BE SURE TO CLOSE THE BROWSER WHEN YOU ARE FINISHED.

Procedure

Through your internet browser, access WEBS:

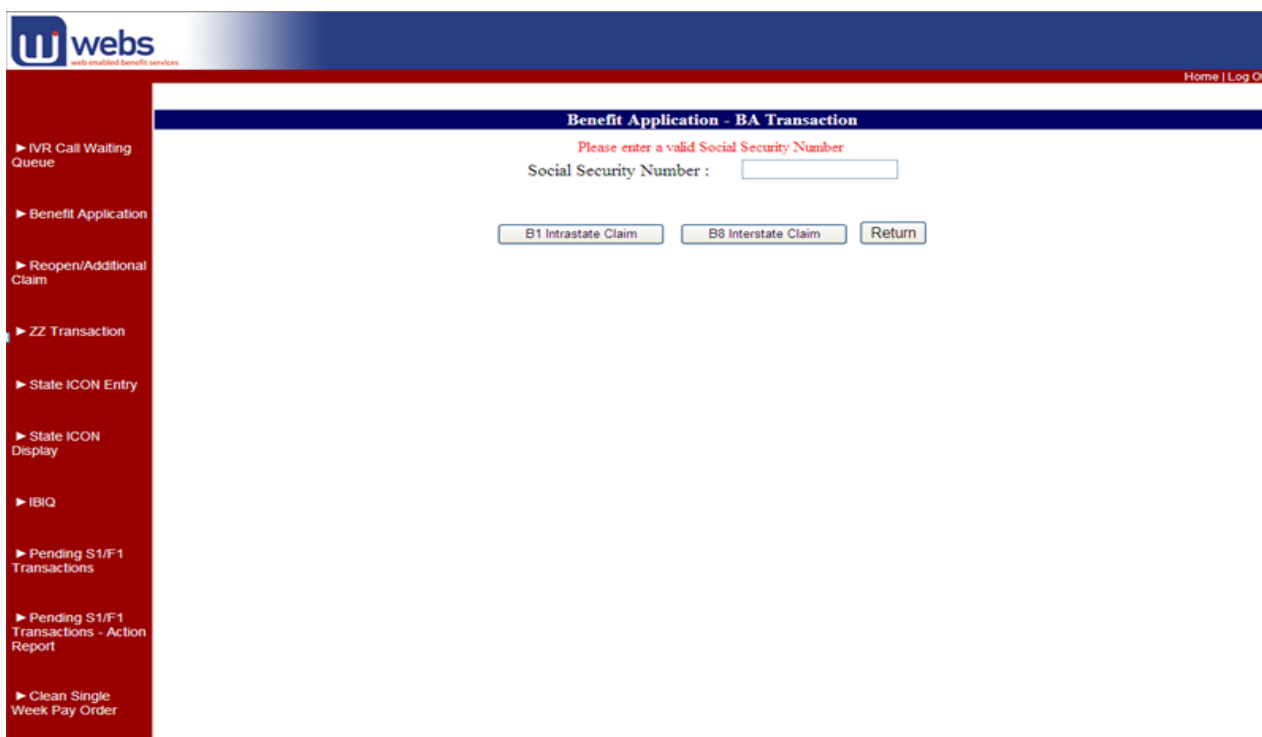
<https://does.dcnetworks.org/AgencyServices/ClaimantProfile.aspx>

Step 2	Procedure
Log in to DOCS	For new staff members: submit a helpdesk ticket request in order to have the application installed on your desktop computer.



Step 3

In WEBS, Select "RIC" and then "Benefit Application" on the left and enter the Claimant's SSN.



Procedure

The Call Center Representative will greet the claimant with the following: “Thank you for calling the Department of Employment Services. My name is Mr./Ms. _____. How may I assist you?”

Using the IVR Call Waiting Queue – CW Transaction page or the Benefit Application page, enter the appropriate SSN.

1. Selection of a ‘New’ claim on the CW page will automatically invoke the **Initial Intrastate Claim Information** page based on claimant information. This is a **B1 Transaction**.

OR

2. Selection of a ‘New’ claim on the CW page will automatically invoke the **Initial Interstate Claim Information** page. This is a **B8 Transaction** based on the claimant’s residential zip code.

Step 4	Procedure
Based on claimant inquiry responses, determine what type of claim should be initiated	<i>Intrastate or Interstate Claim</i>
	<i>Federal Employer Claim (UCFE)</i>
	<i>Combined Wage Claim (CWC)</i>
	<i>Military Claim (UCX)</i>

File Edit View History Bookmarks Tools Help

IVR

https://does.dcnetworks.org/IVRRIC/BITransaction.aspx

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Initial Intrastate Claim Information - BI Transaction

Social Security Number : 888888888 Effective Date : 6/15/2014

Claimant :	First Name : <input type="text"/>	MI : <input type="text"/>	Last Name : <input type="text"/>
Street :	<input type="text"/>		City : Washington
State :	DC	Zip Code :	<input type="text"/>
Ward :	<input type="text"/> Ward Look Up : <input type="button" value="Search"/>	Fips Code :	11 001
Telephone :	<input type="text"/>		Cell : <input type="text"/>
Email :	<input type="text"/>		Password : <input type="text"/>
Birth Date :	Month <input type="text"/> Day <input type="text"/> (Month Day, Year)	Sex :	<input type="radio"/> Male <input type="radio"/> Female
Citizen :	<input type="radio"/> Yes <input type="radio"/> No	Permit # : A <input type="text"/>	Expiration Date : <input type="text"/>
Ethnicity :	Select <input type="text"/>	Hispanic ?	<input type="radio"/> Yes <input type="radio"/> No
Education :	Select <input type="text"/>	Other U-I Comp ?	<input type="radio"/> Yes <input type="radio"/> No
Are/Will receive payment representing - Severance pay ? <input type="radio"/> Yes <input type="radio"/> No			Amount : <input type="text"/>
Pension ?	<input type="radio"/> Yes <input type="radio"/> No	Appropriate Pension Amt :	OASI : <input type="text"/>
Military :	<input type="text"/>	Other : <input type="text"/>	Civil Services : <input type="text"/>
Child Support ?	<input type="radio"/> Yes <input type="radio"/> No	Child Support State :	Please select <input type="text"/>
DC Tax ?	<input type="radio"/> Yes <input type="radio"/> No	IRS Tax ?	<input type="radio"/> Yes <input type="radio"/> No
Union Recall	Select <input type="text"/>	Recall Date :	<input type="text"/>
Veteran ?	<input type="radio"/> Yes <input type="radio"/> No	Discharge Status :	Select <input type="text"/>
Service Start :	<input type="text"/>	Discharge Date:	<input type="text"/>

File Edit View History Bookmarks Tools Help

IVR

https://does.dcnetworks.org/IVRRIC/B8Transaction.aspx

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Initial Interstate Claim Information - B8 Transaction

Social Security Number : 888888888		Effective Date : 6/15/2014	
Claimant :	First Name : <input type="text"/>	MI : <input type="text"/>	Last Name : <input type="text"/>
Street :	<input type="text"/>		City : <input type="text"/>
State :	<input type="text"/>	Zip Code :	<input type="text"/>
Fips Code :	<input type="text"/>		
Telephone :	<input type="text"/>		Cell : <input type="text"/>
Email :	<input type="text"/>		Password : <input type="text"/>
Birth Date :	Month <input type="text"/> Day <input type="text"/> (Month Day, Year)	Sex :	<input type="radio"/> Male <input type="radio"/> Female
Citizen :	<input type="radio"/> Yes <input type="radio"/> No	Permit # : A <input type="text"/>	Expiration Date : <input type="text"/>
Ethnicity :	<input type="text"/>	Hispanic ?	<input type="radio"/> Yes <input type="radio"/> No
Education :	<input type="text"/>	Other U-I Comp ?	<input type="radio"/> Yes <input type="radio"/> No
Are/Will receive payment representing - Severance pay ? <input type="radio"/> Yes <input type="radio"/> No		Amount : <input type="text"/>	
Pension ?	<input type="radio"/> Yes <input type="radio"/> No	Appropriate Pension Amt : OASI : <input type="text"/>	
Military :	<input type="text"/>	Other : <input type="text"/>	Civil Services : <input type="text"/>
Child Support ?	<input type="radio"/> Yes <input type="radio"/> No	Child Support State : <input type="text"/>	
IRS Tax ?	<input type="radio"/> Yes <input type="radio"/> No		
Veteran ?	<input type="radio"/> Yes <input type="radio"/> No	Discharge Status :	<input type="text"/>
Service Start :	<input type="text"/>	Discharge Date :	<input type="text"/>

Step 4 Continued

Use the SIDI page in DOCS to determine the state where the claimant has wages, another UI claim or an UI overpayment.

S1 - OS16Secure - A - OS16 Production - DHS / DMV / DOES / UDC - BlueZone Mainframe Display

File Edit Session Options Transfer View Script Help

Connections: A - OS16 Production - DHS / DMV / DI Attention PA1 PA2 PA3 Reset PF01 PF02 PF03 PF04 PF05 PF06 PF07 PF08 F

INMID00 STATE IDENTIFICATION INQUIRY

PLEASE ENTER SSN IN THE AREA PROVIDED BELOW:

SSN: _ _ _ _

ENTER SSN AND PRESS ENTER

F3=EXIT

S1 Ready (1) 10.27.16.1 T16TN626 11:55:19 6/18/2014 NUM 00:00:34 09.031

```
INMIDOO                                STATE IDENTIFICATION INQUIRY

PLEASE ENTER SSN IN THE AREA PROVIDED BELOW:

                                     1 → SSN:

ENTER SSN AND PRESS ENTER

F3=EXIT
```

Procedure

Enter the claimant's SSN in the **State Identification Information Inquiry (SIDI)** page. This inquiry page allows viewing of claimant wages in states outside of DC. This is helpful to determine if a claim is monetarily eligible as well as if the claimant is able to apply for benefits in another state.

How to access the SIDI page:

- Enter 81 on the DOCS main menu or by routing from another DOCS page when 81 is entered in the Transaction Option. The resulting page is the SIDI Results.
- Enter the SSN and other information as requested and press enter. If the claimant had wages in any other state, the state name will appear.
- If you wish to see the actual wages, press F5 at the bottom of the page for an IBIQ request.

Step 4 Continued

The SIDI page displays which state(s) the claimant may have wages, a UI claim, or a UI overpayment.

```

INMID01          STATE IDENTIFICATION RESULTS          LATEST QTR ON FILE IS          201C
                  FOR SSN:      XXX XX 9991          ← 1

THE SSN YOU ENTERED HAS WAGES IN THE FOLLOWING STATES:

ST: DC MD VA          ← 2

THE SSN YOU ENTERED HAS A CLAIM IN THE FOLLOWING STATES:

ST:                   ← 3

THE SSN YOU ENTERED HAS AN OVERPAYMENT IN THE FOLLOWING STATES:

ST:                   ← 4

                  STATES NOT PARTICIPATING ARE: HI PR VI

F3=EXIT F4=SSN ENTRY          F5=SEND IBIQ REQUESTS
  
```

Procedure

To determine claimant wages, utilize the **State Identification Results (page 82)**. This inquiry page displays the following:

1. **SSN:** the same SSN entered on the State Identification Inquiry page
2. **ST:** The state(s) where there is a record of wages
3. **ST:** The state(s) where there is a record of claims
4. **ST:** The state(s) where there is a record of overpayments
5. **States Not Participating Are:** States that have not submitted current data (usually HI, VI and PR)

Note: A word of caution, the SIDI page does not pick up the most recently reported quarter.

Based on the claimant's responses and DC resident indicator (zip code), the Call Center Representative should initiate an Interstate or Intrastate.

- If determined that the claim is an **Intrastate claim, proceed to Step 5A.**
- If determined that the claim is an **Interstate claim, proceed to Step 5B.**

If the Call Center Representative is still unable to determine the state where the claimant has wages, another UI claim or an UI overpayment, the Call Center Representative may want to utilize the **Interstate Claim and Wage Inquiry (IBIQ)** screen. This screen presents a view of wage credits available in other

states. To make an IBIQ request, press the F5 key from the SIDI page.

Step 5A

Initiate the claim data entry in the Initial INTRASTATE Claim Information page– B1 Transaction

3/6/2011

Initial Intrastate Claim Information - B1 Transaction

Social Security Number: [Redacted] Effective Date: 3/6/2011

Claimant: First Name: [] MI: [] Last Name: []

Street: [] City: Washington

State: DC Zip Code: []

Ward: [] Ward Look Up Search Fips Code: 11 001

Telephone: [] Cell: []

Email: [] Password: []

Birth Date: Month [] Day [] (Month Day, Year) Sex: Male Female

Citizen: Yes No Permit #: A []

Ethnicity: Select [] Hispanic? Yes No

Education: Select [] Other U-I Comp? Yes No

Are/Will receive payment representing - Severance pay? Yes No Amount: []

Pension? Yes No Appropriate Pension Amt: OASI []

Military: [] Other: [] Civil Services: []

Child Support? Yes No Child Support State: Please select []

DC Tax? Yes No IRS Tax? Yes No

Union Recall: Select [] Recall Date: []

Veteran? Yes No Discharge Status: Select []

Service Start: [] Discharge Date: []

Do you need information about and as application for Dependents Allowance? Yes No

Next
Cancel

Procedure

The Initial Intrastate Claim Information page is used to apply for UI claims (sometimes referred to as “straight” claims) in the District of Columbia.

1. Enter claimant data in the required fields. *Table 1* below contains field names and definitions.
2. To locate the claimant’s DC Ward number: **DC Ward Lookup (for Intrastate Claims only)**: Proceed to Step 5A-1.
3. **QAS Address Verification**: Automated address validation process. Proceed to Step 6.

Step 5A-1

DC Ward Lookup: <http://dcatlas.dcgis.dc.gov/mar/>

District of Columbia Master Ad... x +

dcatlas.dcgis.dc.gov/mar/

DC.gov Office of the Chief Technology Officer Website

DC GIS Master Address Repository

[Show Disclaimer](#)

Search By Location Search By Square Suffix Lot (SSL)

Find a DC location using a method shown below. [Learn more about the District of Columbia Master Address Repository.](#)

1 Find It! 2

Location Types

Street Address
STREET ADDRESS: An address consists of a street number, a street name, and a quadrant (NE, NW, SE, SW). The address number and street name are required. Every address in the MAR as also been assigned an AID# (Address Identification Number) which can be used to retrieve additional data about that address.
Example: 441 4th ST NW

Intersection
INTERSECTION: An Intersection consists of two streets
Example: 14th ST NW and Pennsylvania Avenue NW, or 14th ST NW & Pennsylvania Avenue NW, or 16th ST NW over Military RD NW, or Military RD NW under 16th ST NW, or North Capitol Street NE Northbound and ramp from Irving Street NE Eastbound

Block
BLOCK: A block consists of a street and any other cross streets.
Example: 4th ST NW from D Street NW to E Street NW or 400 Block of 4th St NW

Place Name
PLACE NAME: A place name consists of common place names and public/institutional building names.
Example: "White House" or "Dupont Circle" or "Wilson Building" or "Wilson High School" or "Woodrow Wilson House"

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Procedure

1. Enter claimant's full address in the text field.
2. Click the Find it! button.

Step 5A-1 continued

DC Ward Lookup

MAR Location Detail x +

dcattlas.dcgis.dc.gov/mar/location_detail.aspx

DC .gov Office of the Chief Technology Officer Website

Location Details

Address Information	
Address: 441 4TH STREET NW	Address Number: 441
Address ID: 285552	Number Suffix: -----
Status: ACTIVE	Street Name: 4TH
Zip Code: 20001	Street Type: STREET
Unit: None. Submit Units(s)	Quadrant: NW
SSL: View SSL(s)	Alias: View Alias(es)
Type: NON RESIDENTIAL	
MD State Plane, North American Datum (NAD) 1983 in meters: X = 398635.86 Y = 136399.72	
United States National Grid (USNG): 18S UJ 25191 07105	
Latitude and Longitude: LAT = 38° 53' 43.6" N (38.895445) LONG = 77° 0' 56.61" W (-77.015725)	

[View Map](#)

[View Photo](#)

Boundary Information

Ward: 2	Vote Precinct: 143
Advisory Neighborhood Commission: 2C	Police District: First
Single Member District: 2C03	Police Service Area: 103
Census Tract: 005900	Neighborhood Cluster: 8

- [Select this link to download the current Location Details as XML](#)
- [Select this link to download current location as Google Earth KML](#)

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More Resources >

Procedure

3. Locate the "Ward" field.
4. Navigate back to WEBS page and select the Ward number from "Ward:" field drop down.

Step 5B

Initiate claim data entry in the Initial INTERSTATE Claim Information page – B8 Transaction

3/6/2011

Initial Intrastate Claim Information - B1 Transaction

Social Security Number: [Redacted] Effective Date: 3/6/2011

Claimant: First Name: [] MI: [] Last Name: []

Street: [] City: Washington

State: DC Zip Code: []

Ward: [] Ward Look Up: [Search] Fips Code: 11 001

Telephone: [] Cell: []

Email: [] Password: []

Birth Date: Month [] Day [] (Month Day, Year) Sex: Male Female

Citizen: Yes No Permit #: A []

Ethnicity: Select Hispanic? Yes No

Education: Select Other U-I Comp? Yes No

Are/Will receive payment representing - Severance pay? Yes No Amount: []

Pension? Yes No Appropriate Pension Amt: OASI []

Military: [] Other: [] Civil Services: []

Child Support? Yes No Child Support State: Please select ([])

DC Tax? Yes No IRS Tax? Yes No

Union Recall: Select Recall Date: []

Veteran? Yes No Discharge Status: Select []

Service Start: [] Discharge Date: []

Do you need information about and an application for Dependents Allowance? Yes No

[Next] [Cancel]

Procedure

The Initial Interstate Claim Information page is used to apply for out-of-state UI claims.

1. Enter claimant data in the required fields. *Table 1* below contains field names and definitions.
2. **County/City FIPS Lookup (for Maryland and Virginia Interstate claims only):** manual process to lookup FIPS code. Proceed to Step 5B-1.
3. **QAS Address Verification:** Automated address validation process. Proceed to Step 6.

Step 5B-1

FIPS Code Lookup

Claimant Services – Initial Claims (public site)

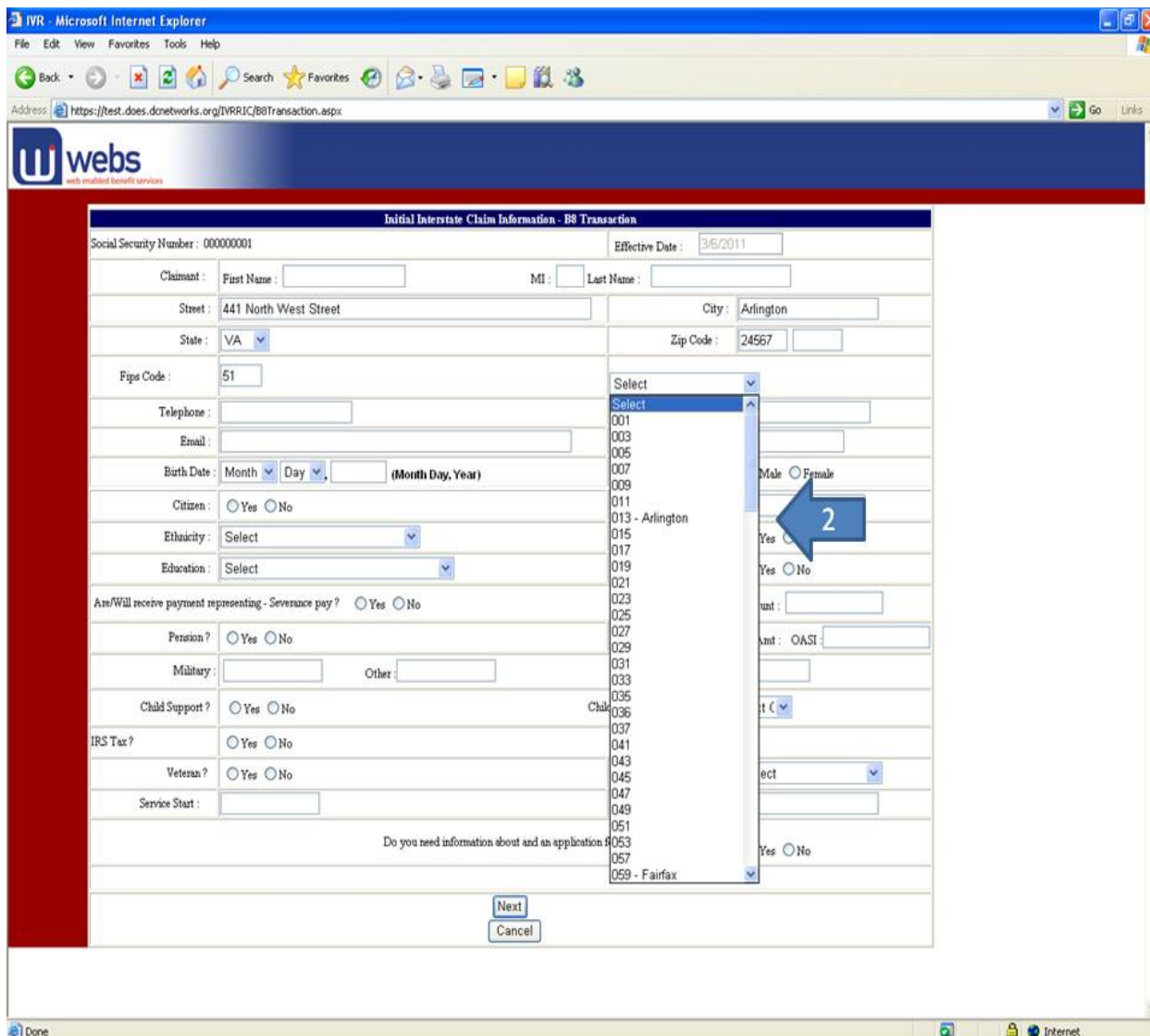
IVR RIC – Initial Claims

Procedure

Once the Claimant address has been verified by the QAS Address Verification process, look up the Claimant City using the FIPS.TXT document.

Step 5B-1 Continued

FIPS Code Lookup



Procedure

In WEBS, select the corresponding FIPS code (obtained from the FIPS.TXT document).

Table 1: Initial Intrastate and Initial Interstate Claim Information Pages – Field Names and Definitions

Field	Required	Definition, Conditions and Comments
Social Security Number	System	
Effective Date	System	
Claimant Name	Y	Claimant first, middle initial and last name
Street Address	Y	Claimant address
City	Y	Claimant city
State	Y	Claimant state
Zip	Y	Claimant zip code(+4 not required)
Ward (1-8)	Y B1 Transaction Only	The District of Columbia is divided into wards 1-8. A ward is an electoral district within a municipality used in local politics.
FIPS Code (State)	Y Auto-populated	FIPS (Federal Information Processing Standards) state, county and city codes are established by the National Bureau of Standards and U.S. Department of Commerce. State codes are 2-characters and county/city codes are 3-characters. When used in conjunction, the codes uniquely identify any named populated place or entity in the nation. For example, 51=Virginia and 013=Arlington
FIPS Code (County/City)	Y B1, Auto-populated B8,required for MD and VA	
Email Address	N	Claimant email address
Education Code (0-19)	Y	Level of education from “No formal education” to “Seven or more years of higher education”.
Telephone	N	Claimant telephone number
Cell	N	Claimant cell phone number
Sex	Y	Claimant Gender
Birthdate	Y	Claimant MMM DD, YYYY of birth
Citizen?	Y	Is Claimant a US Citizen?
Permit #	Y, if Citizen?=N	
Other UI Comp	Y	Is Claimant receiving UI compensation from another state?
Ethnicity	Y	If claimant declines to answer, select “Unknown”
Hispanic	Y	If claimant declines to answer, select “No”
Severance Pay	Y	Payments for unused vacation, comp-time, or sick leave are NOT a severance payment. Payments are considered severance pay when: 1)The payments are not assigned to any period after the Claimant date of separation from their employer; 2)Claimant is not on call or in any way required to be available to the former employer in order to receive severance; 3)Claimant fringe benefits, (vacation, retirement, sick, etc.) do not continue to accrue; 4)Claimant can accept a new job and it does not affect the severance payment.
Severance Amount	Y, if Severance Pay=Y	The severance amount should be entered as a GROSS amount
Pension or Annuity	Y	Answer “Y” only if the Claimant receiving the pension made NO financial contribution to it. For example, a Social Security pension would not be included as such select “N”.
Pension or Annuity Amount	Y, if Pension or Annuity=Y	The pension/annuity amount should be entered as a WEEKLY amount. OASI: Old Age and Survivors Insurance is the Social Security

Field	Required	Definition, Conditions and Comments
		and Medicare coverage program for state and local (public) government employees. Military: Other: Civil Services:
Child Support	Y	Child support owed and legally obligated by the Claimant.
State	Y, if Child Support = Y	State where child support is owed and legally obligated by the Claimant.
DC Tax	B1 Transaction Only	UI benefits are taxable income. Claimant has the option of having weekly UI compensation benefits withheld in order to satisfy DC tax obligation. Option not available for Interstate Claims.
IRS Tax	Y	UI benefits are taxable income. Claimant has the option of having weekly UI compensation benefits withheld in order to satisfy federal tax obligation.
Veteran	Y	A veteran is a Claimant that has served in the armed forces not a military agency, i.e. DOD.
Service Start	Y, if Veteran=Y	Claimant will need the Release or Discharge from Active Duty form DD-214. The DD-214 represents the complete, verified record of a service member's time in the military, awards and medals, and other pertinent service information, such as promotions, combat service or overseas service, Military Occupational Specialty identifiers and record of training and schools completed.
Discharge Date		
Discharge Status		
Do you need information about and an application for Dependents Allowance?	Y	Obsolete functionality. OnPoint is currently changing the logic.

Step 6

QAS Address Verification - Claimant

3/6/2011

Initial Intra-state Claim Information - B1 Transaction

Social Security Number: [REDACTED] Effective Date: 3/6/2011

Claimant: First Name: [REDACTED] MI: [REDACTED] Last Name: [REDACTED]

Street: [REDACTED] City: Washington

State: DC Zip Code: [REDACTED]

Ward: [REDACTED] Ward Look Up: Search Fips Code: 11 001

Telephone: [REDACTED] Cell: [REDACTED]

Email: [REDACTED] Password: [REDACTED]

Birth Date: Month [REDACTED] Day [REDACTED] (Month Day, Year) Sex: Male Female

Citizen: Yes No Permat #: A [REDACTED]

Ethnicity: Select [REDACTED] Hispanic? Yes No

Education: Select [REDACTED] Other U-I Comp? Yes No

Are/Will receive payment representing - Severance pay? Yes No Amount: [REDACTED]

Pension? Yes No Appropriate Pension Amt: OASI: [REDACTED]

Military: [REDACTED] Other: [REDACTED] Civil Services: [REDACTED]

Child Support? Yes No Child Support State: Please select C [REDACTED]

DC Tax? Yes No IRS Tax? Yes No

Union Recall: Select [REDACTED] Recall Date: [REDACTED]

Veteran? Yes No Discharge Status: Select [REDACTED]

Service Start: [REDACTED] Discharge Date: [REDACTED]

Do you need information about and an application for Dependents Allowance? Yes No

Next
Cancel

Procedure

The QAS Address Verification automatically checks to ensure the address provided by the claimant is legitimate. Call Center Representatives conduct a mandatory review of all information collected.

Step 7

Enter the Claimant's occupation information

Occupation Information

Please Enter a job title and/or description, then click the search button.
Then select the most accurate job description of the returned query and click Next

* Job Title (required)

* Job Description (optional)

* Possible Job Matches for: **Claims Examiner**

- 1 - Claims Examiners, Property and Casualty Insurance || Description: Review settled insurance claims to determine that payments and settlements have been made in accordance with company practices and procedures. Report overpayments, underpayments, and other irregularities. Confer with legal counsel on claims requiring litigation.
- 2 - Insurance Adjusters, Examiners, and Investigators || Description: Investigate, analyze, and determine the extent of insurance company's liability concerning personal, casualty, or property loss or damages, and attempt to effect settlement with claimants. Correspond with or interview medical specialists, agents, witnesses, or claimants to compile information. Calculate benefit payments and approve payment of claims within a certain monetary limit.
- 3 - Claims Adjusters, Examiners, and Investigators || Description: Review settled claims to determine that payments and settlements have been made in accordance with company practices and procedures, ensuring that proper methods have been followed. Report overpayments, underpayments, and other irregularities. Confer with legal counsel on claims requiring litigation.
- 4 - Insurance Claims Clerks || Description: Obtain information from insured or designated persons for purpose of settling claim with insurance carrier.
- 5 - Administrative Law Judges, Adjudicators, and Hearing Officers || Description: Conduct hearings to decide or recommend decisions on claims concerning government programs or other government-related matters and prepare decisions. Determine penalties or the existence and the amount of liability, or recommend the acceptance or rejection of claims, or compromise settlements.
- 6 - Eligibility Interviewers, Government Programs || Description: Determine eligibility of persons applying to receive assistance from government programs and agency resources, such as welfare, unemployment benefits, social security, and public housing.
- 7 - Insurance Policy Processing Clerks || Description: Process applications for, changes to, reinstatement of, and cancellation of insurance policies. Duties include reviewing insurance applications to ensure that all questions have been answered, compiling data on insurance policy changes, changing policy records to conform to insured party's specifications, compiling data on lapsed insurance policies to determine automatic reinstatement according to company policies, canceling insurance policies as requested by agents, and verifying the accuracy of insurance company records.
- 8 - Customer Service Representatives || Description: Interact with customers to provide information in response to inquiries about products and services and to handle and resolve complaints.
- 9 - First-Line Supervisors/Managers of Office and Administrative Support Workers || Description: Supervise and coordinate the activities of clerical and administrative support workers.
- 10 - Financial Examiners || Description: Enforce or ensure compliance with laws and regulations governing financial and securities institutions and financial and real estate transactions. May examine, verify correctness of, or establish authenticity of records.
- None of the above describes my job

Procedure

The Occupation Information page is used by the Call Center Representative to enter the claimant's occupation information:

1. The claimant's job title and/or description
2. Click the Search button
3. Select the most accurate job description
4. Click the Next button.

After clicking *Next*, the Call Center Representative will be taken to the Initial Claim Employers - BC Transaction page. Proceed to Step 8A.

Step 8A

Initial Claim Employers - BC Transaction page

Select Claimant's last 30-day Employer or Claim Type

The screenshot shows the 'Initial Claim Employers - BC Transaction' page. At the top, there is a header with the 'webs' logo and the title 'Initial Claim Employers - BC Transaction'. Below the header, there are fields for 'Date: 3/11/2011 3:12:53 PM', 'Social Security Number: 123456789', and 'Claimant Name: [REDACTED]'. The main content area features a table with columns: Account, Employer Name, Address, City, State, Type, Source, and Last Employer. The table contains three rows of employer data. Below the table, there are several buttons and form elements: 'Alternate Basis Method?' with radio buttons for 'Yes' and 'No', 'New CVC Employer', 'Employer Lookup', 'Out of State Employer', 'Wage Review', 'UCFE Employers', 'UCX Employers', 'Delete', 'Next', and 'Cancel'. Blue arrows with numbers 1a through 6 point to these elements: 1a points to the first row of the table; 1b points to the 'Next' button; 2 points to the 'Employer Lookup' button; 3 points to the 'Out of State Employer' button; 4 points to the 'UCX Employers' button; 5 points to the 'UCFE Employers' button; and 6 points to the 'New CVC Employer' button.

Account	Employer Name	Address	City	State	Type	Source	Last Employer
141110	WASHINGTON FIRST BANK	1500 K ST NW	WASHINGTON	DC	UI	Wage File	
159437	VIVIAN KALAVRITINOS	3121 CLEVELAND AVE NW	WASHINGTON	DC	UI	Wage File	
166433	NICOLETTA BATINI	5015 FULTON ST NW	WASHINGTON	DC	UI	Wage File	

Procedure

The **Initial Claim Employers - BC Transaction** page is used by the Call Center Representative to enter employer information required for the initial claims process. See *Table 2* for additional information about the data displayed on the Initial Claim Employers page.

From this page, a last employer must be selected and/or a request for wages to be transferred may be generated. In order to process the claim, a last employer must be designated. Employers are displayed in order within a quarter with the most recent New Hire first and those with the greatest dollar amount in wages next. The page is filled from the top down for up to ten employers. If combined wage claim (CWC) employers are added to this page, those additions will occur at the top of the page.

Step 8A Continued

1. If the claimant's last 30-day employer is displayed, the Call Center Representative should:
 - a. select the choice button next to that employer's account number
 - b. click the "Next" button

The **Initial Claim Employer Information– B2 Transaction** page will then be automatically displayed with all data filled in except for the start and end dates of employment and the claimant's reason for separation.

2. If the claimant's last employer is not displayed on the BC page and last employer was:
 - not a federal agency
 - not a branch of the armed services
 - not determined to be a combined wage claim,

The Call Center Representative should select the "Employer Lookup" button. The **Initial Claim Employer Information– B2 Transaction** page will then be automatically displayed but no data filled in. Proceed to Step 8B-1.

3. If the claimant's last employer is not displayed on the BC page and the claimant had *out-of-state* employment in the base period, the Call Center Representative should select the "Out-of-State Employer" button. This will display the **Initial Claim Employer Information – B2 Transaction page**. Proceed to Step 8B-2.
4. If the claimant has been employed by a federal civilian agency since the beginning of the base period, the Call Center Representative should select "UCFE Employers" button. This will display the **UCFE Employer Lookup – E4 Transaction** page. Proceed to Step 8C.
5. If the claimant has been employed by a branch of the armed forces since the beginning of the base period, the Call Center Representative should select the "UCX Employers" button. This will display the **UCX Wage Calculations Page – B6 Transaction page**. Proceed to Step 8D.
6. If the claimant has had out-of-state employment in the base period and a Combined Wage Claim is needed, the Call Center Representative should select "New CWC Employer" button. This will display the **CWC Employer Characteristics – BI Transaction page**. Proceed to Step 8E.

Table 2: Initial Claim Employers – BC Transaction page – Field Names and Definitions

Field	Required	Definition, Conditions and Comments
Social Security Number	System	Claimant's social security number
Claimant Name	System	Claimant first, middle initial and last name
Account Number	System	The account numbers of all employers reporting base period and lag quarter wages. The latest employers will be displayed at the top of the page.
Employer Name	System	The names of employers reporting base period and lag quarter wages. The latest employers will be displayed at the top of the page.
Address	System	Employer's address
City	System	Employer's city
State	System	Employer's State
Type	System	The employer type. Valid values are: <ul style="list-style-type: none"> - UI - DC Employer - CWC - Combined Wage Claim Employer - UCX - Military Employer - UCFE - Federal Employer
Source	System	The employer's source. Note: Only manually entered employers may be deleted from this page. <ul style="list-style-type: none"> - Wage file - Manually entered - New Hire
Last Employer	System	If the employer is designated as the last employer a check mark will appear in this field.
Alternate Base Period		The alternative base period consists of the four most recently completed calendar quarters prior to the date the claim could be filed. If a customer is not monetarily eligible for benefits under the regular base period, the Call Center Representative should determine if the customer is monetarily eligible under an alternative base period as stated in §51-107(c). Additionally, wages that fall within the alternative base period are not available for reuse in qualifying for any subsequent benefit years.

Step 8B-1

Initial Claim Employers – BC Transaction page

Employer Lookup

Initial Claim Employers - BC Transaction

Date: 3/29/2011 11:33:20 AM
 Social Security Number : 000121000
 Claimant Name : TEST USER

Account	Employer Name	Address	City	State	Type	Source	Last Employer
000000	Test Employer	441 4th St NW	Washington	DC	UI	Manually Entered	<input checked="" type="checkbox"/>

Alternate Base Added?: Yes No

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Done Internet

Procedure

If the last 30-day employer is NOT displayed, the Call Center Representative should select the “Employer Lookup” button.

Step 8B-2

Employer Lookup- E3 Transaction page

Select the last 30-day employer

Separating Employer Lookup - E3 Transaction

Employer Name: OR FEIN:

FEIN	Employer Name	Address	City	State	Acct
421620523	TEST & EVALUATION SOLUTIONS LL	400 HOLIDAY COURT STE 204	WARRENTON	VA	143841
204186160	TESTA REAL ESTATE MARKETING IN	7019 WESTERN AVE NW	WASHINGTON	DC	153134
541465654	TESTPROS INC.	1800 MICHAEL FARADAY DR STE 100	RESTON	VA	154118
000000000	TEST 1999	500 C ST NW	WASHINGTON	DC	085299
232933162	TESTA CONSULTING SERVICES INC	108 WINGATE DR	PITTSBURGH	PA	164342

1

2

3

4

ON POINT TECHNOLOGY, INC.

Procedure

1. Entry of either the employer name or FEIN will present a page similar to the above. Pressing the 'Return' button returns the claims-taker to the F1 page.
2. Click "Search" button

If the last 30-day employer is displayed, the Call Center Representative should:

3. Select the Separating Employer

If the last 30-day employer is NOT displayed, the Call Center Representative should:

4. Select the "Out of State Employer" button

Step 8B-2 Continued

Separation Information – B2 Transaction

Enter the start and end dates of employment and claimant's reason for separation.

The screenshot shows a web form titled "Initial Claim Last 30 Day Employer Information – B2 transaction". The form is partially filled with test data. The fields and their values are as follows:

- Date: 3/30/2011
- SSN: 000000001
- Name: TEST USER
- Employer Account Number: 085299
- Employer Business Name: TEST 1999
- Employer Street Address: 500 C ST NW
- Employer City: WASHINGTON
- State: DC
- Zip Code: 20001-2110 (with a note: (Enter as 12345-1234))
- Dates Of Employment - Start Date: (empty)
- End Date: (empty)
- Reason for Separation - Claimant: A dropdown menu is open, showing the following options:
 - Please select a Reason for Separation
 - Discharged for Misconduct
 - Voluntary Quit
 - Laid Off for Lack of Work

Two blue arrows are overlaid on the form: arrow '1' points to the 'Start Date' field, and arrow '2' points to the 'Reason for Separation' dropdown menu. At the bottom right of the form are 'Next' and 'Cancel' buttons.

Procedure

1. Enter the start date and end date of employment
 2. Enter the claimant's reason for separation and click the "Next" button.
- The Initial Claim Last 30 Day Employer Information – B2 Transaction will then be automatically displayed, with all data filled in except for the start and end dates of employment and the claimant's reason for separation.

The Call Center Representative should ask probing questions that tell a story about the separation.

These questions cannot be standardized but should include:

What was reason for separation?

Why were you laid off?

What were you told?

What happened?

Who advised you of your termination? (Name, title/position, telephone number)

Do you have a recall date?

Did you receive anything in writing?

(Supporting documentation should be faxed or emailed.)

3. If the Reason for Separation is *Discharged for Misconduct*, complete the Fact Finding Questionnaire for Discharged reasons, convert the completed questionnaire from a Word document to a PDF, then deliver to Fact.Finding@dc.gov for processing.
4. If the Reason for Separation is *Voluntary Quit*, complete the Fact Finding Questionnaire for Voluntary Quit reasons, convert the completed questionnaire from a Word document to a PDF, then deliver to Fact.Finding@dc.gov for processing.
5. If the Reason for Separation is *Laid off Lack of Work*, complete the Fact Finding Questionnaire for Laid off Lack of Work reasons, convert the completed questionnaire from a Word document to a PDF, then deliver to Fact.Finding@dc.gov for processing.

Step 8B-2 Continued

If the Separating Employer is NOT displayed, manually enter the employer information on the Initial Claim Last 30 Day Employer Information– B2 Transaction page

The screenshot shows a web form titled "Initial Claim Last 30 Day Employer Information - B2 transaction". The form contains the following fields and controls:

- 3/29/2011
- SSN: 000121000
- Name: TEST USER
- Employer Business Name: [Text Field]
- Employer Street Address: [Text Field]
- Employer City: [Text Field]
- State: [Dropdown Menu]
- Zip Code: [Text Field] (Enter as 12345-1234)
- Dates Of Employment - Start Date: [Text Field]
- End Date: [Text Field]
- Reason for Separation - Claimant: [Dropdown Menu] Please select a Reason for Se
- Buttons: Next, Cancel

A blue arrow labeled "1" points to the "Employer City" field. A blue arrow labeled "2" points to the "Next" button.

The Initial Claim Employer Information – B2 Transaction Page is used to enter data on the last 30-day employer. On *Intrastate* claims, the B2 generates a notice to the last employer requesting separation information. Enter data into the required fields. See *Table 3* for field requirements and definitions.

1. Enter Separating Employer information
2. Enter the start date and end date of employment
3. Enter the claimant reason for separation and click the “Next” button.

Table 3: Initial Claim Employer Information – B2 Transaction Page – Field Names and Definitions

Field	Required	Definition, Conditions and Comments
SOCIAL SECURITY NUMBER	System	SOCIAL SECURITY NUMBER
CLAIMANT NAME	System	CLAIMANT NAME
EMPLOYER BUSINESS NAME	Y	EMPLOYER BUSINESS NAME
EMPLOYER STREET ADDRESS	Y	EMPLOYER STREET ADDRESS
EMPLOYER CITY	Y	EMPLOYER CITY
EMPLOYER STATE	Y	EMPLOYER STATE
ZIP CODE	Y	Zip Code
START DATE	Y	Employee start date, in MMDDYYYY format.
END DATE	Y	Employee end date, in MMDDYYYY format. Note: if period of employment is not at least 30 calendar days
REASON FOR SEPARATION	Y	Voluntary Quit (20) Discharge for Misconduct (92) Laid Off Lack of Work (40)

Step 8C-1

UCFE Employer Lookup – E4 Transaction page

If the claimant has been employed by a federal civilian agency since the beginning of the base period, the Call Center Representative should select the “UCFE Employers” button to enter the claimant’s federal employer information in the UCFE Employer Lookup – E4 Transaction page.

Claimants should also have a copy of their SF-8 form *Notice to Federal Employee about Unemployment Insurance*. This form contains the agency name and FECA code (see Figure 1). Claimants should have a copy of form SF-50 *Notification of Personnel Action* (see Figure 2). This form is reviewed for the following information only and is not used to assign Federal wages: evidence of federal service, name of federal employing agency, reason for and date of separation and location of duty station.

UCFE Employer Lookup - E4 Transaction

Search: Department of Commer 1

FIC Code	Dest	Name	Address	City	State
001	0001	UNITED STATES SENATE	HART SENATE OFFICE BUILDING	WASHINGTON	DC
002	0001	U.S. HOUSE OF REPRESENTATIVES	B-215 LONGWORTH HOUSE OFFICE BUILDING	WASHINGTON	DC
003	0001	COMMISSION SECURITY & COOPERATION IN EUROPE	C/O US GOVERNMENT ACCOUNTABILITY OFFICE	WASHINGTON	DC
006	0001	U.S. CAPITOL POLICE	OFFICE OF FINANCE, ROOM 263	WASHINGTON	DC
010	0001	ARCHITECT OF THE CAPITOL	FORD HOUSE OFFICE BUILDING	WASHINGTON	DC
015	0001	U.S. BOTANICAL GARDENS	FORD HOUSE OFFICE BUILDING	WASHINGTON	DC
020	0001	GOVERNMENT ACCOUNTABILITY OFFICE	441 G STREET, N.W., ROOM 1157D	WASHINGTON	DC
025	0001	U.S. GOVERNMENT PRINTING OFFICE	732 N CAPITOL STREET NW	WASHINGTON	DC
030	0001	LIBRARY OF CONGRESS	EMPLOYMENT OFFICE	WASHINGTON	DC
032	0001	OFFICE OF COMPLIANCE	110 SECOND STREET, SE, ROOM LA 200	WASHINGTON	DC
035	0001	UNITED STATES TAX COURT	PO BOX 66945	ST LOUIS	MO
040	0001	CONGRESSIONAL BUDGET OFFICE	OFFICE OF PERSONNEL	WASHINGTON	DC
111	0001	THE SUPREME COURT OF THE UNITED STATES	1 FIRST STREET, N.E., ROOM G-6	WASHINGTON	DC
112	0001	ADMINISTRATIVE OFFICE OF US COURTS	1 COLUMBUS CIRCLE, N.E., SUITE 5-433	WASHINGTON	DC
112	0002	ADMINISTRATIVE OFFICE OF US COURTS	1 COLUMBUS CIRCLE, N.E., SUITE 6-195	WASHINGTON	DC
112	0003	ADMINISTRATIVE OFFICE OF US COURTS	1 COLUMBUS CIRCLE, N.E., SUITE 6-195	WASHINGTON	DC
112	0005	ADMINISTRATIVE OFFICE OF US COURTS	1 COLUMBUS CIRCLE, N.E., SUITE 2-500	WASHINGTON	DC
112	0006	ADMINISTRATIVE OFFICE OF US COURTS	NORTHERN DISTRICT OF GEORGIA	ATLANTA	GA
112	0007	ADMINISTRATIVE OFFICE OF US COURTS	1823 STOUT ST.	DENVER	CO
112	0008	ADMINISTRATIVE OFFICE OF US COURTS	901 19TH ST.	DENVER	CO

1 2 3 4 5 6 7 8 9 10 ...

Procedure

The UCFE Employer Lookup – E4 Transaction page operates in a similar fashion to the regular State Employer Lookup page. The page is available as a standalone page under employer lookup and it is available from the Initial Claim Employer – BC Transaction page.

The initial presentation is a scrollable list of employers arrayed by FIC code.

1. Enter the name of a federal employer (e.g. 'Department of Commerce') in the search field and press the search button to display the list of agencies beginning with the best alphabetic match to the employer entered.

OR

Enter the FIC code in the search field and press the search button to display the list of agencies that match the FIC code entered.

Step 8C-1 Continued

UCFE Employer Lookup – E4 Transaction page

UCFE Employer Lookup - E4 Transaction

Search: Department of Commer

FIC Code	Dest	Name	Address	City	State
450	0001	DEPARTMENT OF COMMERCE	UC EXPRESS	ST. LOUIS	MO
450	0002	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0003	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0004	DEPARTMENT OF COMMERCE	UC EXPRESS	ST. LOUIS	MO
450	0005	DEPARTMENT OF COMMERCE	UC EXPRESS	ST. LOUIS	MO
450	0006	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0007	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0008	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0009	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0010	DEPARTMENT OF COMMERCE	UC EXPRESS	ST. LOUIS	MO
450	0011	DEPARTMENT OF COMMERCE	UC EXPRESS	ST. LOUIS	MO
450	0012	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0013	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0014	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0015	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0016	DEPARTMENT OF COMMERCE	THE FRICK COMPANY	ST. LOUIS	MO
450	0017	DEPARTMENT OF COMMERCE	UC EXPRESS	ST. LOUIS	MO

1

2. Select the appropriate Federal Employer.

Selection of the employer name will automatically proceed to the **UCFE Employer Characteristics Page– B9 Transaction** page with employer data filled in. Selection of the *Return* button will return the user to the Initial Claim Employers - BC Transaction page.

NOTE: Many Federal agencies have several operating units or departments. For example, the Department of Commerce has nearly 15 operating units including the Bureau of Industry and Security (BIS), Economics and Statistics Administration (ESA), etc. These operating units may also have several operating units. For example, Economics and Statistics Administration (ESA) has units operating under them including the Bureau of Economic Analysis (BEA) and Bureau of the Census.

Step 8C-2 Continued

UCFE Employer Characteristics Page– B9 Transaction Page

Enter the claimant employment information

UCFE Employer Characteristics - B9 Transaction

SSN : 123456789
 Name : TESTY TESTER
 FECA Code : 4500002
 Agency Name : DEPARTMENT OF COMMERCE
 Unit : BUREAU OF ECONOMIC ANALYSIS
 Street Address-1 : THE FRICK COMPANY
 Street Address-2 : P.O. BOX 66945
 Street Address-3 :
 City : ST. LOUIS State : MO Zip Code : 63166-6945
 Phone : 8003666602690
 Position Title : Place of Employment :
 State : Select a State
 Country : USA
 Dates of Employment - Start Date : End Date :
 Reason for Separation : Select a Reason for Separation
 FECA Address based on Form SF8 ? : Yes No Full Time ? : Yes No
 ES935 ? : Yes No

Next Cancel

Procedure

- Navigation to this page is from the BC – Initial Claim Employer page through the UCFE Employer Lookup page.
- The **UCFE Employer Characteristics– B9 Transaction** page operates in a similar fashion to the Initial Claim Last 30 Day Employer Information - B2 Transaction page. Enter the employment start and end dates as well as the reason for separation.
- Enter data into the required fields. See *Table 4* for field requirements and definitions.
- Selection of the Next button will either proceed to the **Claimant Affidavit of Federal Civilian Service - BF Transaction** page if the ES-935 option is “Yes” or return to the Initial Claim Employers - BC Transaction page with the UCFE employer name displayed.
- Selecting the *Cancel* button will return the user to the Initial Claim Employers – BC Transaction page with no data carried for display.

Table 4: UCFE Employer Characteristics – B9 Transaction - Field Names and Definitions

Field	Required	Definition, Conditions and Comments
SSN	System	The claimant's social security number.
NAME	System	The claimant's full name.
FECA CODE	System	The Federal Employees' Compensation Act (FECA) is the workers' compensation program for federal employees. The Department of Labor administered a numbering system that uniquely identifies federal agencies.
AGENCY NAME	System	The agency's name.
UNIT	System	Enter the unit in which the claimant worked.
AGENCY STREET ADDRESS, CITY, STATE, ZIP CODE	System	The agency's street address, city, state and zip code.
POSITION TITLE	Y	Enter the title of the position held by the claimant.
PLACE OF EMPLOYMENT	Y	Enter the employer's city.
STATE	Y	Select the employer's state.
COUNTY	Y	Select the employer's country.
START DATE	Y	Select the start date of employment from the drop down calendar.
END DATE	Y	Select the end date of employment from the drop down calendar. NOTE: The error message -"Last employer requires 30 days employment"- will be displayed when the Next button is depressed if the start and end dates are not at least 40 calendar days apart.
REASON FOR SEPARATION	Y	Select the code that corresponds to the claimant's indicated reason for separation from the drop down list. These codes correspond to the codes on the B2.
FULL TIME?	Y	Select either 'Yes' or 'No' to indicate whether or not the claimant worked full time.
ES-935?	Y	If the Call Center Representative desires to generate an ES-935, Claimant Affidavit of Federal Civilian Service, enter "Y" and depress the enter key to proceed to the BF page. Otherwise enter an "N" to return to the BC page. When the user is returned to the BC, if a B2 has already been processed and the last day of work of the B2 is greater than the last day of work on the B9, the B2 employer will continue to be presented as last. If the last day of work on the B9 is greater than the B2 last day of work, the message 'The B2 employer is no longer the last employer - please delete the B2 employer or modify the last day of work'. BC processing may not complete until the situation is corrected.

Figure 1: Sample Federal Form: Notice to Federal Employee about Unemployment Compensation (SF-8)

TAKE THIS FORM WITH YOU IF YOU GO TO FILE A CLAIM
UNEMPLOYMENT COMPENSATION FOR FEDERAL EMPLOYEES (UCFE) PROGRAM
NOTICE TO FEDERAL EMPLOYEE ABOUT UNEMPLOYMENT INSURANCE

This form has been given to you because (1) you have been separated from your job, or (2) you were placed in a nonpay status, or (3) your records have been transferred to a different payroll office.

Unemployment Insurance (UI) for Federal workers. When unemployed, Federal workers may be entitled to UI benefits similar to those of workers in private industry. If you become unemployed or are in a nonpay status and want to FILE A CLAIM, go to the nearest LOCAL PUBLIC EMPLOYMENT SERVICE OFFICE of the STATE EMPLOYMENT SECURITY AGENCY to register for work and file your claim for UI. Your ELIGIBILITY for UI CANNOT be determined until AFTER you file a claim. DO NOT DELAY filing a UI claim; if you wait, your unemployment benefits may be reduced or you may not qualify for any benefits.

To help EXPEDITE your claim, take THIS FORM with you, your SOCIAL SECURITY ACCOUNT NUMBER CARD, the OFFICIAL NOTICE of your most recent employment by a Federal agency, SEPARATION or of your present NONPAY status (Standard Form 50 if available), EARNINGS and LEAVE statements, or similar documents that indicate you were employed by a Federal agency.

FEDERAL AGENCY will insert in the box:

1st line - Parent Federal Agency Name and 3 digit code number
 2nd line - Major Component (if any)
 3rd and 4th line - complete address to which all forms pertaining to a claim should be sent (ES-931, 931A, 934, 936, and notices of appeal, hearings, and determinations)

	3 Digit Identification FEDERAL AGENCY CODE NO.
	To be completed by the Federal Agency: Contact Name/Office _____ Telephone No. (include area code) _____

KEEP THIS FORM and TAKE IT WITH YOU if you file a UCFE/UI claim for unemployed Federal workers provided by Federal law (U.S. CODE, Title 5, Chapter 85). For more information about UCFE/UI, read the REVERSE SIDE of this form.

NSN 7540-00-854-3964

STANDARD FORM 8 (REV. 6-87)
 Prescribed by Dept. of Labor
 20 CFR 609

Figure 2: Sample Federal Form: Notification of Personnel Action Standard Form 50 (SF-50)

Standard Form 50
Rev. 7/91
U.S. Office of Personnel Management
FPM Supp. 286-33, Subch. 4

NOTIFICATION OF PERSONNEL ACTION

1. Name (Last, First, Middle)				2. Social Security Number		3. Date of Birth		4. Effective Date				
FIRST ACTION					SECOND ACTION							
5-A. Code		5-B. Nature of Action			6-A. Code		6-B. Nature of Action					
5-C. Code		5-D. Legal Authority			6-C. Code		6-D. Legal Authority					
5-E. Code		5-F. Legal Authority			6-E. Code		6-F. Legal Authority					
7. FROM: Position Title and Number					15. TO: Position Title and Number							
9. Pay Plan		9. Occ. Code	10. Grade or Level	11. Step or Rate	12. Total Salary	13. Pay Basis	16. Pay Plan	17. Occ. Code	18. Grade or Level	19. Step or Rate	20. Total Salary/Award	21. Pay Basis
12A. Basic Pay		12B. Locality Adj.	12C. Adj. Basic Pay	12D. Other Pay	20A. Basic Pay		20B. Locality Adj.	20C. Adj. Basic Pay	20D. Other Pay			
14. Name and Location of Position's Organization					22. Name and Location of Position's Organization							
Name of Federal employing agency												
EMPLOYEE DATA					24. Tenure			25. Agency Use		26. Veterans Pref for		
23. Veterans Preference	1 - None	3 - 10 Point/Disability	5 - 10 Point/Other	2 - 5 Point	4 - 10 Point/Compensable	6 - 10 Point/Compensable/30%	0 - None	2 - Conditional	1 - Permanent	3 - Indefinite	YES	NO
27. FEGLI					28. Annuitant Indicator			29. Pay Rate Determination				
30. Retirement Plan			31. Service Comp. Date (Leave)		32. Work Schedule			33. Part-time Hours: Biweekly Pay Period				
POSITION DATA					35. FLSA Category			36. Appropriation Code		37. Bargaining Unit 5		
34. Position Occupied	1 - Competitive Service	3 - SES General	2 - Excepted Service	4 - SES Career	E - Exempt	N - Nonexempt						
38. Duty Station Code					39. Duty Station (City - County - State or Overseas Location)							
40. AGENCY DATA		41.	42.	43.	44.							
45. Remarks												
Reason for and date of separation										Location of Duty Station		
Evidence of Federal Service												
46. Employing Department or Agency						50. Signature/Authentication and Title of Approving Official						
47. Agency Code		48. Personnel Office ID		49. Approval Date								

TURN OVER FOR IMPORTANT INFORMATION 1 - Employee Copy - Keep for Future Reference Editions Prior to 7/91 Are Not Usable 6/31 NSN 7540-01-333-6

Step 8C-3 Continued

Claimant Affidavit of Federal Civilian Service- BF Transaction page

Enter the federal employee affidavit wages, following the script to verify employer information and location of work for Federal Government. This process is handled by the Federal Program Coordinator.

Claimant Affidavit of Federal Civilian Service - BF Transaction

SSN : 000121000
 Name : DEREK TAMES
 FECA Code : 000450

Year Qtr	Gross Wages
4/2009	<input type="text"/>
1/2010	<input type="text"/>
2/2010	<input type="text"/>
3/2010	<input type="text"/>
4/2010	<input type="text"/>
1/2011	<input type="text"/>

Documentary Evidence :

Are/Will Receive Payment Representing Severance Pay ? Yes No

Weekly Amount : No. of Weeks :

Total Entitlement :

Period From : To :

Dates of Payment :

Are/Will Receive Payment Representing Pension or Annuity ? Yes No

Monthly Amount :

ON POINT TECHNOLOGY, INC.
 Done Internet 100%

Procedure

The **Claimant Affidavit of Federal Civilian Service- BF Transaction** page is used to enter affidavit wages. It is accessed only through the B9 transaction page. The claimant's SSN and the FECA code are carried over from the B9 page. The quarter(s) that correspond to the period of employment entered on the B9 transaction will be displayed. The Call Center Representative will enter the appropriate wages for each displayed quarter. Note: the system will not allow entry of wages in quarters that are not displayed.

The entry of this screen will generate base period wages for the wage file update that night. The wages, however, will be pending in DOCS until a Federal Claims Control Center (FCCC) response is received, and then released. The FCCC was established by the Department of Labor to be the official source of military wage and separation information for states to determine entitlement of unemployment compensation for Federal employees and Ex-Military members.

Table 5: Affidavit of Federal Civilian Service - BF Transaction – Field Names and Definitions

Field	Required	Definition, Conditions and Comments
SOCIAL SECURITY NUMBER	System	Claimant's Social Security Number
CLAIMANT NAME	System	Claimant's full name
FECA CODE	System	The FECA code of the Federal agency as entered on the B9 Screen.
YEAR/QTR	System	The system will display only those quarters which correspond to the period of employment specified on the B9 transaction.
GROSS WAGES	Y	Enter the amount of gross quarterly wages in whole dollars.
DOCUMENTARY EVIDENCE	Y	Enter the type of documentary evidence provided by the claimant as proof of federal service and wages examples are SF-50, W-2, pay statement).
ARE/WILL RECEIVE PAYMENT REPRESENTING SEVERANCE PAY	Y	Select "Yes" or "No"
WKLY AMOUNT	Y (IF Severance Pay=Y)	Enter the weekly severance amount, in whole dollars. Severance amount entered is for information purposes only.
NO. WKS	Y (IF Severance Pay=Y)	Enter the number of weeks for which severance will be paid
TOTAL ENTITLEMENT	Y (IF Severance Pay=Y)	Enter the total severance amount in whole dollars.
PERIOD FROM : TO:	Y (IF Severance Pay=Y)	Select the beginning and ending dates of severance entitlement from the calendar.
DATES OF PAYMENT	Y (IF "Severance Pay"=Y)	Select up to four dates of payment for which severance entitlement has been received.
ARE/WILL RECEIVE PAYMENT REPRESENTING PENSION OR ANNUITY?	Y	Select "Yes" or "No"
MONTHLY AMOUNT	Y (IF "Payment Representing Pension or Annuity" =Y)	Enter the gross monthly pension amount, in whole dollars. If a pension or annuity amount is not entered when the pension or annuity indicator is "Y," the system will automatically establish Issue 63, "Failure to supply pension/annuity amount."

Step 8D

UCX Wage Calculation - B6 Transaction

SSN : [REDACTED]

Name : [REDACTED]

Branch of Service : [Dropdown] Character of Service : [Dropdown]

Full Term? : Yes No Valid Separation : Medal of Honor Recipient [Dropdown]

Pay Grade : [Dropdown] Active Duty Date : [Text]

Discharge Date : [Text] Accrued Leave : [Text]

Other Claim Filed? : Yes No Date Filed : [Text]

Place : Alabama [Dropdown] Retiree? : Yes No

Vocational Rehab? : Yes No Alternate SSN : [Text]

DD214 Copy Number : [Dropdown]

Time Lost

From	To	From	To	From	To
[Text]	[Text]	[Text]	[Text]	[Text]	[Text]
[Text]	[Text]	[Text]	[Text]	[Text]	[Text]
[Text]	[Text]	[Text]	[Text]	[Text]	[Text]
[Text]	[Text]	[Text]	[Text]	[Text]	[Text]

ON POINT TECHNOLOGY, INC. [Next] [Cancel]

Procedure

1. If the claimant has been employed by the military, the Call Center Representative should select the “UCX Employers” button to enter the claimant’s military information in the UCX Employer Lookup page.
2. Claimants should also have a copy of their DD-214. Form DD-214, Certificate of Release or Discharge from Active Duty, is issued to each person discharged or released from a period of active military service. The DD-214 is required when the UCX claimant files an initial claim in the state of residence and is used to determine eligibility.

The Call Center Representative must enter a claimant’s DD-214 information into the B1 Transaction screen for Intrastate Claims and the B8 Transaction screen for Interstate Claims as applicable.

3. The **UCX Wage Calculations Page– B6 Transaction** page is used to calculate UCX entitlement. The Call Center Representative enters data on this page, based on Copy 4 of form DD-214 and the claimant’s

responses to certain questions. This transaction will automatically determine, based on the character of service and the reason for separation from the military, whether the claimant has credible federal service. If the service is credible, this transaction will further determine, based on the pay grade, accrued leave, and days lost, the claimant's UCX wages.

Table 5 below contains field requirements and definitions.

Table 5: UCX Wage Calculations – B6 Transaction – Field Names and Definitions

Field	Required	Definition, Conditions and Comments
SOCIAL SECURITY NUMBER	System	SOCIAL SECURITY NUMBER System-supplied.
NAME	System	CLAIMANT NAME: - Claimant's name. System-supplied.
BRANCH OF SERVICE	Y	Claimant's Branch of Service, as indicated on Form DD-214. Options include: USMC MARINE CORP USMCR MARINE RESERVE USAF AIR FORCE ANGUS AIR FORCE NATIONAL GUARD USAFR AIR FORCE RESERVE USN NAVY USNR NAVAL RESERVE USA ARMY USANG ARMY NATIONAL GUARD USAR ARMY RESERVE USCG COAST GUARD USCGR COAST GUARD RESERVE NOAA NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
CHAR OF SRVC	Y	Claimant's Character of Service, as indicated on Form DD-214. Options include: H - HONORABLE E - ENTRY LEVEL POSITION (HONORABLE) U - UNCHARACTERIZED (HONORABLE) G - GENERAL (UNDER HONORABLE CONDITIONS) D - DISHONORABLE O - UNDER OTHER THAN HONORABLE CONDITIONS B - BAD CONDUCT
FULL TERM	Y	
VALID SEPARATION	Y	Select the acceptable narrative reason for separation from the drop down list. Available options include: Completion of Required Active Service Medal of Honor Recipient Insufficient Retainability (Economic Reasons) Reduction in Force To Attend School Holiday Early Release Program Defective Enlistment Agreement Erroneous Entry (Other) Intradepartmental Transfer Miscellaneous/General Reasons Pregnancy or Childbirth Parenthood or Custody of Minor Children

Field	Required	Definition, Conditions and Comments
		Conditions, not Disability Disability, Severance Pay Disability, Permanent Disability, Temporary Disability, Existed Prior to Service, PEB Disability, Existed Prior to Service, Med BD Disability, Aggravated Disability, Other Surviving Member Hardship Personality Disorder Conscientious Objector Weight Control Failure Ecclesiastical Endorsement Secretarial Authority Physical Standards Erroneous Entry, Alcohol Abuse Erroneous Entry, Drug Abuse Non-selection, Permanent Promotion Non-selection, Temporary Promotion Failure to Complete a Commission or Warrant Program Failure to Complete a Course of Instruction Unsatisfactory Performance Substandard Performance Personal Alcohol Abuse Alcohol Rehabilitation Failure Drug Rehabilitation Failure Military Personnel Security Program Homosexual Admission Homosexual Act Non-retention on Active Duty None of the above
PAY GRADE	Y	Claimant's Pay Grade, as indicated on Form DD-214. Options include: O1-O10, O1E-O3E, W1-W5, E1-E8
ACTIVE DUTY DATE	Y	Claimant active duty start date, in MMDDYYYY format.
DISCHARGE DATE	Y	Claimant discharge date, in MMDDYYYY format. Note: if period of employment is not at least 30 calendar days
ACCRUED LEAVE	Y	The total amount of accrued leave in whole days, as indicated on Form DD-214. If no accrued leave is shown on the form, enter zero.
OTHER CLAIM FILED?	Y	Enter Y or N to indicate whether or not the claimant has filed a UCX claim in another State or the District of Columbia. NOTE: IF "Y" IS ENTERED, UCX WAGES WILL NOT BE GENERATED.
ALTERNATE SSN	N	An alternate Social Security Number used by the claimant.
DD-214 COPY NUMBER	Y	Enter the copy number of the DD Form 214 presented by the claimant. Available options include: 0 = No DD 214 or Illegible Copy Presented 1 = DD 214 COPY NO. 1 2 = DD 214 COPY NO. 2 3 = DD 214 COPY NO. 3 4 = DD 214 COPY NO. 4 6 = DD 214 COPY NO. 5 7 = DD 214 COPY NO. 7 8 = DD 241 COPY NO. 8 NOTE: If "No DD 214 or Illegible Copy Presented" or "DD 214 COPY NO. 1" is entered, UCX wages will not be added to the wage file and DD Form 214 is automatically requested from the Louisiana Claims Control Center.

Field	Required	Definition, Conditions and Comments
TIME LOST		Select the calendar dates of time lost, as indicated on Form DD-214. Up to ten separate time periods may be entered as beginning and ending periods of lost time. Dates must be entered from left to right and top to bottom; the dates cannot overlap; the first date entered cannot be later than the second date entered; and the 'From' date cannot be later than the 'To' date. Time lost in any quarter may not exceed 90 days.

Step 8E

Combined Wage Claim (CWC)

Initiate the claim data entry in the Initial INTRASTATE Claim Information page– B1 Transaction

3/6/2011

Initial Intrastate Claim Information - B1 Transaction

Social Security Number: [REDACTED] Effective Date: 3/6/2011

Claimant: First Name: [REDACTED] MI: [REDACTED] Last Name: [REDACTED]

Street: [REDACTED] City: Washington

State: DC Zip Code: [REDACTED]

Ward: [REDACTED] Ward Look Up: [Search] Fips Code: 11 001

Telephone: [REDACTED] Cell: [REDACTED]

Email: [REDACTED] Password: [REDACTED]

Birth Date: Month [REDACTED] Day [REDACTED] (Month Day, Year) Sex: Male Female

Citizen: Yes No Permit #: A [REDACTED]

Ethnicity: Select [REDACTED] Hispanic? Yes No

Education: Select [REDACTED] Other U-I Comp? Yes No

Are/Will receive payment representing - Severance pay? Yes No Amount: [REDACTED]

Pension? Yes No Appropriate Pension Amt: OASI [REDACTED]

Military: [REDACTED] Other: [REDACTED] Civil Services: [REDACTED]

Child Support? Yes No Child Support State: Please select [REDACTED]

DC Tax? Yes No IRS Tax? Yes No

Union Recall: Select [REDACTED] Recall Date: [REDACTED]

Veteran? Yes No Discharge Status: Select [REDACTED]

Service Start: [REDACTED] Discharge Date: [REDACTED]

Do you need information about and an application for Dependents Allowance? Yes No

[Next] [Cancel]

Procedure

1. CWC Employer Characteristics – BC Transaction page.

If the claimant had out-of-state employment in the base period and a combined wage claim is needed, the Call Center Representative should select the “New CWC Employer” button.

2. Select Claimant’s last 30-day Employer

The screenshot displays the 'Initial Claim Employers - BC Transaction' page. At the top, it shows the date '3/11/2011 3:12:53 PM', a redacted Social Security Number, and a redacted Claimant Name. Below this is a table of employers:

Account	Employer Name	Address	City	State	Type	Source	Last Employer
141110	WASHINGTON FIRST BANK	1500 K ST NW	WASHINGTON	DC	UI	Wage File	
188437	VIVIAN KALAVRITINGIS	3121 CLEVELAND AVE NW	WASHINGTON	DC	UI	Wage File	
188433	NICOLETTA BATIN	3515 FULTON ST NW	WASHINGTON	DC	UI	Wage File	

Below the table, there is a section for 'Alternate Base Period?' with radio buttons for 'Yes' and 'No'. Underneath are several buttons: 'New CWC Employer' (pointed to by arrow 6), 'Employer Lookup', 'Out of State Employer' (pointed to by arrow 3), and 'Wage Review'. Below these are 'UCFE Employers' (pointed to by arrow 5) and 'SICK Employers' (pointed to by arrow 4). At the bottom are 'Delete', 'Reset', and 'Cancel' buttons. Arrow 1a points to the table header, arrow 1b points to the 'Delete' button, and arrow 2 points to the 'Employer Lookup' button.

Step 8F

Combined Wage Claim (CWC)

Calculate Base Period Earnings and Request Wages from Other States

Procedure

1. Calculate the claimant’s estimated quarterly base period wages:

- Look up the claimant from the SSN field in the SIDI screen and choose each state where the claimant has wages.
- Add all of the wages that were earned in the SAME quarter together.
- Determine the highest quarter in the base period.
- Find the amount of the high quarter on the WBA High Quarter Calculations chart in column 1.
- Then look at the corresponding weekly benefit amount in column 2.

2. Call Center Representatives must request transfer of all work/wages falling within DC's base period.

Once the person elects a CWC, do not omit any wages within the base period.

- a. Key an IB4 wage/work transfer request(s) to all of the state(s) where the person worked during DC's base period. Do not add any comments to the IB4 unless absolutely necessary. IB4 comments would have to be reviewed manually and delay the wage transfer process in both the transferring state as well as DC.
- b. Transferring states' telecommunicated responses to requests for wages are posted to the computer IB4 record. This process requires an overnight batch job. The nature of the other state's response determines the action.
- c. If the transferred wages are "clean" (no comments on the IB4 from either DC or the transferring state, no benefit year with remaining balance, no potential claim in the other state), one of the following actions will occur:
 - i. If the wages will make a valid claim: the system will automatically add the wages to make the DC claim valid or increase the WBA, MBA or both. This process requires an overnight batch job. This generates a re-determined monetary determination to the claimant.
 - ii. If the wages transferred will not result in a valid CWC claim, then the system will send a monetary ineligible determination letter to the claimant. The letter explains why the person does not qualify (e.g., not 1½ times high quarter wages, all wages used on a prior claim, etc.). The Call Center Representative will return any transferred wages to the transferring state(s).
- d. If the other state did not transfer wages because the person has an existing benefit year with an available benefit balance:
 - i. The Call Center Representative will add a note in the *Claimant Notation*, indicating the person has a valid claim in the other state. The claimant must be contacted and advised that he or she needs to reopen the claim in the other state.
 - ii. The Call Center Representative will also contact the CWC Coordinator in the state where the claimant has the valid claim and will facilitate the reopening of the claim (i.e., transfer any weeks claimed, advise the CWC Coordinator of any potential backdate, etc.).
- e. If the DC claim was already valid without combining wages, and it is already a maximum WBA and MBA, then the system will return the wages.
- f. If the transferring state's response contains:
 - i. Comments – the response is automatically placed on a suspended list. The CWC Coordinator must review this list on a daily basis. Comments may include:
 - The name on our claim does not match the name on the other state's wage file,
 - School or professional sports wages were transferred, or
 - Information about an existing claim.
 - ii. Information stating that the claimant may qualify separately in the transferring state – Call Center Representatives should compare the CWC with the possible interstate claim.

- If the CWC weekly and monthly benefit amount is greater, then the other state's wages are added to the claim.
- If the interstate claim would pay more than a CWC, the Call Center Representative will contact the claimant and explain their filing options:
 - a. If the claimant chooses a lesser CWC (and the estimated WBA/MBA were close to the actual WBA/MBA), the transferred wages are added to the DC claim.
 - b. If the claimant chooses the interstate claim against the other state, then the CWC claim is cancelled.
- iii. Information stating that the claimant has an existing benefit year but the balance is unavailable. The Call Center Representative will contact the other state's CWC Coordinator to determine whether or not the claimant should be directed back to the other state to reopen the claim or whether the CWC claim should be taken.

3. If a state fails to respond to the transfer request within 14 days

The Call Center Representative will contact the CWC Coordinator in the other state to see if the request was received. If not received, a second request is sent.

4. When the data entry of a wage transfer request is completed

The IB4 wage transfer requests are sent to an electronic file and transmitted to other states once a day via the Interstate Connection Network (ICON). ICON is the electronic telecommunication network connecting all 50 states, the District of Columbia, Puerto Rico and the Virgin Islands to facilitate the transmission of UI Interstate data. Depending on how often a transferring state receives/sends data over ICON, "routine" transferred wages may be received within one or two business days. All states respond to transfer requests by sending all unused wages that fall within DC's base period.

Step 9A

Discharged for Misconduct page

Complete the Discharged for Misconduct questionnaire that corresponds to the reason for separation.

Discharged for Misconduct

Name of the person who discharged:	<input type="text"/>
Title of the person who discharged:	<input type="text"/>
The reason of discharge:	<input type="text"/> (You may enter up to 68 characters) 68 Character left
Was the discharge due to violation of a rule:	<input type="radio"/> Yes <input type="radio"/> No
The event or incident that resulted in discharge:	<input type="text"/> (You may enter up to 68 characters) 68 Character left
Rule violated:	<input type="text"/> (You may enter up to 68 characters) 68 Character left
Aware of the rule?	<input type="radio"/> Yes <input type="radio"/> No
How was the claimant made aware of the rule:	<input type="text"/> (You may enter up to 68 characters) 68 Character left
Was the rule consistently enforced:	<input type="radio"/> Yes <input type="radio"/> No
Any warnings given about violating this rule:	<input type="radio"/> Yes <input type="radio"/> No
<input type="button" value="Next"/> <input type="button" value="Cancel"/>	

ON POINT TECHNOLOGY, INC.

Procedure

Determine the reason the claimant was discharged. See **Table 6** for field names and definitions.

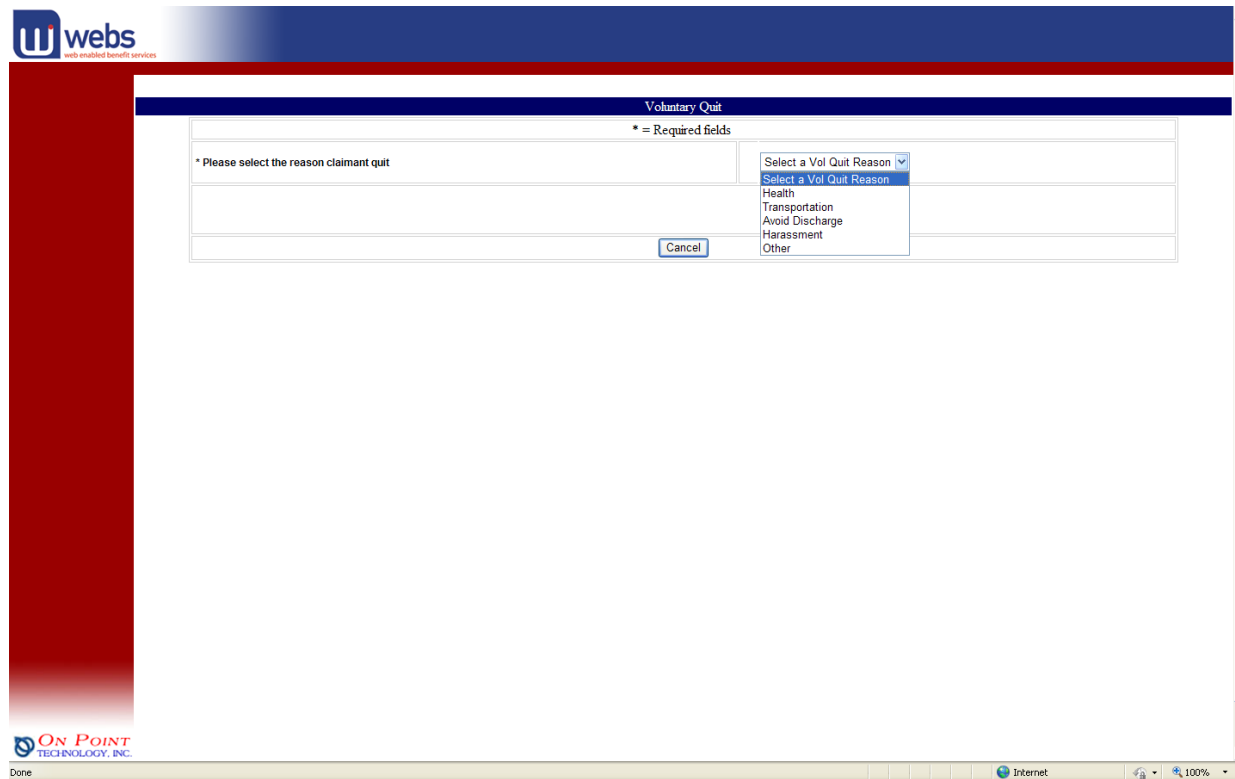
Table 6: Discharged for Misconduct – Field Names and Definitions

Field	Required	Definition, Conditions and Comments
Name of the Person who Discharged	Y	
Title of the Person Who Discharged	Y	
The reason of discharge	Y	Call Center Representative should use Initial/Additional Claim Case Notes - T2 Transaction page to further explain the case
Was the discharge due to violation of a rule	Y	Select "Yes" or "No"
The event or incident that resulted in discharge	Y (if "Was the discharge due to violation of a rule:" = "No")	You may enter up to 68 characters. This generally is not enough space to adequately describe the circumstances of the event. Call Center Representative should use Initial/Additional Claim Case Notes - T2 Transaction page to further explain the case
Rule violated	Y (if "Was the discharge due to violation of a rule:" = "Yes")	Call Center Representative should use Initial/Additional Claim Case Notes - T2 Transaction page to further explain the case
Aware of the rule?	Y (if "Was the discharge due to violation of a rule:" = "Yes")	Select "Yes" or "No"
How was the claimant made aware of the rule	Y (if "Was the discharge due to violation of a rule:" = "Yes")	Select "Yes" or "No"
Was the rule consistently enforced	Y (if "Was the discharge due to violation of a rule:" = "Yes")	Select "Yes" or "No"
Any warnings given about violating this rule	Y (if "Was the discharge due to violation of a rule:" = "Yes")	Select "Yes" or "No"

Step 9B

Voluntary Quit page

Complete the Voluntary Quit questionnaire that corresponds to the reason for separation.



Procedure

Determine the reason the claimant quit.

Table 7: Voluntary Quit – Field Names and Definitions

Field	Required	Definition, Conditions and Comments
Please select the reason the claimant quit	Y	Options include: Health Transportation Avoid Discharge Harassment Other

Additional Information

When the last employer information is entered, if a separation issue exists, the system automatically places an issue on the claim when the reason for separation is entered as below. This prevents payment until an adjudicator investigates and resolves the issue.

Voluntary Quit (20)

Labor Dispute (30)

Discharged for Misconduct (92)

Other separation issues that will require special attention include:

- 1) separation from employment due to domestic violence;
- 2) separation from employment due to relocation of spouse or domestic partner;
- 3) and separation from employment to care for an ill or disabled family member

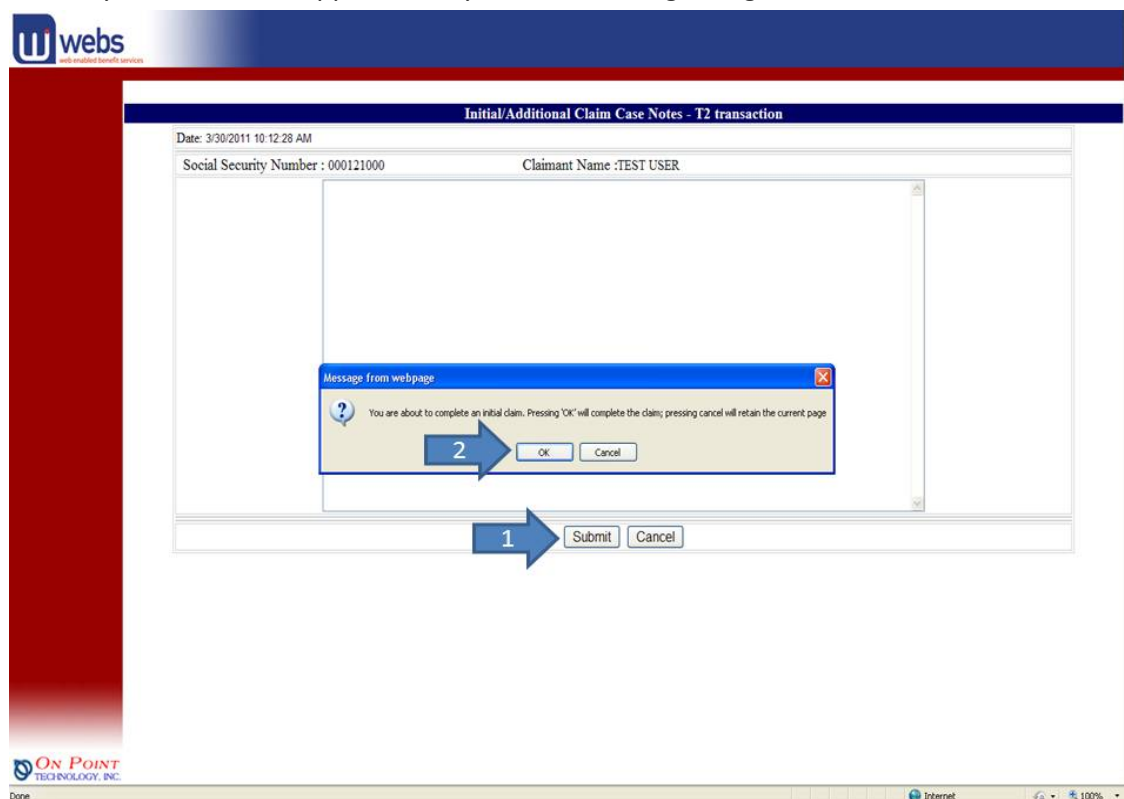
Self-Employment

Special attention is also required if the claimant was self-employed. If the claimant indicates they were separated from self-employment, gather information from the claimant using the self-employment questionnaire as a guide. Additionally, if the claimant's last name or address matches the separating employer, then further investigation must take place to determine if self-employment exists. Forward these claims to the Tax Division and Adjudications Unit for additional review.

Step 9C

Initial/Additional Claim Case Notes - T2 Transaction

Enter any additional or supplementary information regarding the case



Procedure

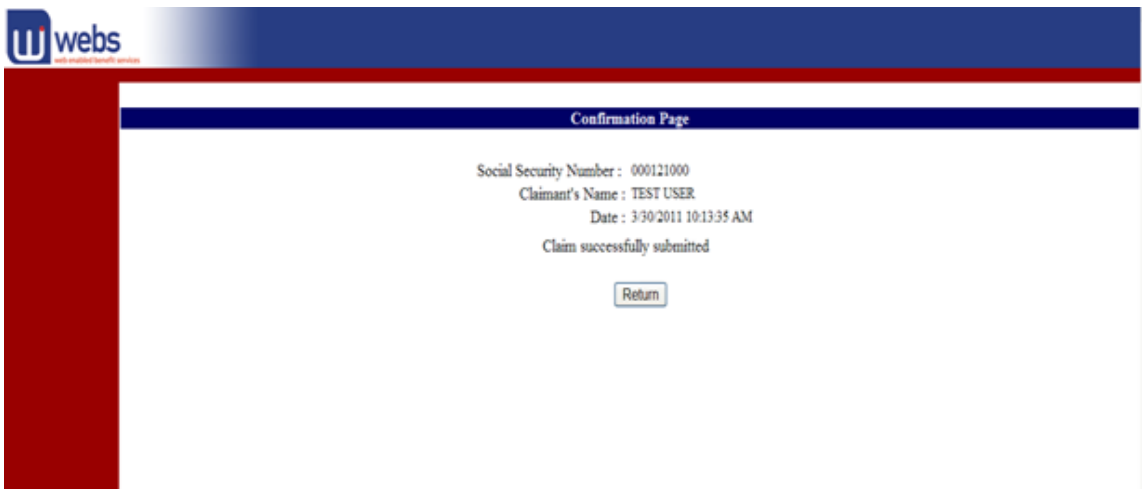
The **Initial/Additional Claim Case Notes - T2 Transaction** page issued at the conclusion of the structured fact finding process for both new and additional claims. The purpose of this page is to allow the Call Center Representative to enter more complete information than can be obtained during the fact-finding process.

1. After entering case notes, click “Submit” to submit the claim. A pop up will display indicating that the Call Center Representative is about to complete an initial claim. At the conclusion of the fact finding– a pop up will display indicating that the claims-taker is about to complete an initial claim.
2. Pressing ‘OK’ will complete the claim; pressing *Cancel* will retain the current page.

Step 10

Confirmation Page

This page will display that your submission was successfully completed.



Procedure

1. Submission complete.
2. Call Center Representative closes the call by providing the following information:

“Within the next 30 days you will receive from us:

 - Password information
 - Weekly claims form
 - Monetary determination indicating weekly eligibility and total possible monetary eligibility
 - A copy of a *Claimants Rights and Responsibilities* handbook

Is there anything else with which I can assist you?
 Thank you for calling the Department of Employment Services. Have a nice day.”
3. Upon entry and completion of the initial claim, the following notices are generated.
 - a. Monetary Determination – Claimant Copy (UC400F)

- b. Employer Notice of Claim Filed (UC407A)
- c. Monetary Determination – Employer Copy (UC400E)

In order for a claimant to receive the balance of the benefits in their unemployment insurance account, three (3) things must be done:

- 1) Claimant must certify each week that he/she is unemployed.
- 2) Claimant must look for work and document job search efforts.
 - a. Claimant is required to document their work search activity of at least two (2) jobs each week when he/she certifies for benefits.
 - b. Job search contacts may be verified. If DOES is unable to verify the job search contacts or if the claimant fails to make the required job search efforts, the claimant will be held overpaid for the benefits he/she received that week.
- 3) Claimant **must** also report any earnings from any work performed in any week that he/she certifies for benefits.

Reopen/Additional Claims Intake Process with Screenshots

Step 1	Procedure
Log in to WEBS	See WEBS User Manual for log-in and navigation procedures

The screenshot displays the website for the Department of Employment Services (does). The navigation bar includes links for District of Columbia, MAYOR, DC GUIDE, RESIDENTS, BUSINESS, VISITORS, GOVERNMENT, and FOR KIDS. The main header reads "Department of Employment Services" and "Unemployment Insurance Service Center". The does logo is in the top right corner.

AGENCY SERVICES:

- Adjudication - Nonmonetary System
- Remote Initial Claims including IVR IC
- Claimant Information
- CSR Information
- Stats at a Glance
- Data Views - 29 Data Views that assist in Managing the Claims and Benefits Process
- Employer Account and Lookup Information
- B-ARTS
- Security Portal for Managing WEBS and DOCS Access

UI Agency Services Secure Sign In:

Password:
 Oper ID:

Internet Browser recommendation - This site works best using MS Internet Explorer (IE).

THIS COMPUTER, THIS COMPUTER NETWORK, ALL COMPUTERS CONNECTED TO THIS NETWORK AND ALL DEVICES AND STORAGE MEDIA ATTACHED TO A COMPUTER ON THIS NETWORK OR NETWORK COMPOSE AN INFORMATION SYSTEM THAT IS THE PROPERTY OF THE DISTRICT OF COLUMBIA GOVERNMENT FOR USE IN CONDUCTING DISTRICT OF COLUMBIA GOVERNMENT BUSINESS

UNAUTHORIZED OR IMPROPER USE OF THIS SYSTEM MAY RESULT IN DISCIPLINARY ACTION, AS WELL AS, CIVIL AND CRIMINAL PENALTIES

BY USING THIS INFORMATION SYSTEM YOU UNDERSTAND AND CONSENT TO THE FOLLOWING:
YOU AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL AND DISTRICT LAWS, REGULATIONS, POLICIES AND GUIDELINES YOU AGREE TO SECURE, PROTECT, AND PREVENT THE UNAUTHORIZED DISCLOSURE OF CUSTOMER INFORMATION. CUSTOMER INFORMATION MAY ONLY BE DISCLOSED AS AUTHORIZED BY FEDERAL AND DISTRICT LAW. THE UNAUTHORIZED DISCLOSURE OF CUSTOMER INFORMATION MAY RESULT IN DISCIPLINARY ACTION, AS WELL AS, CIVIL AND CRIMINAL PENALTIES

YOU HAVE NO REASONABLE EXPECTATION OF PRIVACY REGARDING ANY COMMUNICATION OR DATA TRANSMITTED OR STORED ON THIS INFORMATION SYSTEM. AT ANY TIME, AND FOR ANY LAWFUL GOVERNMENT PURPOSE, THE GOVERNMENT MAY MONITOR, INTERCEPT, AUDIT, SEARCH AND SEIZE ANY COMMUNICATION OR DATA TRANSMITTED OR STORED ON THIS INFORMATION SYSTEM

TO PROTECT YOUR SENSITIVE DATA PLEASE BE SURE TO CLOSE THE BROWSER WHEN YOU ARE FINISHED.

Procedure

Through your internet browser, access WEBS:

<https://does.dcnetworks.org/AgencyServices/ClaimantProfile.aspx>

Step 2

In WEBS, Select “RIC” and then “Reopen/Additional Claim” on the left. The Reopen/Additional Claims process is the same for all claims (UI, UCX, and UCFE).

Reopen/Additional Claim - FI Transaction

Date: 6/22/2017

Social Security Number:

Name Check:

BYE: (Please select BYE of the claim you want to reopen)

Effective Date: 6/18/2017

Intervening Employment?: Yes No

New Address Information

Street Address:

City:

State: Select

Zip Code: (Enter as 12345-1234)

Email Address:

Telephone: (Enter as 123-123-1234)

Cell: (Enter as 123-123-1234)

Done Internet | Protected Mode Off 110%

Procedure

1. **Social Security Number:** Enter the claimant’s Social Security Number.
2. **Name Check:** Enter the first four letters of the claimant’s last name.
3. **BYE:** Select the BYE of the claim you want to reopen.
4. **Effective Date:** Enter the effective date.
5. **Intervening Employment?:** Select “Yes” or “No” if the claimant had intervening employment. **Selecting “Yes” will initiate an additional claim. Selecting “No” will reopen the current claim.**
6. **New Address Information:** The claimant’s address information will populate automatically. Verify the address with the claimant, and make adjustments as necessary.
7. Click the Next button.

Step 2A

Additional Claim

If “Yes” was selected for Intervening Employment on the Reopen/Additional Claim – F1 Transaction screen, then the Additional Claim process will be initiated.

Refer to steps 8B-2 (page 67), 9A (page 86), 9B (page 88) and 9C (page 89) of the Initial Claims Intake Process for instructions on how to complete the Additional Claim process.

Reopen Claim

If “No” was selected for Intervening Employment on the Reopen/Additional Claim – F1 Transaction screen, then the current claim will be reopened. No further action is required.

Step 3

Confirmation Page

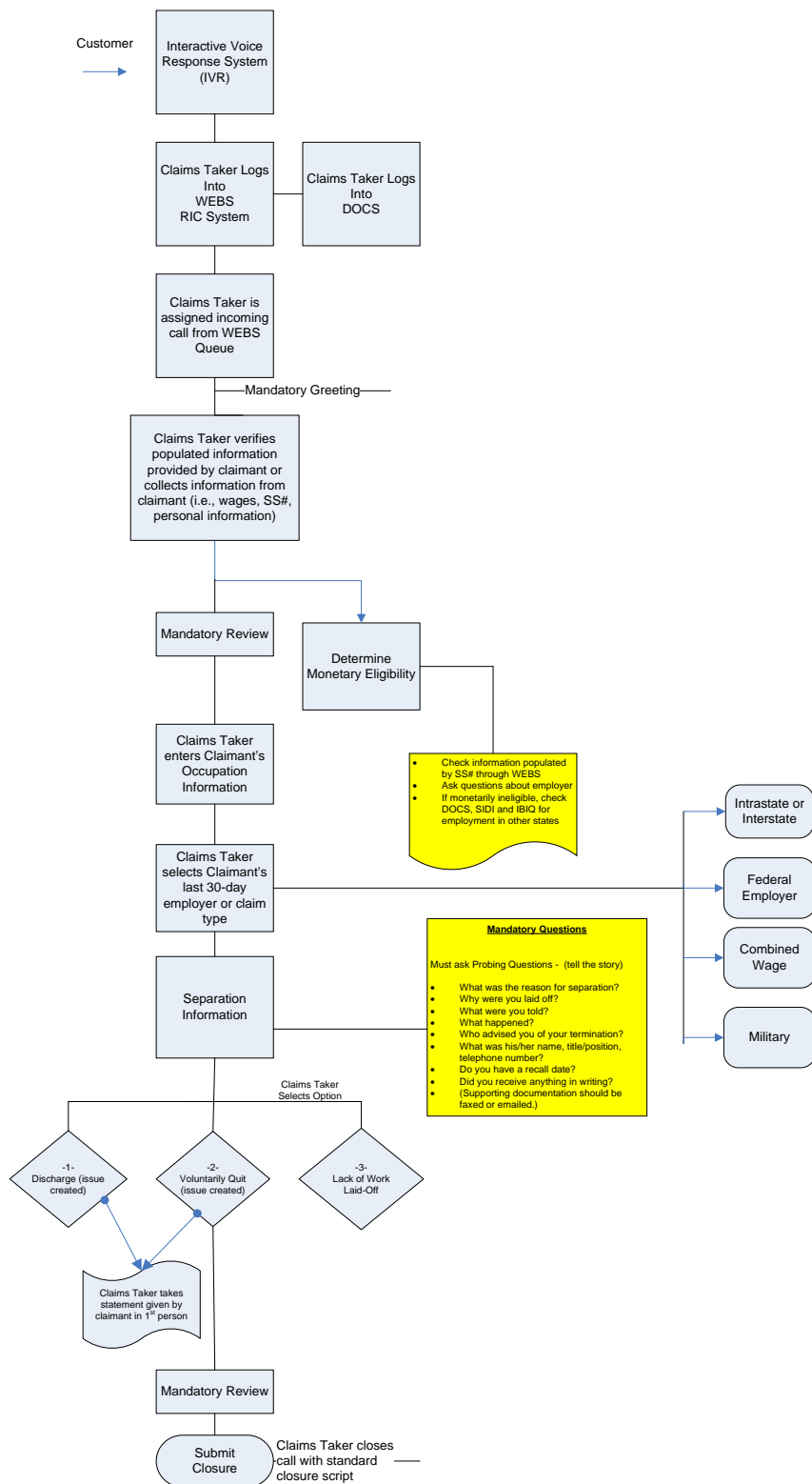
This page will display that your submission was successfully completed.

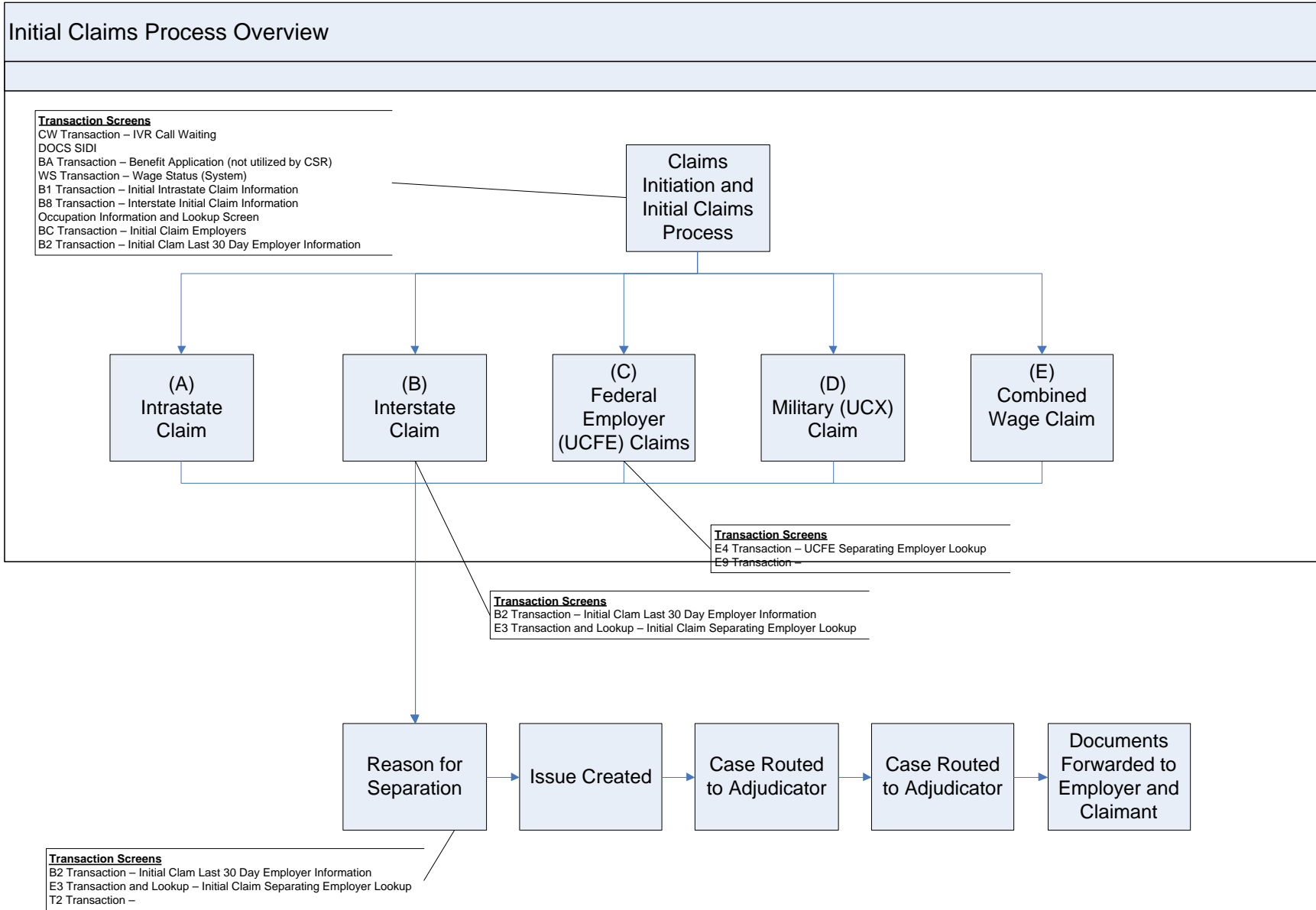
The screenshot shows a web browser window displaying the 'Confirmation Page' of the Uwebs system. The page features a dark blue header with the 'Uwebs' logo and the tagline 'web enabled benefit services'. Below the header, the page title 'Confirmation Page' is centered. The main content area displays the following information:

- Social Security Number :
- Claimant's Name :
- Date : 10/26/2016 9:41:59 AM
- Claim successfully submitted

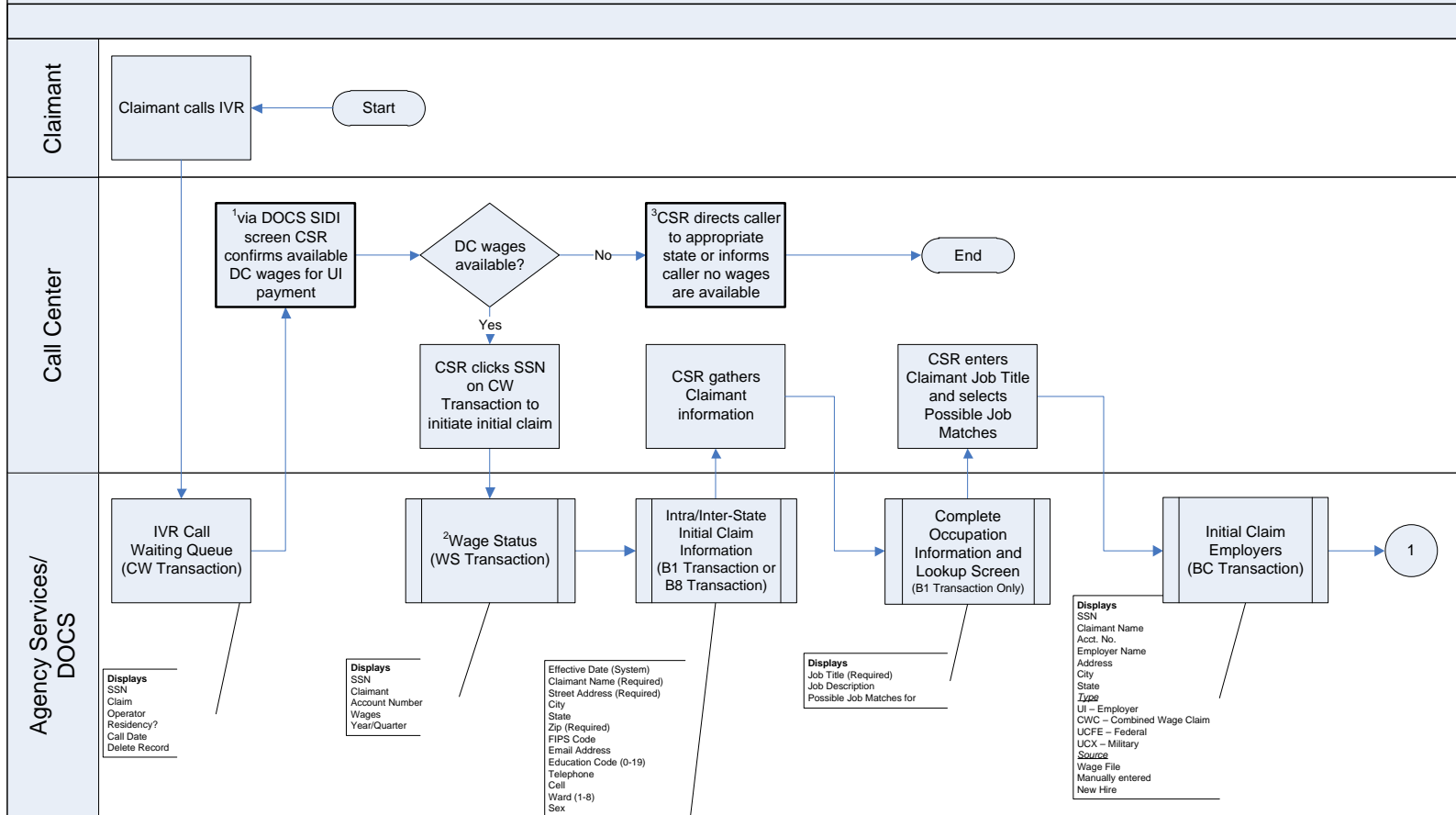
A 'Return' button is located below the submission message. The browser's status bar at the bottom shows 'Done' on the left and 'Internet | Protected Mode: Off' on the right, along with a zoom level of 100%.

Process Flow Diagrams





Claims Initiation and Initial Claims Process – Page 1



Notes and Process Inconsistencies

¹ This procedure not documented. The process probably not necessary if the Wage Status screen were utilized

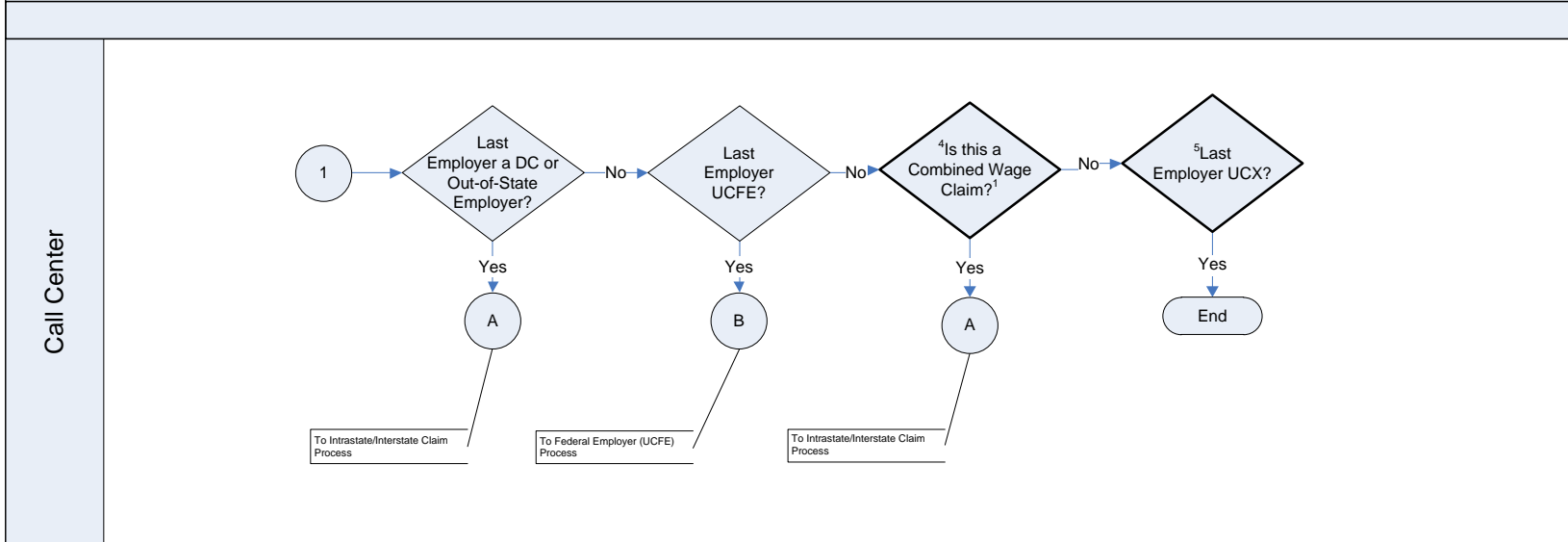
² See above. Requires further investigation on CSR process.

³ Explanation of procedure not consistent with evidence. If this happened consistently, wouldn't this negate monetarily ineligible claims?

Transaction Screen Legend

- B1 Transaction – Initial Intrastate Claim Information
- B2 Transaction – Initial Claim Last 30 Day Employer Information
- B8 Transaction – Interstate Initial Claim Information
- B9 Transaction – UCFE Employer Characteristics
- BA Transaction – Benefit Application
- BC Transaction – Initial Claim Employers
- BI – CWC Employer Characteristics Screen
- CC Transaction – CWC Employer Characteristics
- CW – IVR Call Waiting Queue
- E3 Lookup – Initial Claim Separating Employer Lookup
- E4 Transaction – UCFE Separating Employer Lookup
- E9 Transaction –
- T2 Transaction –
- WS Transaction – Wage Status

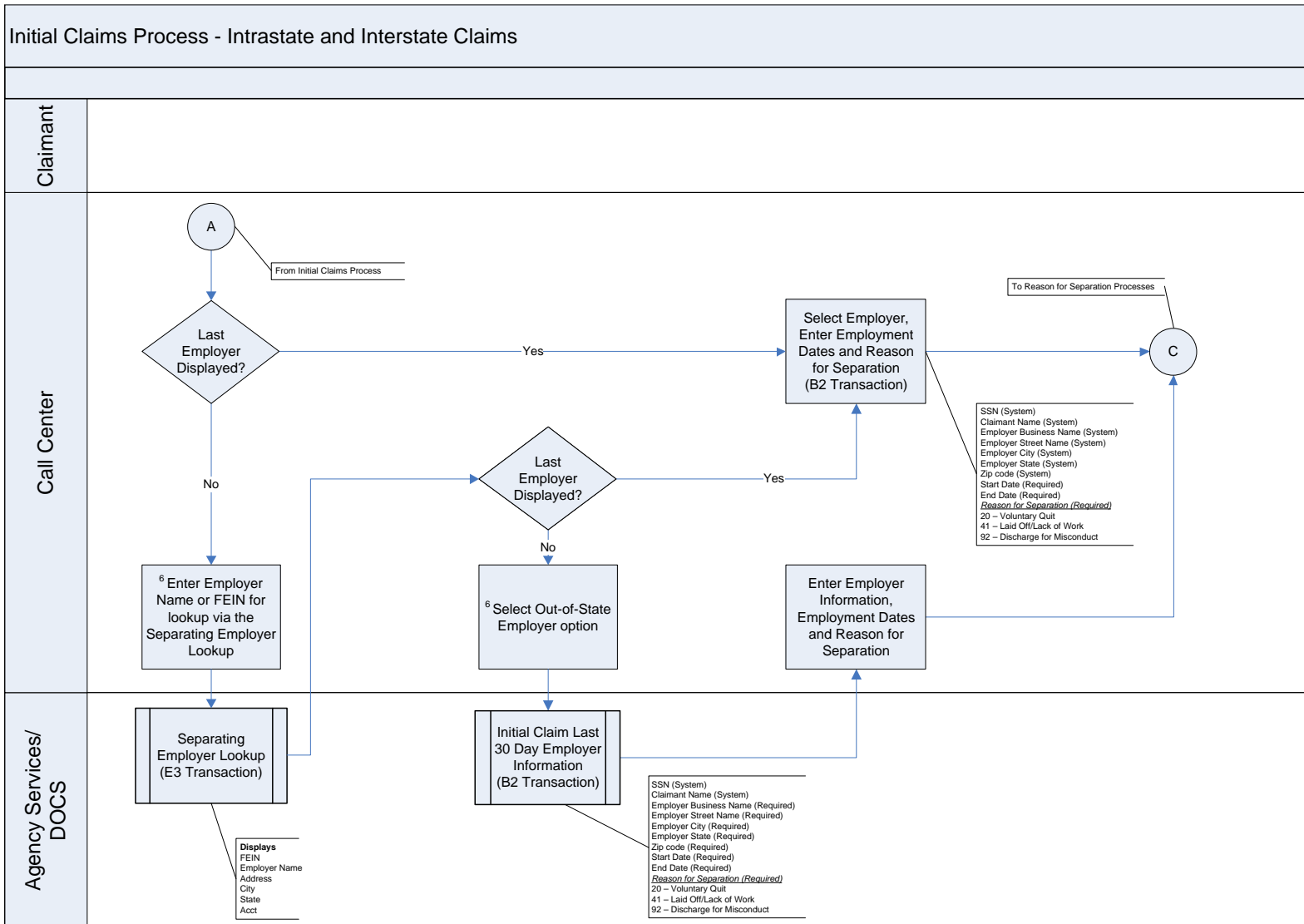
Claims Initiation and Initial Claims Process – Page 2



Notes and Process Inconsistencies

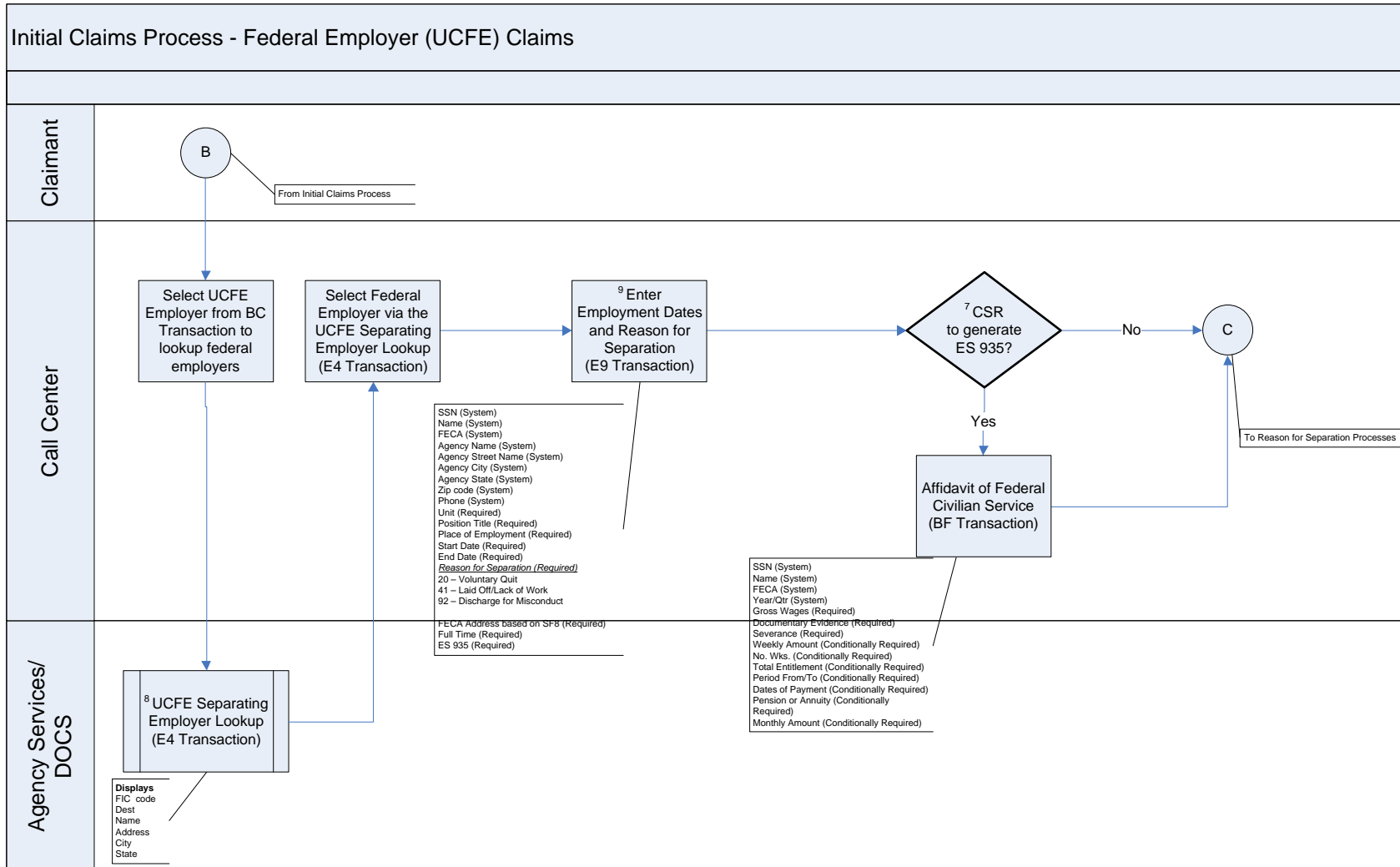
⁴ CSR is unaware of Combined Wage Claim eligibility. All are entered as intrastate or interstate claims. Adjudicators make CWC determinations.

⁵ Military claimants are routed to One-Stop or claimant's home state.



Notes and Process Inconsistencies

⁶ It appears that the CSRs often skip the Separating Employer Lookup (E3 Transaction) and select the Out of State Employer option to manually enter employer information. This practice may explain erroneous employer addresses, etc.



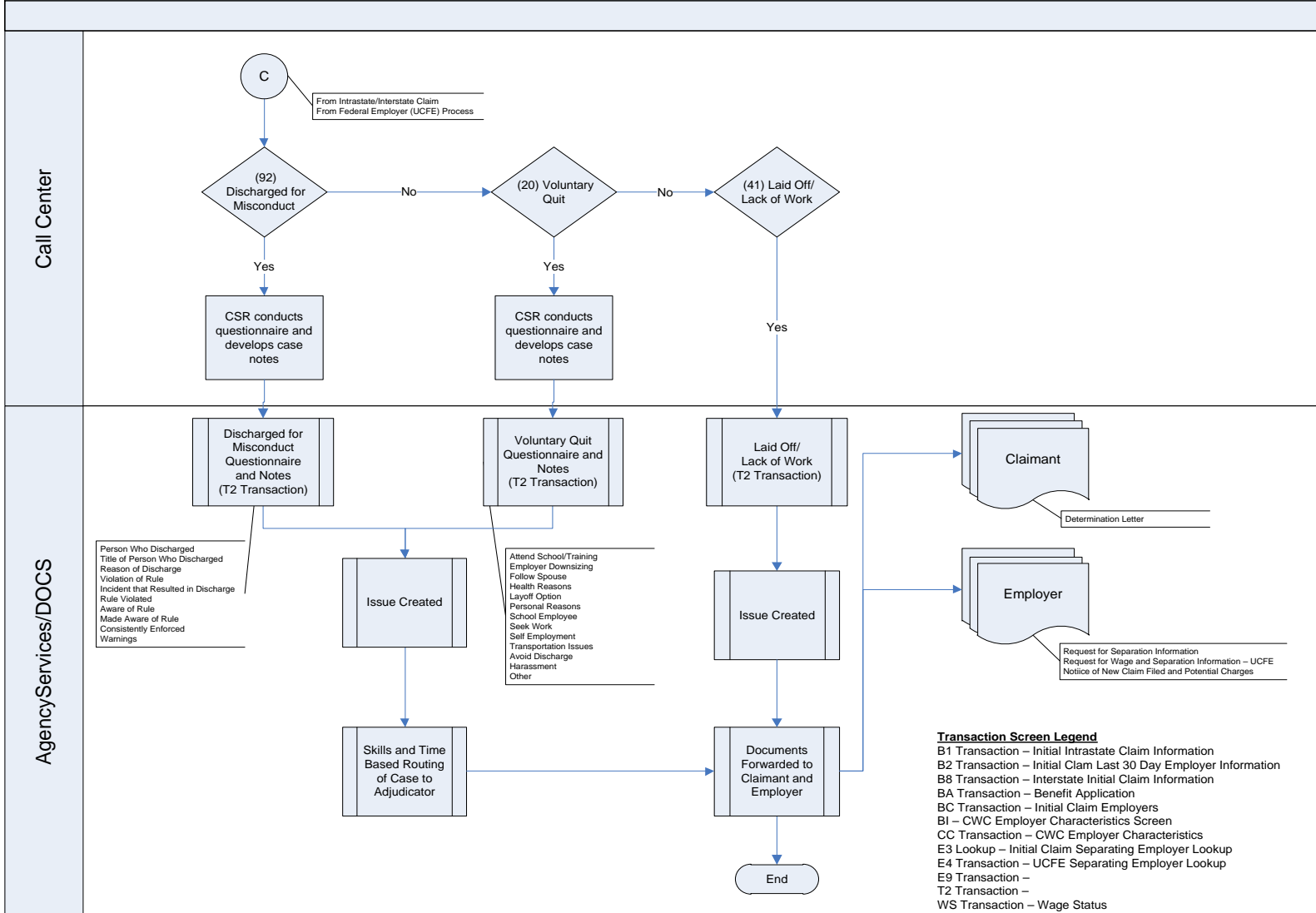
Notes and Process Inconsistencies

⁷ ES 935 are not ordered by the CSR.

⁸ E4 Transaction does not display agency unit.

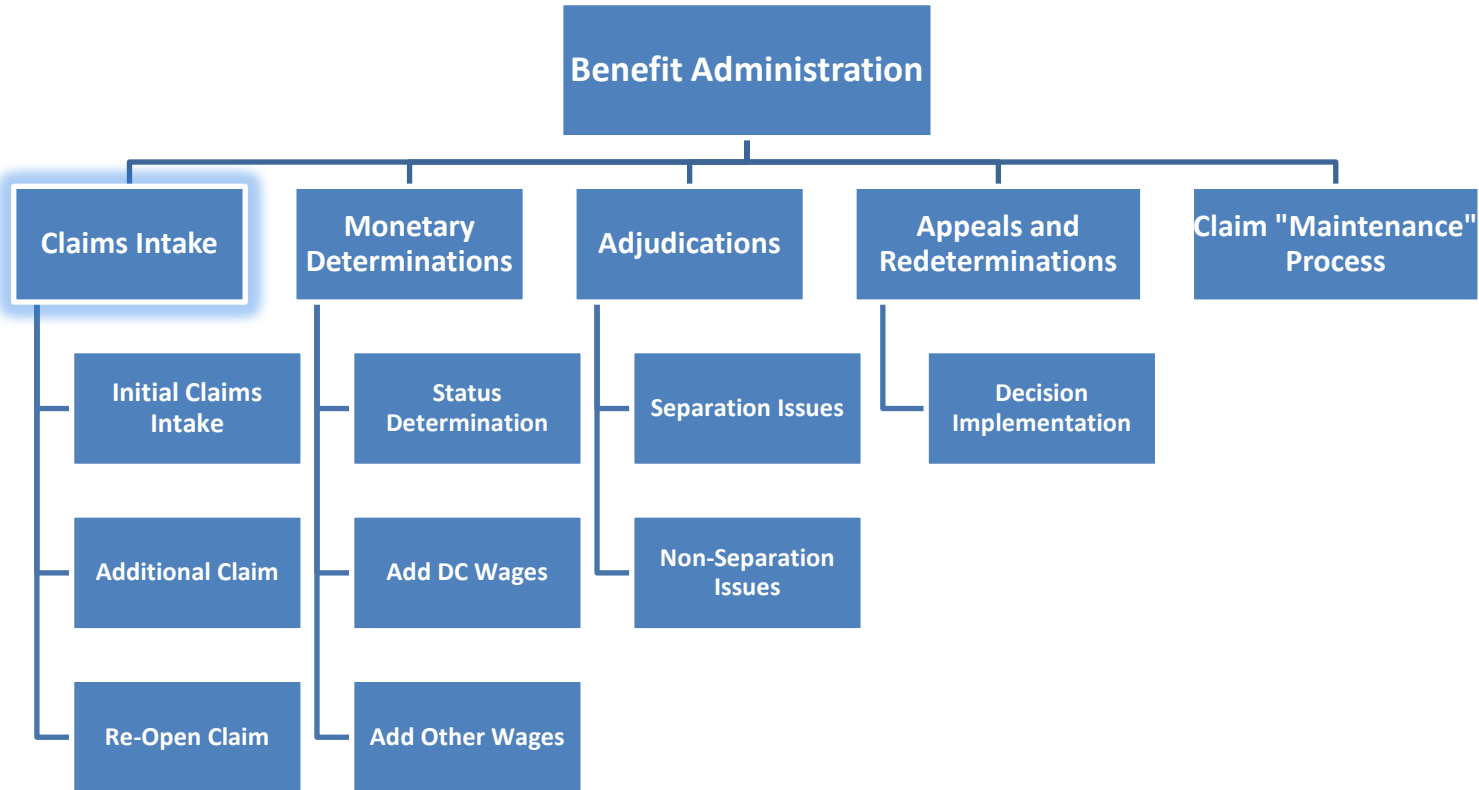
⁹ SF-8 is the best source of information. CSR should ask if SF-8 is available to submit claim.

Initial Claims Process - Reason for Separation Processes



Appendix

Benefits Unit Flow Chart



Emergency Unemployment Compensation (EUC)

EUC is a 100% federally funded program that provides benefits to individuals who have exhausted regular state benefits. The EUC program was created on June 30, 2008, and has been modified several times. Most recently, the American Taxpayer Relief Act of 2012 (P.L. 112-240) extended the expiration date of the EUC program to January 1, 2014. To date, Congress has not passed any further extensions.

Extended Benefits (EB)

Extended Benefits are available to workers who have exhausted regular unemployment insurance benefits during periods of high unemployment. The basic Extended Benefits program provides up to 13 additional weeks of benefits when a State is experiencing high unemployment. Extended Benefits may start after an individual exhausts other unemployment insurance benefits, but not everyone who qualified for regular benefits qualifies for Extended Benefits. The weekly benefit amount of Extended Benefits is the same as the individual received for regular unemployment compensation. When a State begins an Extended Benefit period, it notifies those who have received all of their regular benefits that they may be eligible for Extended Benefits.

IVR On-Hold Caller Scripts

- You must report your gross wages (before your taxes are taken out) for each week you work and certify for benefits. You must report your earnings even if you do not get paid until a later date. Accurately report all earnings- even those from part-time or temporary work. If you collect more unemployment insurance benefits than you are eligible because you fail to report earnings, you may be committing fraud and may be prosecuted.
- In order to be eligible to collect benefits, you must continually verify that you are able, available and actively seeking suitable work. Possible conflicts like attending school during work hours, or child care and transportation issues could limit your work availability and be an eligibility issue. Report such issues on your claim forms.
- To report a lost or stolen UI Benefits Prepaid Debit Card, you must speak with a U.S. Bank customer service representative. Please call U.S. Bank at 1-855-696-3729 for questions specifically related to your UI Benefits Prepaid Debit Card including:
 - *the status of your delivery*
 - *card activation*
 - *card balance and transaction history*
 - *setting a PIN number*
- As soon as you return to full-time work, notify DOES and stop claiming UI benefits. Do not wait until you receive your first paycheck to report that you have returned to work. DOES uses state and national resources to track new hires, so it is in your best interest to report that you have returned to work immediately. Failure to accurately report that you are earning wages or have returned to full-time work may be considered fraud.

- Anyone who collects UI benefits is legally responsible for making sure he or she follows the requirements set by state law. Failure to follow the rules can result in serious consequences. Consequences for not following UI regulations can include prosecution by government authorities, repaying the benefits with penalties, forfeiting a future income tax refund, losing future eligibility to collect UI benefits and a possible jail sentence.
- To prevent errors in payment of UI benefits that may result in an overpayment, it is important that you read all of the information that is provided to you when you file your claim for benefits. Improper payment of benefits will cause a delay or denial of future benefits.
- As a recipient of Unemployment Insurance benefits, you have a legal responsibility to know and follow all rules and reporting requirements. If you have a question about your responsibilities or the requirements of receiving benefits, contact DOES.

UI Fraud

- If a claimant knowingly collects benefits by intentionally providing false or inaccurate information when he or she filed a claim, they are committing **fraud**.
- UI fraud is punishable by law, and violators could face a number of serious penalties and consequences including:

- <i>Forfeiting future income tax refunds</i>	- <i>Criminal prosecution</i>
- <i>Ineligibility to collect UI benefits in the future</i>	- <i>Penalties and fines</i>
- If a claimant thinks he or she may have committed UI fraud, we can help them address the issue. The contact number is **(202) 698-5111**.
- If a claimant knows of someone who may have committed UI fraud, they can contact the Fraud Hotline below. This number is available 24/7, and the caller will remain anonymous.
 - **1-877-FRAUD60** (1-877-372-8360)

DOES Contact Information

Address:

Office of Unemployment Compensation
4058 Minnesota Avenue NE, 4th Floor
Washington, DC 20019

Email:

does@dc.gov

Telephone Numbers:

(202) 724-7000 (local)

1-877-319-7346 (calling outside of Washington, DC)

(202) 698-4817 (for hearing impaired only; local and outside of Washington, DC)

(202) 698-5706 (fax)

Office Hours:

Monday through Thursday, 8:30am to 4:30pm and Fridays, 9:30am to 4:30pm

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



TRANSMITTAL LETTER

Subject	Date
<i>Unemployment Compensation for Ex-Military Standard Operating Procedure Dated July 16, 2013</i>	<i>November 1, 2013</i>
Supersedes:	Notes:
<i>Unemployment Compensation for Ex-Military Standard Operating Procedure Dated May 18, 2012</i>	<i>None</i>

Purpose. This directive establishes standard policies and procedures for the Unemployment Compensation for Ex-Military (UCX) claims.

Applicability. These policies and procedures shall apply to all employees that perform the functions in the Department of Employment Services Office of Unemployment Compensation.

Implementation Plans. A plan of action to implement or adhere to a policy and procedure must be developed by designated responsible staff. If materials and/or training are required to implement the policy and procedure, these requirements must be part of the action plan. Specific staff should be designated to carry out the implementation and program managers are responsible to follow through to ensure compliance. Action plans and completion dates should be sent to the appropriate HR authority.

Implementation of all standard operating procedures shall begin as soon as possible. Full implementation of this policy and procedure shall be completed within sixty (60) days after the date of this policy.

Policy Dissemination and Filing Instructions. Managers/supervisors of DOES and DOES contractors must ensure that staff is informed of this policy and procedure. Each staff person who maintains procedure manuals must file them in the DOES Policy and Procedures Manual, and contractors must ensure that this procedure is maintained in accordance with their internal procedures.

ACTION

REMOVE AND DESTROY

Standard Operating Procedure
Unemployment Compensation for
Ex-Military (UCX)
May 18, 2012

INSERT

Standard Operating Procedure
Unemployment Compensation for
Ex-Military (UCX)
Revised: July 16, 2013

Lisa Maria Mallory

Lisa Maria Mallory
Director



District of Columbia Department of Employment Services Standard Operating Procedures (SOPs)	
Division: UI Benefits Unit	Subject: Unemployment Compensation for Ex-Military (UCX)
Program Director: Monnikka Madison	Date of Issuance: May 18, 2012
Revision Date: July 16, 2013	Review Date: July 16, 2015
Reference: Office of Unemployment Compensation	
<i>Note: This Standard Operating Procedure, including any attachments, is intended only for internal use by staff at the Department of Employment Services, and is not to be distributed. It contains information which may be confidential, legally privileged, and proprietary in nature.</i>	

APPROVAL



 Lisa Maria Mallory, Director

11 / 1 / 2013

 Date

Remove & Destroy: May 18, 2012
 Effective Date: July 16, 2013
 Review Date: July 16, 2015
 Distribution: UI Benefits Unit
 Point-of-Contact: Monnikka Madison, monnikka.madison@dc.gov

PURPOSE

This document is an instructional reference guide for the procedures and activities relevant to the Unemployment Compensation for Ex-Servicemembers (UCX) program. The goal of the District of Columbia's Unemployment Compensation Program Federal Division is to determine Ex-Servicemembers eligibility for unemployment compensation in compliance with Federal and District laws, regulations, and the Employment Training Administration (ETA) Handbooks 384 and 391 in a timely and efficient manner.

APPLICABILITY

The procedures outlined in this document shall apply to the employees in the Department of Employment Services (DOES), and is particularly relevant to staff within the Office of Unemployment Compensation, Benefits Division, who process UCX claims.

AUTHORITIES

This SOP is governed pursuant to laws as outlined in subchapter I of chapter 85, title 5 of the United States Code, as amended by Pub. L. 94-566, 90 Stat. 2667, 5 U.S.C. 8501-8508, Code of Federal Regulations – Title 20-Part 614 and Unemployment Insurance Program Letters (UIPL) 09-10, 27-06, 47-01, 5-97 and 35-95, which provides for a permanent unemployment compensation program for Ex-Servicemembers who qualify. The unemployment compensation provided for in subchapter I is hereinafter referred to as unemployment compensation for Ex-Servicemembers, or UCX. The regulations are issued to implement the UCX program and shall be construed liberally so as to carry out the purposes of the Act as well as assure insofar as possible the uniform interpretation and application of the Act throughout the United States. For purposes of adjudication, the Federal government is a single employer. For non-monetary issues, the agency involved in the separation is considered the only employer.

ATTACHMENTS

- **Attachment A** : FCCC Process Message Codes
- **Attachment B** : Certificate of Release or Discharge from Active Duty/ Form DD-214

SCOPE

This section of the Unemployment Insurance Benefits – Standard Operating Procedures (SOP) sets forth the methods established to provide unemployment compensation (UC) benefits to Ex-Servicemembers who qualify for the Unemployment Compensation for Ex-Military Employees (UCX) program. Each state facilitates the UCX program on behalf of the United States Department of Labor (USDOL).

DEFINITIONS

The following table contains definitions for frequently referenced terminology used in the administration of Unemployment Compensation, in particular the facilitation of the UCX program.

Term	Definition
Act	For the purpose of this document subchapter I of chapter 85, title 5, United States Code, 5 U.S.C. 8501–8508.
Additional Compensation	<i>Unemployment compensation totally financed by a State and payable under a State law by reason of conditions of high unemployment or by reason of other special factors.</i>
Agreement	The consensus entered into pursuant to the Unemployment Compensation for Federal Civilian Employees Act between a State and the Secretary of Labor under which the State agency of the State agrees to make payments of unemployment compensation in accordance with the Act and the regulations and procedures they are under prescribed by the Department of Labor.
Alternative Base Period	The alternative base period consists of the four most recently completed calendar quarters prior to the date the claim could be filed. If a customer is not monetarily eligible for benefits under the base period described above, the Claims Examiner should determine if the customer is monetarily eligible under an alternative base period as stated in § 51-107(c). Additionally, wages that fall within the alternative base period are not available for reuse in qualifying for any subsequent benefit years. The chart below illustrates the base period.
American Employer	An "American employer" means a person who is: <ol style="list-style-type: none"> 1. An individual who is a resident of the United States; or 2. A partnership, if two-thirds or more of the partners are residents of the United States; or 3. A trust, if all of the trustees are residents of the United States; or 4. A corporation organized under the laws of the United States or of any state. The term "United States" includes the states, the District of Columbia, Puerto Rico, and the Virgin Islands.
Base Factor	A category of information which serves as a guide for fact-finding investigation. Base factors are identified for each of the issue areas.
Base Period (Base Year)	The first four of the last five completed calendar quarters (a "quarter" being the period of three consecutive months ending March 1, June 30, September 30, or December 31) immediately preceding the time of claimant's filing for benefits.
Benefit Year	The 52-consecutive-week period beginning with the first day of the first week with respect to which the individual first files a valid claim for benefits, and thereafter the 52- consecutive-week period beginning with the first day of the first week for which the individual next files a valid claim for benefits after the termination of his last preceding benefit year. Any claim for benefits made in accordance with § 51-111 shall be deemed to be "valid claim" if the individual has during his base period been paid wages for employment by employers as required by the provisions of § 51-107.
BYE	Benefit Year Established

Benefits	The monetary payments to an individual, for their unemployment including any dependent's allowance paid under the provisions of § 51-108.
Character of Service	H - HONORABLE E - ENTRY LEVEL POSITION (HONORABLE) U - UNCHARACTERIZED (HONORABLE) G - GENERAL (UNDER HONORABLE CONDITIONS) D - DISHONORABLE O - UNDER OTHER THAN HONORABLE CONDITIONS B - BAD CONDUCT
Combined Wage Claim (CWC)	A claim that uses wages from DC, another state, UCFE and/or UCX in order to satisfy the wage requirement for a funded new claim. The claimant has a combination of wages, but not enough in each to satisfy the wage requirement.
Commuter Claim/Claimant	The claimant: 1) lives in a boarding state, and 2) regularly commutes to work in the District, and 3) expects to continue seeking employment in the District.
Date of Determination	The date on the determination notice, or, if no notice is required, the date payment is authorized, waiting week credit is given, or an offset is applied.
DOCS	District Online Compensation System
Eligibility, General	Unemployment insurance pays benefits to workers who are unemployed without fault of their own.
Emergency Compensation	Supplementary unemployment compensation payable under a temporary Federal law after exhaustion of regular and extended compensation.
Employer	The term "employer" means every individual and type of organization for whom services are performed in employment.
Employment	Employment is defined as any service performed for remuneration (payment) whether full-time or part-time. This also includes salaries paid to corporate officers who are employees of the corporation (including close and subchapter S corporations). "Employment" means any service including service in interstate commerce, performed by: 1. Any officer of a corporation; or 2. Any individual in the employer-employee relationship, who has the status of an employee; or 3. Any other individual who performs services for remuneration for any person: a. As an agent-driver or commission-driver engaged in distributing meat products, vegetable products, fruit products, bakery products, beverages (other than milk), or laundry or dry-cleaning services, for his principal; b. As a traveling or city salesman engaged upon a full-time basis in the solicitation of orders from wholesalers, retailers, contractors, or operators of hotels, restaurants, or other similar establishments for merchandise for resale or supplies for use in their business operations; 4. An individual in the employ of the District (or DC and another 1 or more states) or any of its instrumentalities for a hospital or institution of higher education; 5. In the employ of the District (or DC and another 1 or more states) or any of its instrumentalities or political subdivisions;

	<p>6. An individual in the employ of an educational organization, a religious, charitable, or other organization;</p> <p>The term "employment" shall include services described in 1. and 2. above only if:</p> <ol style="list-style-type: none"> a. The contract of service contemplates that substantially all of the services are to be performed personally by such individual; b. The individual does not have a substantial investment in facilities used in connection with the performance of the services (other than in facilities for transportation); and c. The services are not in the nature of a single transaction that is not part of a continuing relationship with the person for whom the services are performed.
<p>Exempt Employment</p>	<p>The term "Subject Employment" shall not include services performed:</p> <ol style="list-style-type: none"> 1. By an individual under 18 years of age as a babysitter; 2. As a casual labor not in the course of the employer's trade or business; 3. By an individual in the employ of his son, daughter, or spouse, and service performed by a child under the age of 21 in the employ of his father or mother; 4. In the employ of the United States government or of an instrumentality of the United States which is: <ul style="list-style-type: none"> • Wholly owned by the United States; or • Exempt from the tax imposed by § 1600 of the IRS Code 5. In the employ of a Senator, Representative, Delegate, or Resident Commissioner, insofar as such service directly assists him in carrying out his legislative duties; 6. To which unemployment compensation is payable under any other unemployment compensation system established by an act of Congress; 7. In any calendar quarter in the employ of any organization exempt from income tax under § 101 of the Internal Revenue Code of the United States (Title 26, U.S.C.), if: <ul style="list-style-type: none"> • The remuneration for such service does not exceed \$50; or • Such service is performed by a student who is enrolled and is regularly attending classes at such school, college, or university; 8. For a foreign government (including service as a consular or other officer or employee or a non-diplomatic representative) or for an instrumentality owned by a foreign government; <ul style="list-style-type: none"> • If the service is of a character similar to that performed in foreign countries by employees of the United States government or of an instrumentality thereof; and • If the Secretary of State shall certify to the Secretary of the Treasury that the foreign government, with respect to whose instrumentality exemption is claimed, grants an equivalent exemption with respect to similar service performed in the foreign country by employees of the United States government and of instrumentalities thereof; 9. By a student nurse for a hospital or nurses' training school by an individual who is enrolled and is regularly attending classes in a nurses' training school chartered or approved pursuant to state law; and service performed as an intern in the employ of a hospital by an individual who has completed a 4

	<p>years' course in a medical school chartered or approved pursuant to state law;</p> <ol style="list-style-type: none"> 10. By an individual for a person as an insurance agent or as an insurance solicitor, if all such service performed by such individual for such person is performed for remuneration solely by way of commission; 11. By an individual under the age of 18 in the delivery or distribution of newspapers or shopping news, not including delivery or distribution to any point for subsequent delivery or distribution; 12. By an arrangement between the Director and the agency charged with the administration of any other state or federal unemployment compensation law pursuant to which all services performed by an individual for an employer during the period covered by such employer's duly approved election are deemed to be performed entirely within such agency's state; 13. On or in connection with a vessel or aircraft not an American vessel or American aircraft by an individual if he performed service on and in connection with such vessel or aircraft when outside the United States; 14. By an individual in (or as an officer or member of the crew of a vessel while it is engaged in) the catching, taking, harvesting, cultivating, or farming of any kind of fish, shellfish, or other aquatic forms of animal and vegetable life, except: <ul style="list-style-type: none"> • Service performed in connection with the catching or taking of salmon or halibut, for commercial purposes; and • Service performed on or in connection with a vessel of more than 10 net tons (determined in the manner provided for determining the register tonnage of merchant vessels under the laws of the United States); 15. In the employ of a Senator, Representative, Delegate, Resident Commissioner or any organization composed solely of a group of the foregoing, insofar as such service is in connection with political matters; 16. In the employ of a public international organization designated by the President as entitled to enjoy the privileges, exemptions, and immunities provided under the International Organizations Immunities Act; 17. By a prisoner employed in the DC's prison industries program, unless the prisoner is employed in a prison industry; or 18. By the Mayor, a member of DC Council, or a member of the District of Columbia Board of Education.
Exempted Employment	This is employment where the employer is not required to pay unemployment taxes. In these cases, the employees of these employers are not eligible for unemployment benefits. An example is churches.
Extended Compensation	Unemployment compensation payable to an individual for weeks of unemployment in an extended benefit period, under those provisions of a State law which satisfy the requirements of the Federal-State Extended Unemployment Compensation Act of 1970, as amended, 26 U.S.C. 3304 note, and part 615 of this chapter, with respect to the payment of extended compensation.
Federal Agency	Any department, agency, or governmental body of the United States, including any instrumentality wholly or partially owned by the U.S., in any branch of the Government of the U.S., which employs any individual in Federal civilian service.

Federal Civilian Service	Work performed in the employ of the United States, or any wholly-owned or partially-owned instrumentality of the United States, with the exception of the specifically excluded services listed in 5 U.S.C. 8501. Benefits paid by the District of Columbia Department of Employment Services are charged to the Federal agency based on the Federal agency pro rata share of benefit cost.
Federal Wages	Defined in (5 U.S.C. 8501(2)) as "all pay and allowances, in cash or in kind, for Federal service" and thereby includes all payments for sick leave, annual leave (including lump-sum) and severance pay, pro rata share of benefit cost.
First Claim	An initial Claim for unemployment compensation under the UCFR program in accordance of part 614 of the Act,
Government Pensions	Annuities received as a result of employment with a state or the Federal government, from the Social Security program, or from Railroad Retirement.
Independent Contractor	One of the most common employment exclusions. The criteria for independent contractor include: <ol style="list-style-type: none"> 1. performing the work free from control and direction over its performance both in fact and under the contract; and 2. customary engagement in an independent business or occupation of the same nature as that involved in the work; and 3. the work that is: <ol style="list-style-type: none"> a. outside of the usual course of business of the person for whom the work is performed, or b. outside of any place of business of the person for whom the work is performed.
Last 30 Day Employer	When asking the claimant regarding his last employer, the question should be who was the last employer where she/he worked for at least 30 days (days they usually work). If the claimant was employed for less than 30 days, the same question should be applied to the prior employer and they could become the last employer on record.
Localization of Subject Employment	The term "Subject Employment" includes the service of an individual who is a citizen of the United States, performed outside the United States (except in Canada, and except in the Virgin Islands) in the employ of an American Employer, if: <ol style="list-style-type: none"> 1. The employer's principal place of business in the United States is located in the District; or 2. The employer has no place of business in the United States; but <ol style="list-style-type: none"> a. The employer is an individual who is a resident of the District; or b. The employer is a corporation which is organized under the laws of the District or the laws of the United States; or c. The employer is a partnership or a trust and the number of the partners or trustees who are residents of the District is greater than the number who are residents of any one other state; or 3. None of the criteria of sub-subparagraphs 1. and 2. are met but the employer has elected coverage in the District, or the employer having failed to elect coverage in any state, the individual has filed a claim for benefits, based on such service, under the law of the District.

Monetarily Eligible Claims	These are claims that are appropriately funded and a claimant has performed work and received enough in wages to qualify for a valid unemployment insurance claim.
Monetarily Ineligible	The term “monetary eligibility” refers to whether a claimant has performed work and received enough wages to qualify for a valid unemployment insurance claim.
Monetarily Ineligible Claims	These are claims that are unfunded and have a zero balance. Claimants with these claims have otherwise legitimate claims, but no wages from covered employment were reported. In some cases, claims start this way and become eligible when wages are reported. For example federal claims where wages must be requested and are not initially available. In the other cases, the claims will not become eligible at any point. For example, non-covered (exempt) employment from a church.
Nonmonetary Determination	A decision made by the initial authority based on facts related to an "issue" detected (1) which had the potential to affect the claimant's past, present, or future benefit rights, and (2) for which a determination of eligibility was made.
Nonmonetary Determination Time Lapse	The number of days from the date an issue is first detected on a claim to the date on the determination.
Official Station/Official Duty Station	The state (or country, if outside the U.S.) designated as the person’s “duty station” on the employee’s Notification of Personnel Action (SF-50 or equivalent) terminating the individual’s Federal civilian service. If the notice doesn’t specify the duty station, the “official duty station” is the state or country listed under “name and location of employing office” on the Standard Form 50 (or its equivalent).
Pay Grade	Claimant’s Pay Grade, as indicated on Form DD-214. Options include: O1-O10, O1E-O3E, W1-W5, E1-E8
Paying State	Section 616.6 Definitions: (e) Paying State, A single state against which the claimant files a Combined-Wage Claim, if the claimant has wages and employment in that State’s base period(s) and the claimant qualifies for unemployment benefits under the unemployment compensation law of that State using combined wages and employment.
Regular compensation	Unemployment compensation payable to an individual under any State law, but not including additional compensation or extended compensation.
RIC	Remote Initial Claims
Secretary	The Secretary of Labor of the United States
SF-8, Notice to Federal Employee About Unemployment Compensation	Form provided to a separating Federal employee by a Federal agency that explains his/her potential eligibility for UI benefits and provides the name and address of the separating Federal agency where wage and separation information can be obtained
SIDI Page	Application that allows viewing of claimant wages in state outside of DC. This is helpful to determine if a claim is monetarily eligible as well as if the claimant is able to file for benefits in another state.
State	The 50 States, the District of Columbia, the Commonwealth of Puerto Rico, and the Virgin Islands.
State Agency	The agency of the State which administers the applicable State law and is administering the UCX/ UCFE Program in the State pursuant to an Agreement with

	the Secretary of Labor.
State Law	The unemployment compensation law of a State approved by the Secretary of Labor under section 3304 of the Internal Revenue Code of 1986, 26 U.S.C. 3304, if the State is certified under section 3304(c) of the Internal Revenue Code of 1986, 26 U.S.C. 3304(c). State regulations applicable to UCFE claimant by §609.8
Subject Employer / Subject-to-Law	An employing unit which has met a threshold or condition of liability under state unemployment compensation law (DC Code §51); also a liable employer or a covered employer. An Employer becomes liable on the first day that wages are paid for UI services provided in the DC. Subject Employer can be one of following categories: <ul style="list-style-type: none"> • Contributory/Rated Employer (including Domestic / Household when cumulative wages in one quarter exceed 500\$) • Reimbursing (Self-Insured) • Other (Federal and State government employers)
Subject Employment	The term "subject employment" shall include an individual's entire service, performed within, both within and without or entirely without the District if: <ol style="list-style-type: none"> 1. The service is localized in the District; or 2. The service is not localized in any state but some of the service is performed in the District and: <ol style="list-style-type: none"> a. The individual's base of operations, or, if there is no base of operations, then the place from which such service is directed or controlled, is in the District; or b. The individual's base of operations or place from which such service is directed or controlled is not in any state in which some part of the service is performed but the individual's residence is in the District; 3. The service is performed anywhere within the United States, the Virgin Islands, or Canada; provided, that: <ol style="list-style-type: none"> c. Such service is not covered under the unemployment compensation law of any state, the Virgin Islands, or Canada; and a. The place from which the service is directed or controlled is in the District. 4. Service shall be deemed to be localized within a state if: <ol style="list-style-type: none"> b. The service is performed entirely within such state; or a. The service is performed both within and without such state, but the service performed without such state is incidental to the individual's service within the state, for example, is temporary or transitory in nature or consists of isolated transactions.
Unemployment Compensation	Cash benefits (including dependents' allowances) payable to individuals with respect to their unemployment, and includes regular, additional, emergency, and extended compensation.
UCFE or Unemployment Compensation for Federal Employees	Claims based wholly on Federal civilian service or partially on Federal civilian service and partially on Federal military service (UCFE/UCX).
UCX	Claim based solely on Federal military service

UI	A state program that provides benefits to individuals financed (1) wholly from state trust funds (UI) or (2) partially from state trust funds and partially from UCFE and/or UCX program funds (joint UIUCFE, UIUCX, UIUCFE/UCX claim).
Week	For purposes of eligibility for and payment of UCX/ UCFE, a week is defined in the applicable State law.
Week of Unemployment	A week of total, part-total, or partial unemployment as defined in the applicable State law, which shall be applied in the same manner and to the same extent to all employment and earnings, and in the same manner and to the same extent for the purposes of the UCX/UCFE Program, as if the individual filing for UCX/ UCFE were filing a claim for State unemployment compensation.

POLICY AND PROCEDURES

In the District of Columbia, in accordance with §51.107, eligibility parameters are defined in and guided by UI law, regulation and precedent. To be eligible for unemployment insurance benefits, wage requirements must be met within a twelve month base period as determined by the date an initial claim for benefits is filed.

Base Period (Regular)

- Used on the majority of initial claims. Consists of the first four of the last five completed calendar quarters at the time of filing.

Base Period (Alternate)

- Consists of the last four completed calendar quarters at the time of filing.
- Used when the claimant does not qualify for benefits using the regular base period.

If the first full week of a claim is in the month of:	The (regular) base period is the 12 month period ending the previous:
January, February, or March	September 30th
April, May, or June	December 31 st
July, August, or September	March 31st
October, November, or December	June 30th

Wage Requirements:

- At least \$1,300.00 in wages in one quarter of the base period
- Wages in at least two quarters of the base period
- At least \$1,950.00 in wages for the entire base period
- Total base period wages must be at least 1½ times the wages in the highest quarter, or within \$70.00 of the amount

UCX wages are not officially assigned to a state until a claim has been filed and Benefit Year Established (BYE). UCX wages assigned to a state are determined by:

- Residence

While a UCX claimant may file their initial claim in any state; they are not required to file in their state of residence. However, the claimant must be physically present in the filing state at the time they file the initial claim in order for the wages to be assigned to that state. Where the military service was performed or where the separation from military service occurred does not affect the rules of assignment.

The Department of Employment Services must follow the rules for assignment of Federal military service and wages. DOES has no authority to consider a claim filed in or from another state as a District UCX claim even though the claimant may speak directly with claims interviewers in the District (such as initial claims filed via the Call Center or online via WEBS from outside the District). For UCX, the state of filing is the state in which the claimant is physically located when the initial claim is filed.

The claimant can:

- 1) file their initial claim in the state where they are physically located via WEBS or telephone; or
- 2) in person at any of the District of Columbia DOES American Job Centers.

The Claims Taker should advise the claimant of these options. If the claimant plans to file in another state, DOES staff should not process the initial claim.

UCX wages are assigned on a 30 days per month basis. If the claimant served for exactly one year, only 360 days would be credited (12 months x 30 days). Days lost are deducted from the assignment of wages for the calendar quarter in which they fall. Days of accrued leave cannot be used to establish 365 days of active Federal military service.

Service Requirements:

Due to Federal regulations, UCX wages cannot be assigned to a claim filed prior to the date of discharge from the military service. Military personnel who have completed a full term of active service and were discharged under honorable conditions (general)/ uncharacterized are eligible for benefits. When UCX claimant(s) file an initial claim, the length of original obligation is determined using the following guidelines:

The minimum term of service the Military Branches (active components) include:

- Air Force – 4 Years, minimum for the first full term of service
- Army – 2 years, minimum for first full term of service
- Coast Guard – 4 years, minimum for the first full term of service
- Marine Corps – 4 years, minimum for first full term of service
- Navy – 15 months, the navy is the only DoD Military Branch still operating the National Call to Service program that allows a 15-month term of service. Obligation begins after a Sailor has completed his or her respective Navy School. Navy Schools can run three (3) months to eighteen (18) months depending on rating.

Claimants who did not complete a full term of service will be eligible if discharged:

- for the convenience of the government;
- because of medical disqualification, pregnancy, parenthood, or service-incurred injury or disability;
- because of hardship

- because of personality disorder or inaptitude provided the person was on active duty for 365 days or more.

Specific narrative reasons must exist on the DD-214 that applies to the four (4) categories listed above.

Form DD-214, Certificate of Release or Discharge from Active Duty, is issued to each person discharged or released from a period of active military service. The DD-214 is required when the UCX claimant files an initial claim in the state of residence and is used to determine eligibility.

The claimant's DD-214 provides:

- 1) pay grade
- 2) entry and separation dates;
- 3) character of service;
- 4) narrative reasons for separation; and
- 5) in some cases, whether the individual completed their full term of service.

Periods of service ending with dishonorable or under other than honorable discharge, bad conduct discharge, or (in the case of officers) resignation for the good of the service, are not classified as Federal military service. Example: A person has been in military service for nine consecutive years when released from active duty. The person's most recent DD-214 covers the base period of the claim.

A member of the Reserves or National Guard may establish a UI claim for benefits if UCX claimant was attached to an active branch of service – Army, Navy, Marine Corps, Air Force or Coast Guard – for ninety days or more of continuous active duty. Such service is “completed” if the individual received a Form DD-214. If the period of service is less than ninety continuous days, it does not qualify as a full term of service for UCX entitlement.

Base period and all LAG UCX wages must be assigned when the claimant files an initial claim that establishes a benefit year after separation from Federal military service.

DOES procedures for sending requests and receiving responses from the FCCC are the same for the UCX and UCFE programs. Records sent to the FCCC for both programs will produce the same type of responses from the FCCC, including UCX wage and separation information responses. All records sent to the FCCC are considered request records.

The Federal Claims Control Center (FCCC) was established by US DOL to be the official source of military wage and separation information for States to determine UCX entitlement. It maintains the necessary information such as dates of separation, character of services, and narrative reason for separation for all Branches of Services¹ military departments' copy of the DD-214 for UCX purposes.

The FCCC also maintains a system of “claims control records” for program integrity purposes. It is the State's responsibility to ensure the proper FCCC record is sent to the HUB each time an initial claim involving Federal military (UCX) wage is filed. In this instance, the HUB is a centralized place of convergence where data arrives from one or more directions and is forwarded out in one or more directions in sharing useful UCX claimant information. The FCCC records request is integrated into the claims filing procedure. There is an independent electronic process which allows UI staff to send FCCC request records to the HUB.

¹ See attached Branches of Services organization chart

There are 6 types of records, (or requests) that states use to communicate with the FCCC, as documented in UIPL 27-06. These include the following requests:

OVERVIEW OF FCCC RECORDS TYPE
UIPL 27-06

Type of Record	Event	When to Use
Type 1 – Initial Request for Wage & Separation Information	Claim Filed	Each time a UCX claim is filed
Type 2 – UCX or Joint Claim Control	Benefit Year Established	Each time a benefit year is established using UCX, UCFE or a combination of both types of wages
Type 3 – Wage Assignment Only	Benefit Year Established – Lag Period Wages	When a UI benefit is established which causes the assignment of lag period UCX wages. When a benefit year is established under another state’s law which causes a wage assignment in your state.
Type 4 – Cancellation of Type 2 Claim Control	Cancellation of Control Record	When a benefit year that caused an assignment is cancelled.
Type 5 – Cancellation of Type 3 Wages Assignment Only Control	Benefit Year Cancelled using Lag Period	When a benefit year that caused an assignment is cancelled
Type 6 – Cancellation of UCX Pending Record	Withdrawal of UCX Claim or Erroneous Information Caused Pending Record	When a UCX claim is withdrawn or canceled, or when erroneous information (e.g. incorrect separation date on the Type 1 record) caused an erroneous pending record to be created.

1. A Type 1 request must be sent by the state to the FCCC each time a new initial claim involving Federal military wages is filed. The purpose of this request is to see if UCX wages are available and to obtain UCX wage & separation information.

Type 1 FCCC records are generated automatically by DOCS when an UCFE or UCX initial claim is filed. Every state request sent to the FCCC will receive a response from the FCCC. The FCCC determines if the federal wages have not been assigned for use by another state.

Note: UCX wages returned on a Type 1 response does not mean that wages can automatically be used to establish a benefit year.

2. A Type 2 request to post UCX claims control data must be sent when a benefit year has been established that uses Federal military wages transferred via an IB4 response.

Note: A Type 2 request posts when a claims control record has been established and benefit year has been assigned using Federal wages. A type 2 record is necessary for integrity purposes to lessen the chances of duplicate claims and overpayments. If a type 2 request record is not sent to FCCC there is no record of a benefit year being established.

3. A Type 3 request must be sent when a benefit year is established which causes Federal military wages **assignment** to be in the LAG period ONLY and not in the Base Period of the claim.

Type 3 FCCC records must be completed manually using the DOCS D9 screen and is covered more thoroughly in the Combined Wage Claim SOP.

Note: A paying State should never send a Type 2 and 3 on the same benefit year. If a Type 3 request record is not sent to FCCC there is no record of the LAG period wage assignment.

Example of when a Type 3 request is necessary:

- State A established a benefit year Effective 8/23/11
 - Base period of 4/1/10 – 3/31/11
 - Claimant has in-state covered employment 2/3/10 through 5/7/11
 - Claimant is in State A & was active Military 5/15/11 discharged on 8/21/11.
 - State A must send a Type 3 request to FCCC to take assignment of LAG period ONLY UCX wages because the Military was the separating employer but is **NOT in the base period of the claim.**
- State B established a combined wage benefit year Effective 8/23/11
 - Base period 4/1/10 – 3/31/11
 - Claimant has covered employment in State B 2/3/10 through 2/4/11
 - Claimant is in State A & was active Military 2/15/11 and discharged 8/21/11 (UCX wages are assignable to State A)
 - State A receives request and transfers UCX wages to State B
 - State B sends FCCC a Type 2 request showing State A as the transferring State and sent an IB5 using Federal wages to State A.
 - The IB5 shows UCX separation was 8/21/11 which is after the base period ending date which means State A must send a Type 3 request to FCCC to take assignment of the LAG period Federal wages.

4. A Type 4 request is sent to cancel an existing Type 2 claims control record when a benefit year involving Federal military wages has been withdrawn or cancelled.

Note: Once a Type 2 claims control record is on file at FCCC, if a benefit year effective date or separation date changes the state must send a Type 4 to cancel the Type 2 on file and then send a new Type 2.

5. A Type 5 request must be sent to cancel an existing Type 3 claims control record when a Federal military wage assignment only (Type 3) record must be cancelled.

Note: Review Type 4 or Type 5 responses to ensure the record was deleted.

6. A Type 6 request must immediately be sent to cancel a UCX “pending record” due to error or withdrawn/cancelled claim. The pending record remains active until the needed service/discharge Form DD-214 is received at the FCCC or state sends a Type 6 record.

Note: A UCX pending record is created when the FCCC receives a Type 1 request for Federal military information but does not have a matching DD-214 or similar document on file and has advised the state of this via a Type 1 response. Should a state discover that they sent the wrong separation date on the Type 1 request which caused a “pending record” to be created, a Type 6 record must be sent to cancel the erroneous “pending record” at the HUB as well as a new Type 1 request with the corrected separation date.

When a Joint (UCFE & UCX) claim is established:

- The filing state must send two (2) Type 1 requests to FCCC
 - Type 1 request with program type = ‘F’ and UCFE separation date
 - Type 1 request with program type = ‘X’ and UCX separation date

Note: The FCCC does NOT accept a Joint Type 1 requests, it will be rejected as an Error.

- Once the benefit year has been established:
 - The paying state must send a Type 2 request with program type Joint. The record will include both UCX and UCFE separation dates (fields 7 & 8).

Note: The system will not allow a Type 2 program type ‘X’ and a Type 2 program type ‘F’ that have the same BYE. The second control record will be rejected as an error.

See Attachment A which includes all 41 possible process messages codes numbers and a verbal description for each are used to inform states of problems with the incoming request that are detected during processing, to notify the state of potential issues, and to inform the state of actions being taken by the FCCC with respect to the incoming request. When the state receives one of the messages included in the attachment, there will be a “p” in field 118 of the response record, meaning that the record was sent to processing and the message was generated during processing.

Important fields to check when reviewing a response:

- Error messages
- Edit/Process flag

The Edit/Process Flag in conjunction with the Error Message number is what determines the corresponding verbal description (see UIPL 47-01).

DOES utilized an auto generated response record to display response records to staff members.

FCCC Response Handling:

If the Edit/Process Flag contains an 'E'

- The record was **rejected** because of severe errors and was accepted for processing.
- All response records with an 'E' in the Edit/Process Flag require manual intervention. These errors need to be reviewed, corrected and re-submitted.

If the Edit/Process Flag contains an 'P'

- 'P' means the record was accepted and was processed through the system. All messages must be reviewed for possible issues in order to determine proper claim filing options.

All states follow the same uniform procedures for requesting Ex-Servicemember wages using information gathered from the DD-214. In the event the DD-214 is not available, Form 970 is initiated internally by DOES claims examiners and forwarded to the UI Federal Division electronically.

Note: Response records from the FCCC will contain alert messages and flags that can be used by DOES to electronically post an issue to the claimant record when the type of separation or other information from the DD-214 raises an identifiable issue. The FCCC is not authorized to make determinations about whether or not a claimant's military service is creditable or if wages are usable. Therefore, the FCCC will provide wage and separation information from any DD-214 on file without regard to the length of service or the type of separation. It will be the responsibility of the state agency to make the appropriate determination(s).

Integrity Issues when FCCC not used properly

- Below is a sample real life situation where states did not use the FCCC properly. This is one fraudulent claim tracked over a 12 month period that affected every region:
 - **Multiple claims filed** – 24 states filed a UCX claim for the same SSN. Some sent in a Type 1 inquiry requested and ignored the messages returned to them in the response. Some did not send in a Type 1 inquiry request at all.
 - **Duplicate use of wages** – 20 States established a benefit year for the same SSN using the same UCX wages. The FCCC system provided UCX wage and separation information to 1 state. 19 states used an affidavit to establish a benefit year. Only 6 States sent in Type 2 Claim Control Request record.
 - **Overpayments** – Claimant received \$30,225 from 11 states. At one point in time the claimant was simultaneously receiving weekly UI payments from 7 states.

FCC RESPONSE RECORD FOR ERROR MESSAGE AND TYPE 1 REQUEST

MM/DD/YY UCX/UCFE RESPONSE RECORD PAGE XXX

SSN:XXXXXXXX NAME:FIRST MLAST OTHER SSN:000000000

EFF. DATE:20100411 LDW UCX:20081031 LDW UCFE:20100410
 BASE PER BEG:20090101 BASE PER END:20091231 BEN YEAR END:00000000
 ENTRY DATE:00000000 NET SERVICE 1:000000 PRIOR SERVICE 1:000000

STATE FIPS:42 TRANS FIPS-1:00 TRANS FIPS-2:00 LOCAL OFFICE:0994
 BR SERVICE:01 COMPONENT: CHAR SERV:
 TRANS DATE:20100413 LCCC DATE:20100413 REC CODE:1

ACCRUED LEAVE:000.0 SEP PAY:000000.00 DISAB PEN:000000.00 PAY GRADE:
 US NATL: RETIREMENT: MICROFILM ID:000000000000

DAYS LOST ST-1:00000000 DAYS LOST END-1:00000000
 DAYS LOST ST-2:00000000 DAYS LOST END-2:00000000
 DAYS LOST ST-3:00000000 DAYS LOST END-3:00000000
 DAYS LOST ST-4:00000000 DAYS LOST END-4:00000000

Q1 DATE:000000	Q1 WAGE:000000.00	Q1 WEEK:00	Q1 HOURS:000	Q1 BR SERV:
Q2 DATE:000000	Q2 WAGE:000000.00	Q2 WEEK:00	Q2 HOURS:000	Q2 BR SERV:
Q3 DATE:000000	Q3 WAGE:000000.00	Q3 WEEK:00	Q3 HOURS:000	Q3 BR SERV:
Q4 DATE:000000	Q4 WAGE:000000.00	Q4 WEEK:00	Q4 HOURS:000	Q4 BR SERV:
Q5 DATE:000000	Q5 WAGE:000000.00	Q5 WEEK:00	Q5 HOURS:000	Q5 BR SERV:
Q6 DATE:000000	Q6 WAGE:000000.00	Q6 WEEK:00	Q6 HOURS:000	Q6 BR SERV:
Q7 DATE:000000	Q7 WAGE:000000.00	Q7 WEEK:00	Q7 HOURS:000	Q7 BR SERV:
Q8 DATE:000000	Q8 WAGE:000000.00	Q8 WEEK:00	Q8 HOURS:000	Q8 BR SERV:
Q9 DATE:000000	Q9 WAGE:000000.00	Q9 WEEK:00	Q9 HOURS:000	Q9 BR SERV:

DAYS LOST ST-5:00000000 DAYS LOST END-5:00000000
 DAYS LOST ST-6:00000000 DAYS LOST END-6:00000000
 DAYS LOST ST-7:00000000 DAYS LOST END-7:00000000
 DAYS LOST ST-8:00000000 DAYS LOST END-8:00000000

COMPONENT 2:
 SEP DATE 2:00000000 NET SERVICE 2:000000 ENTRY DATE 2:000000
 ACCRUED LEAVE 2:000.0 AMENDED RESPONSE: PRIOR SERVICE 2:000000
 MICROFILM ID 2:00000000

NARRATIVE:

WARNING FLAG: 1ST FULL: TYPE:J EDIT/PROCESS:E

MSG:033 INVALID PROGRAM TYPE FOR RECORD CODE.
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:
 4SG:

E = Error
 Record was rejected.
 Correct error and
 resubmit request

Type 1 requests for
 UCFE & UCX must be two
 separate requests:
 Type = X w/ UCX sep
 information
 Type = F w/UCFE sep
 information.

CONFIDENTIALITY NOTICE

FCC RESPONSE RECORD FOR QUARTERLY WAGES, DD-214 RECEIVED & AMENDED TYPE 1

MM/DD/YY UCX/UCFE RESPONSE RECORD PAGE XXX

SSN:XXXXXXXX NAME:TEST MTEST II OTHER SSN:000000000

EFF. DATE:20091101 LDW UCX:20091018 LDW UCFE:00000000
 BASE PER BEG:20080701 BASE PER END:20090630 BEN YEAR END:00000000
 ENTRY DATE:20080929 NET SERVICE 1:010020 PRIOR SERVICE 1:080621

STATE FIPS:17 TRANS FIPS-1:00 TRANS FIPS-2:00 LOCAL OFFICE:007
 BR SERVICE:01 COMPONENT:ARMY ARNGUS CHAR SERV:HO
 TRANS DATE:20091109 LCCC DATE:20091112 REC CODE:1

ACCRUED LEAVE:000.0 SEP PAY:000000.00 DISAB PEN:000000.00 PAY GRADE:E06
 US NATL:U RETIREMENT:N MICROFILM ID:200911061207

DAYS LOST ST-1:00000000 DAYS LOST END-1:00000000
 DAYS LOST ST-2:00000000 DAYS LOST END-2:00000000
 DAYS LOST ST-3:00000000 DAYS LOST END-3:00000000
 DAYS LOST ST-4:00000000 DAYS LOST END-4:00000000

Q1 DATE:20083	Q1 WAGE:000351.42	Q1 WEEK:00	Q1 HOURS:016	Q1 BR SERV:01
Q2 DATE:20084	Q2 WAGE:015813.90	Q2 WEEK:13	Q2 HOURS:720	Q2 BR SERV:01
Q3 DATE:20091	Q3 WAGE:015813.90	Q3 WEEK:13	Q3 HOURS:720	Q3 BR SERV:01
Q4 DATE:20092	Q4 WAGE:015813.90	Q4 WEEK:13	Q4 HOURS:720	Q4 BR SERV:01
Q5 DATE:20093	Q5 WAGE:015813.90	Q5 WEEK:13	Q5 HOURS:720	Q5 BR SERV:01
Q6 DATE:20094	Q6 WAGE:000000.00	Q6 WEEK:04	Q6 HOURS:144	Q6 BR SERV:01
Q7 DATE:00000	Q7 WAGE:000000.00	Q7 WEEK:00	Q7 HOURS:000	Q7 BR SERV:00
Q8 DATE:00000	Q8 WAGE:000000.00	Q8 WEEK:00	Q8 HOURS:000	Q8 BR SERV:00
Q9 DATE:00000	Q9 WAGE:000000.00	Q9 WEEK:00	Q9 HOURS:000	Q9 BR SERV:00

DAYS LOST ST-5:00000000 DAYS LOST END-5:00000000
 DAYS LOST ST-6:00000000 DAYS LOST END-6:00000000
 DAYS LOST ST-7:00000000 DAYS LOST END-7:00000000
 DAYS LOST ST-8:00000000 DAYS LOST END-8:00000000

COMPONENT 2:
 SEP DATE 2:00000000 NET SERVICE 2:000000 ENTRY DATE 2:00000000
 ACCRUED LEAVE 2:000.0 AMENDED RESPONSE:X PRIOR SERVICE 2:000000
 MICROFILM ID 2:000000000000

NARRATIVE:COMPLETION OF REQUIRED ACTIVE SERVICE

WARNING FLAG: 1ST FULL:Y TYPE:X EDIT/PROCESS:P

MSG 016 AMENDED RESPONSE, WAGES SENT FROM DD-214.
 MSG:
 MSG:
 MSG:
 MSG:
 MSG:
 MSG:
 MSG:
 MSG:
 MSG:
 MSG:
 MSG:

DD 214 rec'd at FCCC.
 Amended Type 1 response
 sent to State w/UCX
 quarterly wages

CONFIDENTIALITY NOTICE: THIS INFORMATION IS UNCLASSIFIED

FCCC RESPONSE REOCD FOR QUARTERLY WAGES REQUEST RECORD ACCEPTED

MM/DD/YY UCX/UCFE RESPONSE RECORD PAGE XXX

SSN:XXXXXXXX NAME:FIRST MLAST OTHER SSN:000000000

EFF. DATE:20100411 LDW UCX:20090921 LDW UCFE:00000000

BASE PER BEG:20090101 BASE PER END:20091231 BEN YEAR END:00000000

ENTRY DATE:20070719 NET SERVICE 1:020203 PRIOR SERVICE 1:000000

STATE FIPS:48 TRANS FIPS-1:00 TRANS FIPS-2:00 LOCAL OFFICE:6490

BR SERVICE:01 COMPONENT:ARMY RA CHAR SERV:UH

TRANS DATE:20100413 LCCC DATE:20100413 REC CODE:1

ACCRUED LEAVE:030.5 SEP PAY:000000.00 DISAB PEN:000000.00 PAY GRADE:E01

US NATL:U RETIREMENT:N MICROFILM ID:200910211838

DAYS LOST ST-1:00000000 DAYS LOST END-1:00000000

DAYS LOST ST-2:00000000 DAYS LOST END-2:00000000

DAYS LOST ST-3:00000000 DAYS LOST END-3:00000000

DAYS LOST ST-4:00000000 DAYS LOST END-4:00000000

Q1 DATE:20091	Q1 WAGE:008914.50	Q1 WEEK:13	Q1 HOURS:720	Q1 BR SERV:01
Q2 DATE:20092	Q2 WAGE:008914.50	Q2 WEEK:13	Q2 HOURS:720	Q2 BR SERV:01
Q3 DATE:20093	Q3 WAGE:011044.07	Q3 WEEK:13	Q3 HOURS:648	Q3 BR SERV:01
Q4 DATE:00000	Q4 WAGE:000000.00	Q4 WEEK:00	Q4 HOURS:000	Q4 BR SERV:00
Q5 DATE:00000	Q5 WAGE:000000.00	Q5 WEEK:00	Q5 HOURS:000	Q5 BR SERV:00
Q6 DATE:00000	Q6 WAGE:000000.00	Q6 WEEK:00	Q6 HOURS:000	Q6 BR SERV:00
Q7 DATE:00000	Q7 WAGE:000000.00	Q7 WEEK:00	Q7 HOURS:000	Q7 BR SERV:00
Q8 DATE:00000	Q8 WAGE:000000.00	Q8 WEEK:00	Q8 HOURS:000	Q8 BR SERV:00
Q9 DATE:00000	Q9 WAGE:000000.00	Q9 WEEK:00	Q9 HOURS:000	Q9 BR SERV:00

DAYS LOST ST-5:00000000 DAYS LOST END-5:00000000

DAYS LOST ST-6:00000000 DAYS LOST END-6:00000000

DAYS LOST ST-7:00000000 DAYS LOST END-7:00000000

DAYS LOST ST-8:00000000 DAYS LOST END-8:00000000

COMPONENT 2:

SEP DATE 2:00000000 NET SERVICE 2:000000 ENTRY DATE 2:00000000

ACCRUED LEAVE 2:000.0 AMENDED RESPONSE: PRIOR SERVICE 2:000000

MICROFILM ID 2:000000000000

NARRATIVE:MISCONDUCT SERIOUS OFFENSE

WARNING FLAG: 1ST FULL:N TYPE:X EDIT/PROCESS:P

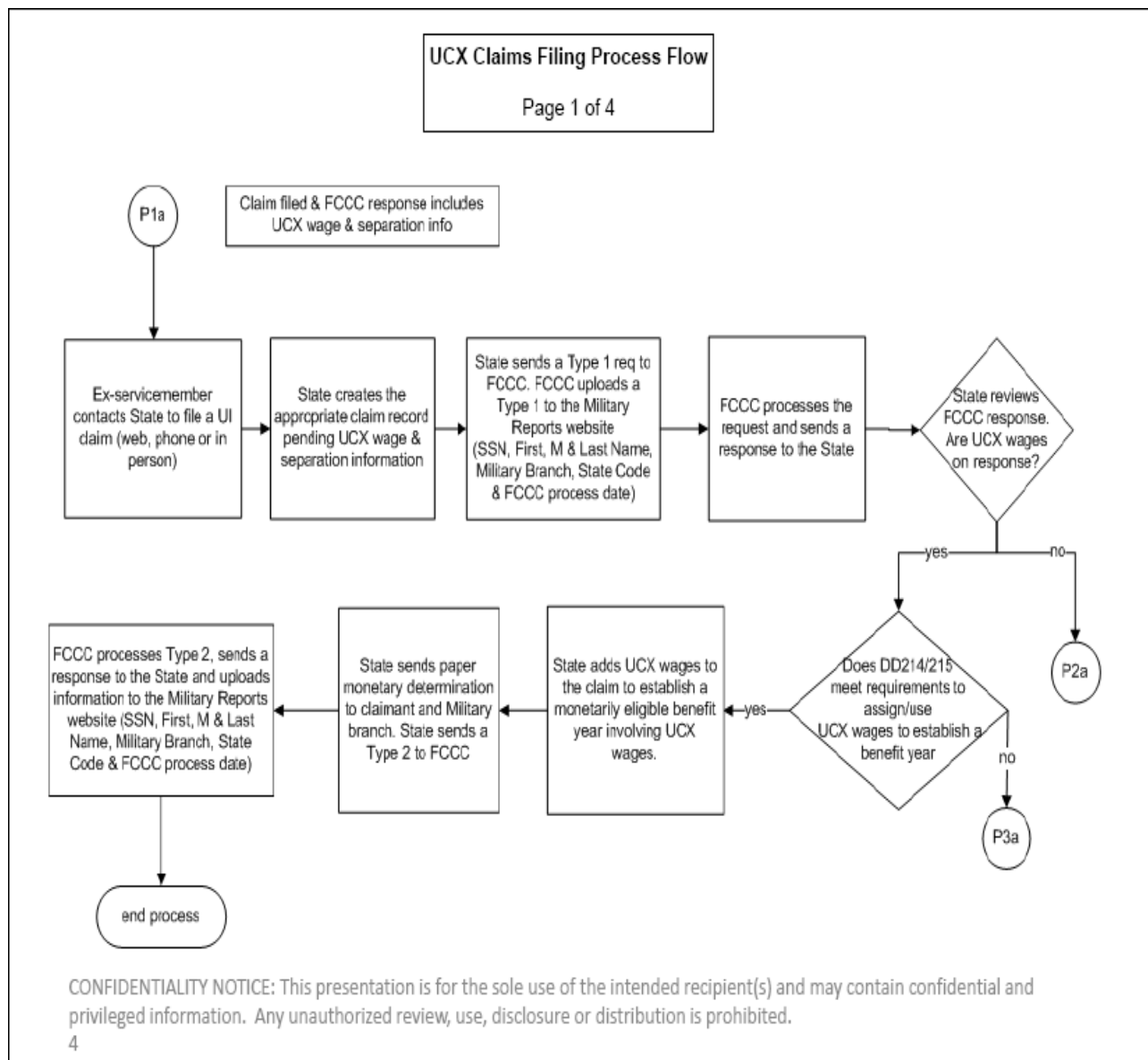
MSG:026 REQUEST RECORD ACCEPTED.

MSG:
MSG:
MSG:
MSG:
MSG:
MSG:
MSG:
MSG:
MSG:
MSG:
MSG:

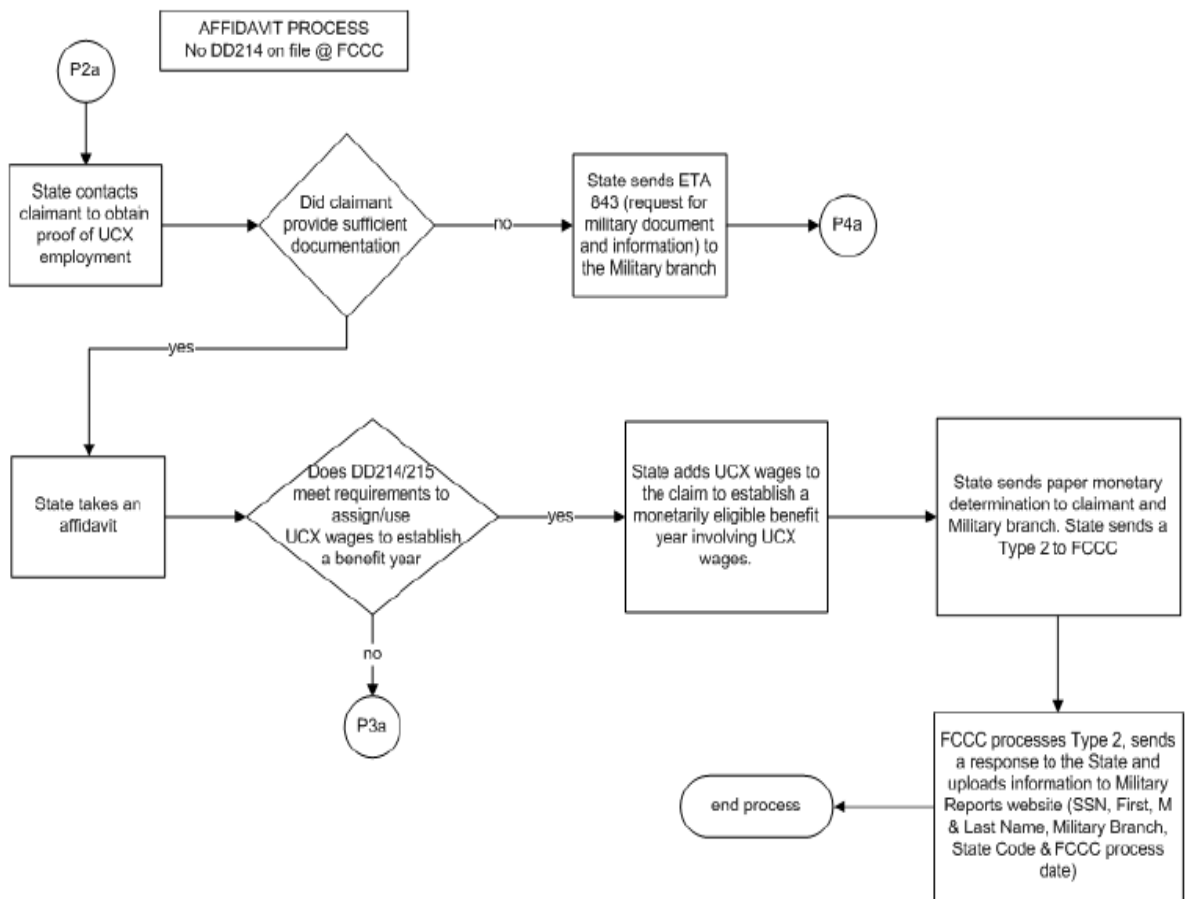
UCX quarterly wages

Msg 026 is the only msg that requires no user intervention

UCX CLAIMS FILING PROCESS FLOW CHART

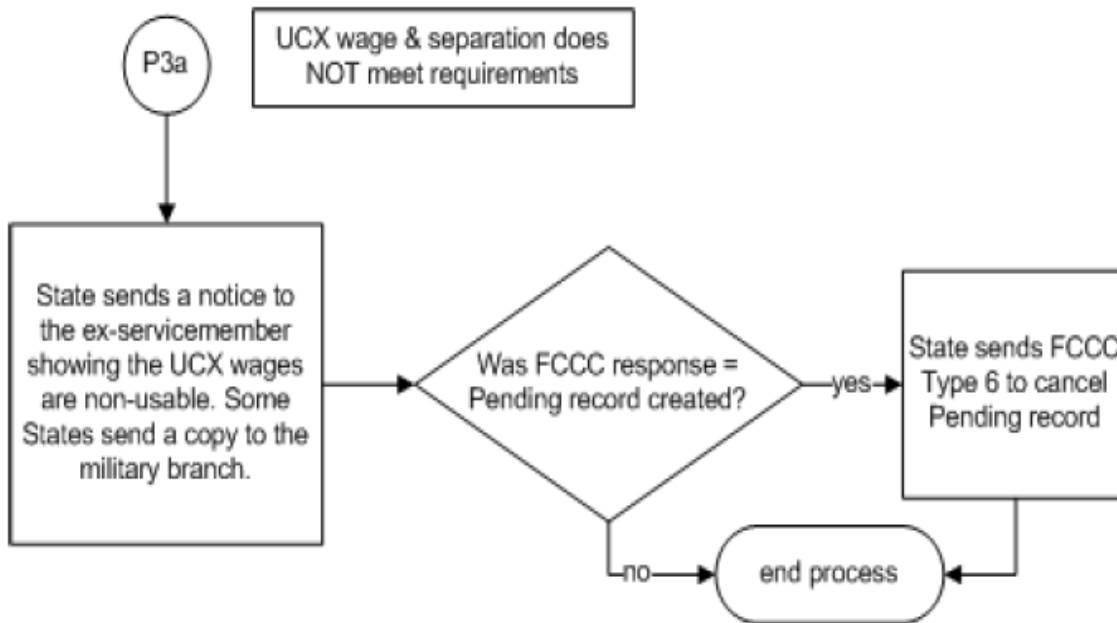


UCX Claims Filing Process Flow
Page 2 of 4



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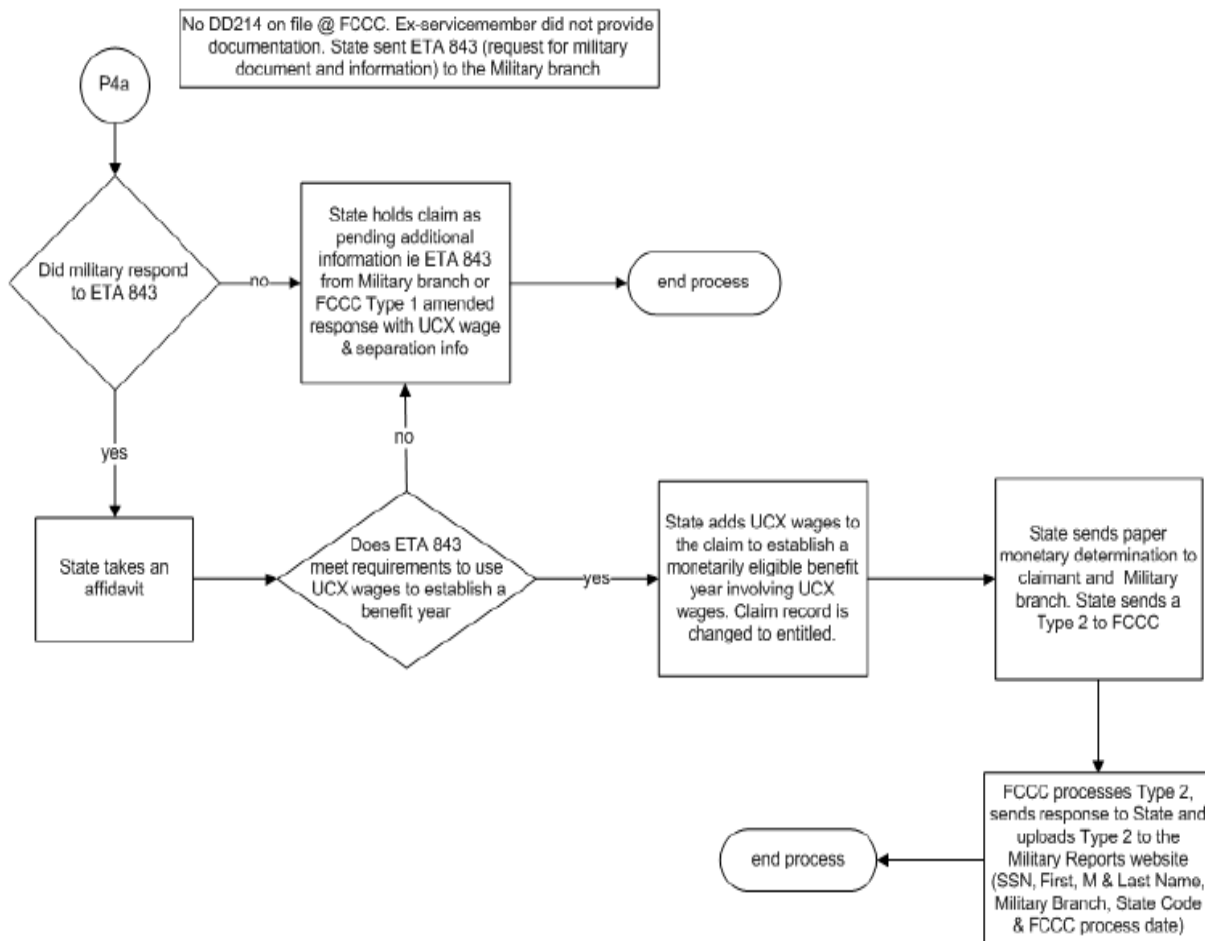
UCX Claims Filing Process Flow
Page 3 of 4



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6

UCX Claims Filing Process Flow
Page 4 of 4



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POLICY AND PROCEDURES

The following steps apply to UCX claims processed by the DOES UI Federal Desk Division:

The DOES UI Federal Division workload is accessed daily via WEBS & DOCS. The WEBS procedure for filing UCX initial claims is outlined below:

Step One: Log In

The Log-in process encompasses accessing the WEBS database.

- WEBS (Web Enabled Benefit Services)
- Claims Examiner will input Password and Operator ID to access WEBS Database.

Screen Shot of WEBS Log-in Page

Welcome to Agency Services - Windows Internet Explorer

https://does.dcnetworks.org/AgencyServices/login.aspx?ReturnUrl=%2Fagency-services%2FDefault.aspx

File Edit View Favorites Tools Help

Welcome to Agency Services

District of Columbia MAYOR DC GUIDE RESIDENTS BUSINESS VISITORS GOVERNMENT FOR KIDS

Department of Employment Services

Unemployment Insurance Service Center

[AGENCY SERVICES:](#)

- Adjudication - Nonmonetary System
- Remote Initial Claims including IVR IC
- Claimant Information
- CSR Information
- Stats at a Glance
- Data Views - 29 Data Views that assist in Managing the Claims and Benefits Process
- Employer Account and Lookup Information
- BARTS
- Security Portal for Managing WEBS and DOCS Access

UI Agency Services Secure Sign In:

Password:

Oper ID:

Log In

Internet Browser recommendation - This site works best using MS Internet Explorer (IE).

THIS COMPUTER, THIS COMPUTER NETWORK, ALL COMPUTERS CONNECTED TO THIS NETWORK AND ALL DEVICES AND STORAGE MEDIA ATTACHED TO A COMPUTER ON THIS NETWORK OR NETWORK COMPOSE AN INFORMATION SYSTEM THAT IS THE PROPERTY OF THE DISTRICT OF COLUMBIA GOVERNMENT FOR USE IN CONDUCTING DISTRICT OF COLUMBIA GOVERNMENT BUSINESS.

UNAUTHORIZED OR IMPROPER USE OF THIS SYSTEM MAY RESULT IN DISCIPLINARY ACTION, AS WELL AS, CIVIL AND CRIMINAL PENALTIES.

BY USING THIS INFORMATION SYSTEM YOU UNDERSTAND AND CONSENT TO THE FOLLOWING:
YOU AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL AND DISTRICT LAWS, REGULATIONS, POLICIES AND GUIDELINES. YOU AGREE TO SECURE, PROTECT, AND PREVENT THE UNAUTHORIZED DISCLOSURE OF CUSTOMER INFORMATION. CUSTOMER INFORMATION MAY ONLY BE DISCLOSED AS AUTHORIZED BY FEDERAL AND DISTRICT LAW. THE UNAUTHORIZED DISCLOSURE OF CUSTOMER INFORMATION MAY RESULT IN DISCIPLINARY ACTION, AS WELL AS, CIVIL AND CRIMINAL PENALTIES.

YOU HAVE NO REASONABLE EXPECTATION OF PRIVACY REGARDING ANY COMMUNICATION OR DATA TRANSMITTED OR STORED ON THIS INFORMATION SYSTEM, AT ANY TIME, AND FOR ANY LAWFUL GOVERNMENT PURPOSE, THE GOVERNMENT MAY MONITOR, INTERCEPT, AUDIT, SEARCH AND SEIZE ANY COMMUNICATION OR DATA TRANSMITTED OR STORED ON THIS INFORMATION SYSTEM.

TO PROTECT YOUR SENSITIVE DATA, PLEASE BE SURE TO CLOSE THE BROWSER WHEN YOU ARE FINISHED.

start | Internet | 100% | 9:01 AM

Step Two: **File an Initial UCX Claim**

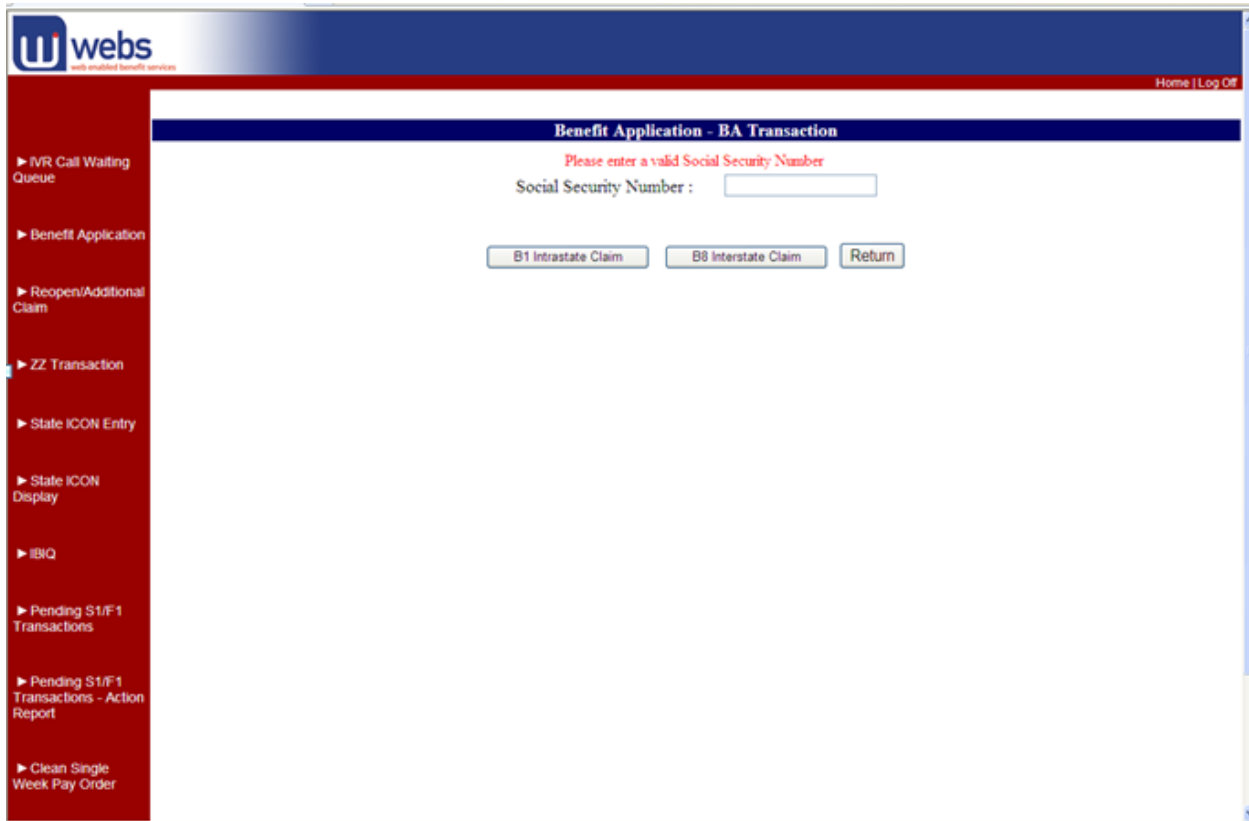
- Claims Examiner will access the Benefit Application screen by clicking on the RIC (Remote Initial Claims Sub-System) link on the home page of WEBS (see below):

The screenshot displays the WEBS Agency Services home page. At the top left is the WEBS logo with the tagline "web-enabled benefit services". The top right corner shows navigation links: "DC Home | Citizen Services | Mayor's Office" and "Home | Log Off". Below the header, the user is logged in as "MOORE-LEE, RYAN". The main content area is titled "Home page" and lists several services:

- [Access Claimant's Account](#)
View information about claimants; update claimant profile information
- [CSR Status](#)
Customer Service Representative Status – includes at a glance Profile Info, Continued Claim forms, and Non Monetary Determination data
- [Access Employer's Account](#)
View Employer Profile and Employer Separation Information entered online
- [Employer Lookup](#)
Search for Employers by Name or FEIN
- [Data Views and Misc Applications](#)
Includes various Read-Only reports and lists for viewing. Also includes numerous applications for managing specific business requirements.
- [Adjudication](#)
Access the Non-Monetary Determinations Sub-System
- [RIC](#)
Access the Remote Initial Claims Sub-System
- [BARTS](#)
Access the Benefit Audit, Reporting and Tracking Sub-System

The "RIC" link is highlighted in red. At the bottom left of the page is the "ON POINT TECHNOLOGY, INC." logo.

- The Benefit Application link prompts the Claims Examiner to input claimant SSN into the available data field (see below):



Step Three: Filing an Intrastate/ Interstate UCX Claim

- Claims Examiner will enter claimant's DD-214 information into the B1 Transaction screen for Intrastate Claims and the B8 Transaction screen for Interstate Claims as applicable (screenshot below is of the B1 Transaction screen for Intrastate Claims).

3/6/2011

Initial Intrastate Claim Information - B1 Transaction

Social Security Number : 012457839 Effective Date : 3/6/2011

Claimant : First Name : <input type="text"/>	MI : <input type="checkbox"/>	Last Name : <input type="text"/>	City : <input type="text" value="Washington"/>
Street : <input type="text"/>	State : <input type="text" value="DC"/>	Zip Code : <input type="text"/>	City : <input type="text"/>
Ward : <input type="text"/>	<input type="button" value="Ward Look Up"/> <input type="button" value="Search"/>	Fips Code : <input type="text" value="11"/> <input type="text" value="001"/>	City : <input type="text"/>
Telephone : <input type="text"/>		Cell : <input type="text"/>	
Email : <input type="text"/>		Password : <input type="text"/>	
Birth Date : Month <input type="text"/> Day <input type="text"/> (Month Day, Year)		Sex : <input type="radio"/> Male <input type="radio"/> Female	
Citizen : <input type="radio"/> Yes <input type="radio"/> No		Permit # : <input type="text" value="A"/>	
Ethnicity : <input type="text" value="Select"/>		Hispanic ? <input type="radio"/> Yes <input type="radio"/> No	
Education : <input type="text" value="Select"/>		Other U-I Comp ? <input type="radio"/> Yes <input type="radio"/> No	
Are/Will receive payment representing - Severance pay ? <input type="radio"/> Yes <input type="radio"/> No		Amount : <input type="text"/>	
Pension ? <input type="radio"/> Yes <input type="radio"/> No		Appropriate Pension Amt : OASI <input type="text"/>	
Military : <input type="text"/>	Other : <input type="text"/>	Civil Services : <input type="text"/>	
Child Support ? <input type="radio"/> Yes <input type="radio"/> No		Child Support State : <input type="text" value="Please select C"/>	
DC Tax ? <input type="radio"/> Yes <input type="radio"/> No		IRS Tax ? <input type="radio"/> Yes <input type="radio"/> No	
Union Recall : <input type="text" value="Select"/>		Recall Date : <input type="text"/>	
Veteran ? <input type="radio"/> Yes <input type="radio"/> No		Discharge Status : <input type="text" value="Select"/>	
Service Start : <input type="text"/>		Discharge Date : <input type="text"/>	
Do you need information about and an application for Dependents Allowance?			<input type="radio"/> Yes <input type="radio"/> No

Step Four: Entering the Claimant's Occupation Information

- Claims Examiner will enter the claimant's job title/ description and click the search link on this screen. Claims examiner will select the most accurate job description ("military" for UCX), and click the next button (see below).

Occupation Information

Please Enter a job title and/or description, then click the search button.
Then select the most accurate job description of the returned query and click Next.

* Job Title (required)

* Job Description (optional)

* Possible Job Matches for: **Claims Examiner**

- 1 - Claims Examiners, Property and Casualty Insurance || Description: Review settled insurance claims to determine that payments and settlements have been made in accordance with company practices and procedures. Report overpayments, underpayments, and other irregularities. Confer with legal counsel on claims requiring litigation.
- 2 - Insurance Adjusters, Examiners, and Investigators || Description: Investigate, analyze, and determine the extent of insurance company's liability concerning personal, casualty, or property loss or damages, and attempt to effect settlement with claimants. Correspond with or interview medical specialists, agents, witnesses, or claimants to compile information. Calculate benefit payments and approve payment of claims within a certain monetary limit.
- 3 - Claims Adjusters, Examiners, and Investigators || Description: Review settled claims to determine that payments and settlements have been made in accordance with company practices and procedures, ensuring that proper methods have been followed. Report overpayments, underpayments, and other irregularities. Confer with legal counsel on claims requiring litigation.
- 4 - Insurance Claims Clerks || Description: Obtain information from insured or designated persons for purpose of settling claim with insurance carrier.
- 5 - Administrative Law Judges, Adjudicators, and Hearing Officers || Description: Conduct hearings to decide or recommend decisions on claims concerning government programs or other government-related matters and prepare decisions. Determine penalties or the existence and the amount of liability, or recommend the acceptance or rejection of claims, or compromise settlements.
- 6 - Eligibility Interviewers, Government Programs || Description: Determine eligibility of persons applying to receive assistance from government programs and agency resources, such as welfare, unemployment benefits, social security, and public housing.
- 7 - Insurance Policy Processing Clerks || Description: Process applications for, changes to, reinstatement of, and cancellation of insurance policies. Duties include reviewing insurance applications to ensure that all questions have been answered, compiling data on insurance policy changes, changing policy records to conform to insured party's specifications, compiling data on lapsed insurance policies to determine automatic reinstatement according to company policies, canceling insurance policies as requested by agents, and verifying the accuracy of insurance company records.
- 8 - Customer Service Representatives || Description: Interact with customers to provide information in response to inquiries about products and services and to handle and resolve complaints.
- 9 - First-Line Supervisors/Managers of Office and Administrative Support Workers || Description: Supervise and coordinate the activities of clerical and administrative support workers.
- 10 - Financial Examiners || Description: Enforce or ensure compliance with laws and regulations governing financial and securities institutions and financial and real estate transactions. May examine, verify correctness of, or establish authenticity of records.
- None of the above describes my job

Step Five: **Selecting Claimant's Last 30-Day Employer or Claim Type**

- If the claimant has been employed by a branch of the armed forces since the beginning of the base period, the Claims Examiner will select the **"UCX Employers"** button on the BC Transaction page (see below). This action will display the **UCX Wage Calculations Page- B6 Transaction Page**.

Initial Claim Employers - BC Transaction

Date: 3/11/2011 3:12:53 PM
 Social Security Number: 123456789
 Claimant Name: DEREK JOHNSON

Account	Employer Name	Address	City	State	Type	Source	Last Employer
<input type="radio"/> 141110	WASHINGTON FIRST BANK	1500 K ST NW	WASHINGTON	DC	UI	Wage File	
<input type="radio"/> 159437	VIVIAN KALAVRITINGOS	3121 CLEVELAND AVE NW	WASHINGTON	DC	UI	Wage File	
<input type="radio"/> 166433	NICOLETTA BATINI	5015 FULTON ST NW	WASHINGTON	DC	UI	Wage File	

Alternate Base Period? Yes No

Step Six: **Enter the Military Employer Information in the UCX Wage Calculations Page – B6 Transaction Page**

- The UCX Wage Calculations Page – B6 Transaction page is used to calculate UCX entitlement. The Claims Examiner enters data on this page, based on copy 4 of Form DD-214 and the claimant’s responses to certain questions. The transaction will automatically determine, based on character of service and the reason for separation from the military, whether the claimant has credible federal service. If the service is credible, this transaction will further determine, based on the pay grade, accrued leave, and days lost, the claimant’s UCX wages (see below).

UCX Wage Calculation - B6 Transaction

SSN : 012457839

Name : JOHNSON TAMES

Branch of Service : Character of Service :

Full Term? : Yes No Valid Separation :

Pay Grade : Active Duty Date :

Discharge Date : Accrued Leave :

Other Claim Filed? : Yes No Date Filed :

Place : Retiree? : Yes No

Vocational Rehab? : Yes No Alternate SSN :

DD214 Copy Number :

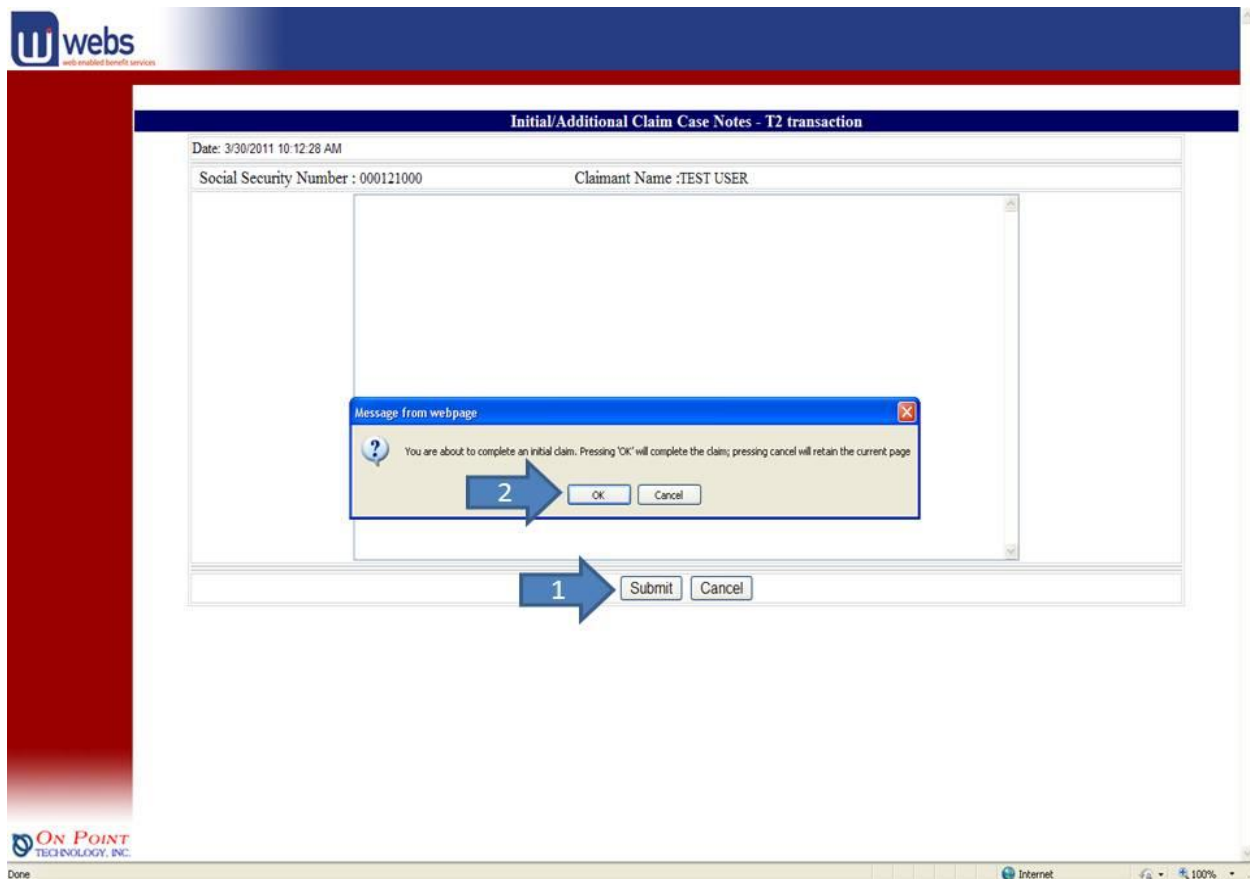
Time Lost

From	To	From	To	From	To
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ON POINT TECHNOLOGY, INC.

Step Seven: **Enter Additional or Supplementary Information Regarding the Case and Submit the UCX Claim**

- On the BC Transaction Page, when the Claims Examiner selects the submit button, a pop-up will display indicating that the Claims Examiner is about to complete the initial claim. Pressing “OK” will complete the claim; pressing cancel will retain the current page (see below).
- After pressing the submit button, the Claims Examiner will see a confirmation page indicating the claim was successfully submitted with the claimant’s SSN , the claimant’s name, and a time stamp for claim submission.



ATTACHMENT A**FCCC PROCESS MESSAGE CODES**

Message#	Narrative	Message generated when...
001	Prior request. Response Pending.	A prior UCX request has been received and a pending record is on file.
002	No control record or DD-214 on file. Response Pending.	A UCX request has been received and a UCX pending record created. (State should use this notice to initiate affidavit using claimant's copy of DD-214.)
003	Pending record deleted.	Confirms the FCCC processing of request to delete a pending record.
004	No control record or DD-214 on file.	Confirms the FCCC processing of a UCFE Type 1 request.
005	No pending record on file to delete.	Notification that the State submitted a Type 6 request to cancel a pending record and no pending record was found on the FCCC file.
006	Control record on file. No DD-214 on file. Response pending.	Generated when a Type 1 UCX request is processed, there is no DD-214 on file with a matching separation date and a pending record is created. There is a Control Record on file with a benefit year in effect or a separation date that falls within the base period of the new claim. A copy of the Control Record is included in the response. (If after a review of the Control Record information it is determined that the claim is inappropriate, send request record Type6 to cancel the pending record.)
007	Wages previously assigned. If subsequent DD214 on file, wages sent.	Sent when the separation date on the incoming request matches the separation date on claims Control Record to explain the source of the wage and separation information provided in the response. The separation date shown in the response will be from the latest DD-214.
008	Narrative reason for separation exceeds 130 characters.	Self Explanatory. When this message is generated, the FCCC will FAX the State agency a copy of the DD-214.
009	Control record on file.	Sent when the separation date on the incoming request matches the separation date on a claims Control Record or the separation date on the Control Record is greater than the base period begin date of the claim. A copy of the Control Record is included in the response.
010	No Control record on file. Wages sent from DD-214.	Sent when the request record is for UCFE and the secondary DD-214 file matching produced a DD-214 with a separation date subsequent to the beginning of

Message#	Narrative	Message generated when...
		the base period of the new claim and there is no UCX control record.
011	Name on request was__.	Sent when there is a claims control record on file under the social security number with a different name from the request. The name on the request is being provided because the response record contains a copy of the Claims Control Record.
012	Control record on file. Prior claim filed since separation date.	Sent for UCX or UCFE requests when a claims control record shows a prior claim filed after the separation date shown on the request.
013	Control record on file for UCX claim.	Sent when a UCFE Type 1 record is received and there is a UCX Control Record on file with a separation date that is after the base period beginning date and/or with a benefit year ending date that is greater than the effective date of the new claim.
014	CCYYQ Branch Wages = Branch wages = ____	Sent when there is more than one DD-214 on file with base period wages from different branches of service in the same quarter. This is a breakout of the wages by branch of service for the quarter for benefit charging purposes.
015	Wages previously assigned.	Sent when there is a wage assignment Control Record on file with a matching separation date to that of a Type 1 the request record or a Control Record from the same State. (Control Records showing the same separation date can be filed by different States because of wage transfers.)
016	Amended Response, wages sent from DD-214.	Sent when a DD-214 is received after the initial response or when a DD-214 is canceled and replaced with another DD-214.
017	Amended Response, DD-215 on file.	Sent when a DD Form 215 is received and there is a claim Control Record on file.
018	Amended Response. FCCC data entry correction.	Sent when the FCCC detects a data entry error to a critical data element that may affect the information previously provided.
019	Claims Control Record deleted.	Sent to confirm a deletion of a claims control record.
020	No Control record to be canceled.	Sent when a record Type 3 is received to delete a Type 2 record and there is no Type 2 record on file.
021	Invalid Control Card Sent	Self-Explanatory.
022	Duplicate Claims Control Record Sent.	Self-Explanatory.

Message#	Narrative	Message generated when...
023	Control Record Accepted.	Generated to confirm receipt of claims Control Record.
024	Wages Previously Assigned. Wages sent from DD-214.	Sent when the separation date on the request matches the separation date on adage assignment Control Record and there is a subsequent DD-214 on file.
025	Claim Control Record on file. Wages sent from DD-214.	Sent when the separation date on the request matches the separation date on acclaim Control Record and there is a subsequent DD-214 on file.
026	Request Record Accepted.	Self Explanatory.
027	Separation date precedes base period begin date.	Sent when the separation date on the request record is before the beginning date of the base period for the claim. If there is a subsequent DD-214 on file with dates that fall within the base period of lag period, the information will be sent.
028	Req sep date MM/DD/YY is different from 214 sep date. Peg rec created.	Sent when there is a DD-214 on file with a date of separation greater than the base period beginning date, but it does not match the date shown on the incoming request record. The separation date from the request is provided because the separation date in field 7of the response is from the Control Record.
029	More than 2 DD-214s on file. Copies of DD-214s being faxed.	Sent when more than 2 DD-214's are on file. UCX wage calculation system and response record format cannot handle more than 2 DD-214's. (Warning flagset)
030	Wages must be reduced by days lost on the DD-214. DD-214 being faxed.	Generated when more than four occurrences of lost days appear on the DD-214. Record format only accommodates four occurrences. The wages provided have not been reduced by the days lost. State will have to make wage reduction adjustment(s). (Warning flag set)
031	First full term unknown. DD-214 being faxed.	Generated when the FCCC is unable to determine if the 1st full term has been completed. The State will have to make a determination upon review of DD Form214 and using the claimant's affidavit/certification, if necessary. (Warning flag set)
032	Character of service not honorable.	Generated when character of service shown in Field 72 is anything other than "HO." (Warning flag set)
033	Used only one of the two SSNs to calculate.	Generated when two SSNs in request record and information is found for one SSN only. (Warning flag set)
034	Unable to calculate wages. DD-214 info provided.	Generated when there is a backdated claim with an effective date that is earlier than the effective date of the earliest military wage table (Schedule of Remuneration) on file.
035	Name on 214 rec is_____.	Generated when there is a different name on the DD-214 record than is on the incoming request. (Warning flag set)

Message#	Narrative	Message generated when...
036	Name on 5616 rec is_____.	Generated when there is a different name on the NOAA 5616 record than is on the incoming request. (Warning flag set)
037	214 names_____.	Generated when there are 2 names on the DD-214 records that are different from the name on the incoming request.(Warning flag set)
038	5616 names_____.	Generated when there are 2 names on the NOAA 56-16 records that are different from the name on the incoming request.(Warning flag set)
039	Amended Response, DD-214 deleted by Military.	Generated when the military deletes a DD-214 and there is no replacement DD-214 sent.
040	Wages previously assigned, need Trans FIPS Identified on Control Rec.	Generated when there is a Type 3 Control Record from a different State with the same separation date on file.
041	Separation pay greater than 99999.99. DD-214 being faxed.	Generated when the Separation Pay field is greater than 99999. The FCCC can only accommodate 5 positions for this field. If the amount is more than 5 positions, this field will be filled with all 9s and the DD-214 will be faxed to the requesting State.

ATTACHMENT B

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY/ DD-214

CAUTION: NOT TO BE USED FOR IDENTIFICATION PURPOSES THIS IS AN IMPORTANT RECORD. SAFEGUARD IT. ANY ALTERATIONS IN SHADED AREAS RENDER FORM VOID

CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY						
This Report Contains Information Subject to the Privacy Act of 1974, As Amended.						
1. NAME (Last, First, Middle)		2. DEPARTMENT, COMPONENT AND BRANCH		3. SOCIAL SECURITY NUMBER		
4a. GRADE, RATE OR RANK	b. PAY GRADE	5. DATE OF BIRTH (YYYYMMDD)	6. RESERVE OBLIGATION TERMINATION DATE (YYYYMMDD)			
7a. PLACE OF ENTRY INTO ACTIVE DUTY		b. HOME OF RECORD AT TIME OF ENTRY (City and state, or complete address if known)				
8a. LAST DUTY ASSIGNMENT AND MAJOR COMMAND			b. STATION WHERE SEPARATED			
9. COMMAND TO WHICH TRANSFERRED			10. SGLI COVERAGE <input type="checkbox"/> NONE AMOUNT: \$			
11. PRIMARY SPECIALTY (List number, title and years and months in specialty. List additional specialty numbers and titles involving periods of one or more years.)		12. RECORD OF SERVICE				
		YEAR(S)	MONTH(S)	DAY(S)		
		a. DATE ENTERED AD THIS PERIOD				
		b. SEPARATION DATE THIS PERIOD				
		c. NET ACTIVE SERVICE THIS PERIOD				
		d. TOTAL PRIOR ACTIVE SERVICE				
		e. TOTAL PRIOR INACTIVE SERVICE				
		f. FOREIGN SERVICE				
		g. SEA SERVICE				
h. INITIAL ENTRY TRAINING						
i. EFFECTIVE DATE OF PAY GRADE						
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service)			14. MILITARY EDUCATION (Course title, number of weeks, and month and year completed)			
15a. COMMISSIONED THROUGH SERVICE ACADEMY				YES	NO	
b. COMMISSIONED THROUGH ROTC SCHOLARSHIP (10 USC Sec. 2107b)				YES	NO	
c. ENLISTED UNDER LOAN REPAYMENT PROGRAM (10 USC Chap. 109) (If Yes, years of commitment: _____)				YES	NO	
16. DAYS ACCRUED LEAVE PAID	17. MEMBER WAS PROVIDED COMPLETE DENTAL EXAMINATION AND ALL APPROPRIATE DENTAL SERVICES AND TREATMENT WITHIN 90 DAYS PRIOR TO SEPARATION			YES	NO	
18. REMARKS						
The information contained herein is subject to computer matching within the Department of Defense or with any other affected Federal or non-Federal agency for verification purposes and to determine eligibility for, and/or continued compliance with, the requirements of a Federal benefit program.						
19a. MAILING ADDRESS AFTER SEPARATION (Include ZIP Code)			b. NEAREST RELATIVE (Name and address, include ZIP Code)			
20. MEMBER REQUESTS COPY 6 BE SENT TO (Specify state/locality)			OFFICE OF VETERANS AFFAIRS		YES	NO
a. MEMBER REQUESTS COPY 3 BE SENT TO THE CENTRAL OFFICE OF THE DEPARTMENT OF VETERANS AFFAIRS (WASHINGTON, DC)					YES	NO
21.a. MEMBER SIGNATURE	b. DATE (YYYYMMDD)	22.a. OFFICIAL AUTHORIZED TO SIGN (Typed name, grade, title, signature)		b. DATE (YYYYMMDD)		

DD FORM 214, AUG 2009

PREVIOUS EDITION IS OBSOLETE.

MEMBER - 1

Adobe Professional 8.0

INSTRUCTIONS: INCLUDE ON THIS SHEET ALL PROJECTSWITH A 51% HIRING REQUIREMENT AND WHICH WERE ACTIVE DURING FY17 AND FY19 TO DATE; COMBINE JAN-JUNE AND JULY-DEC PROJECTS ON THIS SHEET. PLEASE FILL OUT THIS ENTIRE TABLE. PLEASE CHECK/CONFIRM OR FILL IN THE SHADED CELLS, AS APPROPRIATE. SHADED CELLS WITH TEXT IN THEM PREVIOUSLY HAD INCONSISTENCIES OR DO NOT REFLECT WHAT WAS DISCUSSED AT THE MARCH 15 HEARING (E.G. IF ALL PROJECTS ARE "ACTIVE"). EMPTY CELLS WERE EITHER NOT FILLED IN IN THE ORIGINAL VERSION, OR ARE NEW COLUMNS. PLEASE WRITE IN CELL K THE DATE THAT THE DATA REPRESENTS (EITHER A RANGE OR A SPECIFIC DATE ON WHICH THIS DATA WAS ACCURATE).

DATE OF DATA: _____

Table with columns A through S. Headers include Contracting Agency, Company Name, Project Name, ANC, Project Contract Amount, Employer Contract Amount, Estimated (or Actual) Start Date, Estimated (or Actual) End Date, Agreement Status, Hours Requirements Cumulative or Subcontractor, # of Candidates DOES Sent for Interviews, Total # of New Hires, # of DC-resident New Hires, Was contractor fully compliant? (Y/N), Was non Compliant Letter Sent? (Y/N), If Yes, Date Non-Compliant Letter Sent, Waiver Request Submitted by contractor? (Y/N), Waiver Request Granted? (Y/N), If Request Granted, Reason for Granting.

Q086 c -FS Agreements.xlsx Projects with 51% New Hires Requirements

Q086 c First Source projects

Office of Zoning	IUDD FIRE PROTECTION LLC	901 H Street		\$111,166,002.00	\$1,100,000.00	4/10/2017	10/16/2019	Active	N/A			0	0	NA	NA	NA	NA	NA	NA
Office of Zoning	Kone, Inc.	901 H Street		\$111,166,002.00	\$1,399,000.00	4/1/2018	8/1/2018	Active	N/A			0	0	NA	NA	NA	NA	NA	NA
Office of Zoning	Long Contractor, Incorporated	901 H Street		\$111,166,002.00	\$125,000.00	8/1/2017	8/1/2018	Active	N/A			3	3	NA	NA	NA	NA	NA	NA
Office of Zoning	Moretrench American Corporation	901 H Street		\$111,166,002.00	\$1,094,405.00	1/17/2017	12/31/2017	Active	N/A			3	3	NA	NA	NA	NA	NA	NA
Office of Zoning	Parcel Seven Associates, LLC	901 H Street		\$111,166,002.00	\$11,116,600,200.00	2/14/2017	11/12/2019	Relinquished	N/A			0	0	NA	NA	NA	NA	NA	NA
Office of Zoning	Schnabel Foundation Company	901 H Street		\$111,166,002.00	\$2,120,820.00	11/1/2016	9/1/2017	Active	N/A			21	11	NA	NA	NA	NA	NA	NA
Office of Zoning	Strittmatter Metro, LLC	901 H Street		\$111,166,002.00	\$2,650,000.00	11/3/2016	11/3/2019	Active	N/A			4	2	NA	NA	NA	NA	NA	NA
Office of Zoning	Target Sheet Metal, Inc	901 H Street		\$111,166,002.00	\$2,411,640.00	3/1/2018	3/1/2019	Active	N/A			8	0	NA	NA	NA	NA	NA	NA
Office of Zoning	United General Contractors, Inc.	901 H Street		\$111,166,002.00	\$1,972,685.00	10/1/2018	3/31/2019	Active	N/A			0	0	NA	NA	NA	NA	NA	NA
Office of Zoning	WCS Construction	901 H Street		\$111,166,002.00	\$111,166,002.00	11/1/2016	11/1/2019	Active	N/A			0	0	NA	NA	NA	NA	NA	NA
Office of Zoning	Wings Enterprises, Inc.	901 H Street		\$111,166,002.00	\$1,185,875.00	6/26/2017	6/1/2018	Active	N/A			4	1	NA	NA	NA	NA	NA	NA
Office of Zoning	WOODLAWN MECHANICAL CONTRACTORS	901 H Street		\$111,166,002.00	\$7,000,000.00	11/26/2016	11/26/2019	Active	N/A			1	1	NA	NA	NA	NA	NA	NA
												144	74						
DHCD	Continental Construction, Inc.	Archer Park Apartments		\$4,500,000.00	\$203,000.00	9/1/2016	9/30/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
DHCD	D.H. Kim Enterprises, Inc.	Archer Park Apartments		\$4,500,000.00	\$1,609,147.00	7/1/2016	9/30/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
DHCD	District Electrical Services, Inc.	Archer Park Apartments		\$4,500,000.00	\$2,680,000.00	9/1/2015	9/1/2017	CloseOut	N/A			7	5	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Dowd Contracting Corporation	Archer Park Apartments		\$4,500,000.00	\$400,000.00	7/15/2015	12/31/2015	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Floor Systems of DC LLC	Archer Park Apartments		\$4,500,000.00	\$772,500.00	10/1/2016	5/1/2017	CloseOut	N/A			1	1	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Kone, Inc.	Archer Park Apartments		\$4,500,000.00	\$538,000.00	9/15/2016	9/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
DHCD	LP Roofing	Archer Park Apartments		\$4,500,000.00	\$495,000.00	7/1/2016	1/2/2017	CloseOut	N/A			3	3	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Oak Tree Masonry	Archer Park Apartments		\$4,500,000.00	\$1,050,000.00	3/1/2016	12/1/2016	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
DHCD	OHCS, LLC	Archer Park Apartments		\$4,500,000.00	\$1,138,623.00	9/1/2015	9/15/2016	CloseOut	N/A			3	3	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Open Market Energy, LLC	Archer Park Apartments		\$4,500,000.00	\$712,884.00	9/1/2015	9/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Strittmatter Metro, LLC	Archer Park Apartments		\$4,500,000.00	\$1,535,000.00	6/1/2015	6/1/2016	CloseOut	N/A			5	3	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Suncatch Energy, LLC	Archer Park Apartments		\$4,500,000.00	\$95,000.00	5/14/2017	6/14/2018	CloseOut	N/A			3	3	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Tristar Associates, LLC	Archer Park Apartments		\$4,500,000.00	\$1,678,577.00	10/9/2015	10/1/2016	CloseOut	N/A			8	4	Y	N/A	N/A	N/A	N/A	N/A
DHCD	Tristar Associates, LLC-Vertical	Archer Park Apartments		\$4,500,000.00	\$2,473,000.00	10/9/2015	10/1/2016	CloseOut	N/A			27	10	No	In Process	N/A	N/A	N/A	N/A
DHCD	Washington Sprinkler Company	Archer Park Apartments		\$4,500,000.00	\$470,000.00	9/1/2015	9/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
DHCD	WCS Construction	Archer Park Apartments		\$4,500,000.00	\$4,500,000.00	9/1/2015	9/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
												57	32	Y					
Office of Zoning	C&G Cleaning , LLC	Art Place at Fort Totten		\$116,596,000.00	\$171,502.00	2/1/2017	6/1/2017	CloseOut	N/A			2	2	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Advanced Caulking & Waterproofing, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$175,000.00	12/1/2015	1/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Advanced Fire Protection Systems	Art Place at Fort Totten		\$116,596,000.00	\$1,449,000.00	6/1/2015	4/1/2017	CloseOut	N/A			1	1	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	ALLIANCE SHADING & CONTROLS 1 LLC	Art Place at Fort Totten		\$116,596,000.00	\$225,861.00	1/26/2017	3/31/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Arco Welding, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$310,000.00	3/21/2016	1/20/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	C&G Carpentry Services, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$370,000.00	6/1/2015	4/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Chesapeake Siding	Art Place at Fort Totten		\$116,596,000.00	\$295,000.00	6/1/2016	1/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Closet Interiors Plus, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$373,000.00	9/1/2016	5/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Commercial Energy Systems	Art Place at Fort Totten		\$116,596,000.00	\$200,000.00	9/1/2016	12/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Custom Ornamental Iron, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$3,260,000.00	6/1/2015	4/1/2017	CloseOut	N/A			1	0	N	N/A	N/A	N/A	N/A	N/A
Office of Zoning	CW Construction	Art Place at Fort Totten		\$116,596,000.00	\$427,664.00	5/30/2016	12/30/2016	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	DGI Menard , Inc	Art Place at Fort Totten		\$116,596,000.00	\$1,925,000.00	11/24/2014	6/2/2015	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	F pinto construction inc	Art Place at Fort Totten		\$116,596,000.00	\$194,041.00	10/16/2016	5/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Foulger-Pratt Contracting, LLC	Art Place at Fort Totten		\$116,596,000.00	\$116,596,000.00	6/1/2014	4/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Goldin & Stafford, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$2,130,000.00	6/1/2014	8/1/2015	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Gordon Contractors, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$3,670,000.00	6/1/2014	5/31/2017	CloseOut	N/A			1	1	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Granite America, LLC	Art Place at Fort Totten		\$116,596,000.00	\$440,000.00	3/1/2016	12/1/2016	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Inspiration Plumbing	Art Place at Fort Totten		\$116,596,000.00	\$5,475,000.00	5/1/2015	4/1/2017	CloseOut	N/A			13	6	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	JM Quality Services LLC	Art Place at Fort Totten		\$116,596,000.00	\$880,000.00	11/1/2015	3/24/2017	CloseOut	N/A			1	1	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Kone, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$1,764,000.00	4/1/2016	6/30/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Lach Tile & Marble, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$690,000.00	6/1/2014	6/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Lorton Stone, LLC	Art Place at Fort Totten		\$116,596,000.00	\$812,152.00	9/1/2016	1/31/2017	CloseOut	N/A			2	0	N	N/A	N/A	N/A	N/A	N/A
Office of Zoning	M.C. Dean, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$474,000.00	11/1/2015	7/1/2015	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Manganaro Midatlantic, LLC	Art Place at Fort Totten		\$116,596,000.00	\$12,580,000.00	8/1/2015	12/31/2015	CloseOut	N/A			87	16	N	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Metro Painters, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$1,474,400.00	1/1/2016	4/1/2017	CloseOut	N/A			1	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Mid Atlantic Air of DC, LLC	Art Place at Fort Totten		\$116,596,000.00	\$6,936,024.00	9/1/2014	6/1/2016	CloseOut	N/A			1	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Power Design, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$116,596.00	6/1/2014	4/1/2017	CloseOut	N/A			3	2	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Professional Applicators	Art Place at Fort Totten		\$116,596,000.00	\$409,000.00	6/1/2014	5/31/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Ranger Specialized Glass, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$12,550,000.00	2/1/2016	3/1/2017	CloseOut	N/A			29	16	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	RB Hinkle Construction, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$840,000.00	6/1/2015	4/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Ruppert Landscape	Art Place at Fort Totten		\$116,596,000.00	\$2,850,000.00	9/2/2016	9/30/2017	CloseOut	N/A			8	5	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Schnabel Foundation Co	Art Place at Fort Totten		\$116,596,000.00	\$850,000.00	5/1/2014	2/29/2016	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Schuster Concrete Construction	Art Place at Fort Totten		\$116,596,000.00	\$27,850,000.00	2/1/2015	2/22/2016	CloseOut	N/A			9	2	N	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Tibbs Paving, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$380,000.00	2/1/2016	6/1/2016	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Total Civil Construction	Art Place at Fort Totten		\$116,596,000.00	\$1,115,000.00	6/1/2014	10/13/2015	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Wood Creations, Inc.	Art Place at Fort Totten		\$116,596,000.00	\$465,388.00	3/1/2016	5/1/2017	CloseOut	N/A			0	0	Y	N/A	N/A	N/A	N/A	N/A

										159	52	UNDER ZONING NOT AUTHORIZED TO PENALIZE					
DMPED	Absolute Builders, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$525,700.00	6/1/2017	2/1/2018	Active	N/A		11	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	ADJ Sheet Metal, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$739,000.00	7/1/2018	10/31/2019	Active	N/A		5	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	ADJ Sheet Metal, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$739,000.00	1/1/2018	10/31/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	BALFOUR BEATTY CONSTRUCTION DC LLC	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$81,787,045.00	4/1/2016	7/30/2018	Active	N/A		11	3	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	CAPITAL Construction Group, LLC	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$160,000.00	9/15/2016	12/15/2017	Relinquished	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Chesapeake Sprinkler Company	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$624,100.00	9/1/2016	8/31/2017	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Chiaromonte Construction Company	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$2,390,500.00	11/7/2016	1/15/2018	Active	N/A		6	6	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Chiaromonte Construction Company	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$2,390,500.00	11/7/2016	1/15/2018	Active	N/A		12	11	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Continental Construction, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$506,800.00	11/27/2018	11/27/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	D. Byorick Steel Inc.	Capitol Crossing- 200 Massachusetts Ave	\$92,337,849.00	\$2,762,205.00	11/1/2015	7/31/2017	Active	N/A		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Del Metro, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$474,300.00	2/1/2017	10/31/2018	Active	N/A		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Dynalectric Company	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$6,341,500.00	7/2/2016	7/2/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	GOODWIN BROTHERS SHADES & SPECIALTIES	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$1,457,120.00	7/15/2017	4/13/2019	Active	N/A		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	James Myers Company, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$92,337,849.00	\$2,078,000.00	2/1/2016	2/1/2020	Active	N/A		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Lorton Stone, LLC	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$802,838.00	2/1/2017	12/30/2017	Active	N/A		20	4	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Moretrench American Corporation	Capitol Crossing- 200 Massachusetts Ave	\$92,337,849.00	\$717,636.00	7/1/2016	12/30/2016	Active	N/A		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Old Dominion Insulation Inc	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$444,150.00	12/16/2016	12/1/2020	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Otis Elevator Company	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$3,635,000.00	1/27/2017	12/31/2017	Active	N/A		5	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Permaesteelisa North America	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$18,314,000.00	2/12/2016	4/20/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Prospect Waterproofing Co.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$1,444,000.00	12/12/2016	2/1/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	RH Steel Erectors, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$1,790,000.00	8/8/2016	6/24/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Schnabel Foundation Company	Capitol Crossing- 200 Massachusetts Ave	\$92,337,849.00	\$7,800,000.00	3/1/2016	1/31/2018	Active	N/A		8	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Trusted Solutions Group, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$761,556.00	8/1/2017	12/31/2017	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	W Concrete, Inc	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$909,239.00	7/1/2016	7/30/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	W.E. Bowers & Associates, Inc.	Capitol Crossing- 200 Massachusetts Ave	\$81,787,045.00	\$7,950,000.00	2/2/2016	10/1/2019	Active	N/A		45	1	N/A	N/A	N/A	N/A	N/A	N/A
										152	26						
DMPED	American Automatic Sprinkler Company, Inc.	Car Barn - Training Center	\$6,055,303.80	\$144,500.00	12/1/2015	12/31/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Atlas Manufacturing, Inc.	Car Barn - Training Center	\$6,055,303.80	\$295,000.00	8/3/2015	8/1/2016	Completed	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Banker Steel Company	Car Barn - Training Center	\$6,055,303.80	\$1,210,000.00	9/1/2014	9/1/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Diverse Masonry Corporation	Car Barn - Training Center	\$6,055,303.80	\$645,000.00	9/1/2015	9/1/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Fredericksburg Glass & Mirror, Inc.	Car Barn - Training Center	\$6,055,303.80	\$1,700,000.00	12/15/2015	6/1/2016	Completed	Per Subcontractor		3	2	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Gordon Contractors, Inc.	Car Barn - Training Center	\$6,055,303.80	\$875,000.00	5/28/2015	10/1/2016	Completed	Per Subcontractor		2	2	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Joseph J. Magnolia, Inc.	Car Barn - Training Center	\$6,055,303.80	\$2,400,000.00	5/1/2015	5/1/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Kone, Inc.	Car Barn - Training Center	\$6,055,303.80	\$141,000.00	4/4/2016	12/30/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	McCullough Construction, LLC	Car Barn - Training Center	\$6,055,303.80	\$6,055,303.80	2/1/2015	12/16/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Metro Mechanical Contractors, LLC	Car Barn - Training Center	\$6,055,303.80	\$231,000.00	8/1/2015	8/1/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Summit Construction, Inc.	Car Barn - Training Center	\$6,055,303.80	\$525,755.00	8/1/2015	12/1/2015	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Superior Iron Works, Inc.	Car Barn - Training Center	\$6,055,303.80	\$590,000.00	6/1/2015	5/1/2016	Completed	Per Subcontractor		12	1	No	No	No	N/A	N/A	N/A
Cumulative Hiring Statistics										18	3						
OCP	CATHOLIC CHARITIES OF ARCHDIOCESE OF WASHINGTON, INC	CHILDREN RESPONSE MOBILE CRISIS SERVICES/CATHOLIC		\$2,148,768.00	3/15/2015	3/1/2020	ACTIVE	Per Employer		30	13	N	Y	Nov-16	N/A	N/A	N/A
OCP	Health Services for Children with Special Needs	CHILDREN WITH SPECIAL NEEDS		\$43,161,769.70	7/1/2015	6/30/2020	ACTIVE	Per Employer		10	2	N	Y	8/8/2018	N	N	N/A
DMPED	American Automatic Sprinkler Company, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$1,228,000.00	9/25/2017	1/4/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	AmeriPod, LLC	City Center DC (The Hotel)	\$157,078,481.00	\$8,564,983.00	5/23/2016	5/23/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	AMT, LLC	City Center DC (The Hotel)	\$157,078,481.00	\$118,800.00	2/10/2017	1/4/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Anchor Construction Corporation	City Center DC (The Hotel)	\$157,078,481.00	\$910,000.00	6/10/2016	8/31/2018	Active	Per Subcontractor		7	4	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Ark Construction Group, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$17,838,064.00	12/16/2016	1/1/2016	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Baker DC, LLC	City Center DC (The Hotel)	\$157,078,481.00	\$21,218,000.00	2/10/2017	1/3/2018	Active	Per Subcontractor		163	60	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Berkel & Company Contractors, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$1,995,120.00	6/10/2016	2/2/2017	Active	Per Subcontractor		4	2	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Cap8 Doors & Hardware	City Center DC (The Hotel)	\$157,078,481.00	\$312,825.00	2/10/2017	12/12/2018	Active	Per Subcontractor		12	12	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	CB Flooring, LLC	City Center DC (The Hotel)	\$157,078,481.00	\$685,000.00	6/10/2016	10/30/2018	Inactive	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Continental Construction, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$1,088,000.00	7/1/2018	1/1/2020	Active	Per Subcontractor		4	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Davenport Commercial	City Center DC (The Hotel)	\$157,078,481.00	\$158,000.00	6/1/2017	10/3/2017	Active	Per Subcontractor		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	E-Landscape Specialty Solutions, LLC	City Center DC (The Hotel)	\$157,078,481.00	\$197,539.00	8/1/2018	8/1/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Genco Masonry, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$669,100.00	10/1/2019	1/31/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Goel Services, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$1,554,443.00	12/1/2018	12/1/2019	Active	Per Subcontractor		8	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Helix Electric, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$12,721,040.00	12/16/2016	1/4/2019	Active	Per Subcontractor		40	11	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	J&W Caulking Applicators, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$149,000.00	2/10/2017	1/4/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	JCM Associates, Inc.	City Center DC (The Hotel)	\$157,078,481.00	\$8,200,000.00	12/1/2016	12/1/2018	Active	Per Subcontractor		12	5	N/A	N/A	N/A	N/A	N/A	N/A

DMPED	JOHNSON-LANCASTER AND ASSOCIATES, INC.	City Center DC (The Hotel)		\$157,078,481.00	\$3,460,385.00	3/1/2018	10/30/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Kensington Glass Arts Inc.	City Center DC (The Hotel)		\$157,078,481.00	\$1,916,010.00	5/21/2018	10/16/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Lach Tile & Marble, Inc.	City Center DC (The Hotel)		\$157,078,481.00	\$1,295,000.00	5/20/2016	10/15/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Manganaro Midatlantic, LLC	City Center DC (The Hotel)		\$157,078,481.00	\$7,713,000.00	1/1/2018	1/1/2019	Active	Per Subcontractor		1	1	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	MEMCO, Inc.	City Center DC (The Hotel)		\$157,078,481.00	\$5,362,129.00	6/1/2017	8/29/2017	Inactive	Per Subcontractor		6	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	MORAN COVENTRY LIGHTING ASSOCIATES	City Center DC (The Hotel)		\$157,078,481.00	\$117,500.00	9/22/2017	12/31/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Moretrench American Corporation	City Center DC (The Hotel)		\$157,078,481.00	\$582,776.00	7/15/2016	8/25/2016	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Otis Elevator Company	City Center DC (The Hotel)		\$157,078,481.00	\$3,368,100.00	6/10/2017	1/8/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Pantera Management Group LLC	City Center DC (The Hotel)		\$157,078,481.00	\$202,100.00	6/10/2016	12/31/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Precision Doors & Hardware, LLC	City Center DC (The Hotel)		\$157,078,481.00	\$1,292,060.00	12/6/2016	1/4/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Prospect Waterproofing Co.	City Center DC (The Hotel)		\$157,078,481.00	\$2,781,966.00	11/1/2016	11/5/2018	Active	Per Subcontractor		17	17	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Roubin & Janeiro of Virginia, Inc.	City Center DC (The Hotel)		\$157,078,481.00	\$2,378,100.00	6/10/2017	8/1/2018	Canceled	Per Subcontractor		9	5	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Ruppert Landscape	City Center DC (The Hotel)		\$157,078,481.00	\$2,077,551.00	4/5/2018	9/16/2018	Inactive	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Siemens Industry, Inc.	City Center DC (The Hotel)		\$157,078,481.00	\$1,254,074.00	6/10/2016	8/24/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Sparkle Painting Company, Inc.	City Center DC (The Hotel)		\$157,078,481.00	\$986,355.00	9/1/2017	1/4/2019	Active	Per Subcontractor		1	1	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Steel Fab	City Center DC (The Hotel)		\$157,078,481.00	\$5,480,000.00	10/20/2016	12/30/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Steel Office Interiors, Inc.	City Center DC (The Hotel)		\$157,078,481.00	\$304,495.98	8/31/2018	2/1/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Strittmatter Metro, LLC	City Center DC (The Hotel)		\$157,078,481.00	\$2,450,000.00	6/10/2016	12/1/2016	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Turner Construction Company	City Center DC (The Hotel)		\$157,078,481.00	\$157,078,481.00	6/1/2015	12/29/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	TSI Exterior Wall Systems	City Center DC (The Hotel)		\$157,078,481.00	\$16,589,553.00	6/30/2016	12/29/2017	Active	Per Subcontractor		7	4	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	W Concrete, Inc	City Center DC (The Hotel)		\$157,078,481.00	\$975,000.00	11/1/2016	3/1/2018	Active	Per Subcontractor		6	6	N/A	N/A	N/A	N/A	N/A	N/A	
	Cumulative Hiring Statistics										298	129							
CFSA	GEORGIA AVENUE FAMILY SUPPORT COLLABORATIVE	Community Based Child Welfare Services_GEORGIA AVENUE FAMILY SUPPORT COLLABORATIVE			\$1,408,890.84	10/1/2015	9/30/2020	ACTIVE	Per Employer		13	11	Y				N/A	N/A	N/A
OCP	LIMNO-TECH INCORPORATED	Consolidated Total Maximum Daily Load Implementation Plan and Revised Monitoring Plan			\$749,435.00	6/9/2017	6/9/2018	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DBH	WOODLEY HOUSE	CROSSING PLACE			\$721,874.00	10/1/2015	9/30/2019	Active	Per Employer		20	8	N	Y		12/7/2016	N	N/A	N/A
DCPS	DC CENTRAL KITCHEN	CULINARY JOB TRAINING			\$350,000.00	10/1/2015	OPTION YR.	TRAINING/GRANT	Per Employer		13	10	Y		N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Fort Myer Construction Corporation	DC Bar		\$27,537,647.00	\$674,000.00	3/1/2017	4/1/2018	Active	Per Subcontractor		2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Tidewater Glazing, Inc.	DC Bar		\$27,537,647.00	\$4,919,800.00	3/16/2017	8/31/2017	Active	Per Subcontractor		11	7	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Harvey-Cleary	DC Bar		\$27,537,647.00	\$27,537,647.00	6/9/2016	12/19/2017	Inactive	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	J.E Richards Inc	DC Bar		\$27,537,647.00	\$1,885,000.00	6/1/2016	12/1/2017	Active	Per Subcontractor		5	4	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	The Anderson Company, LLC	DC Bar		\$27,537,647.00	\$650,000.00	6/9/2016	12/19/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Diverse Masonry Corporation	DC Bar		\$27,537,647.00	\$273,000.00	2/1/2017	4/30/2018	Active	Per Subcontractor		4	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Schindler Elevator Corporation	DC Bar		\$27,537,647.00	\$988,000.00	4/1/2017	11/1/2017	Active	Per Subcontractor		2	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Gordon Contractors, Inc.	DC Bar		\$27,537,647.00	\$659,300.00	6/9/2016	2/28/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Pillar Construction, Inc.	DC Bar		\$27,537,647.00	\$157,200.00	6/1/2017	6/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Rugo Stone, LLC	DC Bar		\$27,537,647.00	\$466,500.00	6/9/2016	12/19/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Miller and Long DC	DC Bar		\$27,537,647.00	\$5,675,000.00	6/1/2016	12/31/2017	Active	Per Subcontractor		9	5	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Miller and Long Inc	DC Bar		\$27,537,647.00	\$921,806.20	10/1/2016	4/30/2017	Active	Per Subcontractor		9	6	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Office of Surveyor Alley Closing	Azteca Contractors, Inc.	DC Bar		\$27,537,647.00	\$878,100.00	6/9/2016	12/29/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Cumulative Hiring Statistics										42	24							
DGS	NATIONAL SERVICE CONTRACTORS	DCAM-14-NC-01798-SNOW AND ICE REMOVAL AND PRETREATMENT SERVICES		\$700,000.00	\$700,000.00	2/1/2015	0/3/01/2016	IDIQ	Per Employer		26	20	Y		N/A	N/A	N/A	N/A	N/A
OCP	Midtown Personnel, Inc.	DCCR-2013-B-6907-TEMPORARY SUPPORT SERVICES			\$338,945.00	5/10/2013	5/9/2014	ACTIVE	Per Employer		201	121	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Intralot Inc.	DCLB			\$18,000,000.00	3/30/2010	3/31/2020	IDIQ	Per Employer		9	2	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OCP	CTI Consultants, Inc.	DCRA-Certified Combination Inspectors			\$748,800.00	12/10/2012	9/30/2019	IDIQ	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DBH	Deaf Reach	DEAF-REACH			\$315,346.60	10/1/2014	9/1/2019	ACTIVE	Per Employer		8	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
DHCF	DELMARVA FOUNDATION FOR MEDICAL CARE, INC	DHCF-STATE PLAN PERSONAL CARE AID (PCA) BENEFIT-LTC			\$3,480,114.03	7/16/2014	8/1/2019	MOBIS/RELINQUISH	Per Employer		25	10	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Vermont Energy Investment Corporation	DISTRICT OF COLUMBIA SUSTAINABLE ENERGY UTILITY			\$20,000,000.00	11/1/2016	10/30/2020	ACTIVE	Per Employer		11	8	N/A	N/A	N/A	N/A	N/A	N/A	N/A

OCP	THE GEORGE WASHINGTON	DOH/GWU PUBLIC HEALTH ACADEMIC PARTNERSHIP FOR HIV/AIDS		\$970,000.00	10/1/2014	9/30/2019	ACTIVE	Per Employer		2	2	N/A	N/A	N/A	N/A	N/A	N/A	
CFSa	Seraaj Family Home, Inc.	FAMILY BASED FOSTER CARE SERVICES_Seraaj Family Home, Inc.		\$8,421,345.00	10/1/2016	9/30/2017	Active	Per Employer		1	0	Yes	N/A	N/A	N/A	N/A	N/A	
DPW	First Vehicle Services, Inc.	Fleet Maintenance		\$18,660,682.00	5/1/2013	6/1/2019	Active	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A	
DCPS	DC CENTRAL KITCHEN	FOOD SERVICE MAINTENANCE		\$515,000.00	6/1/2015	5/1/2020	Active	Per Employer		2	2	N/A	N/A	N/A	N/A	N/A	N/A	
DCPS	SODEXOMAGIC, LLC	FOOD SERVICE MANAGEMENT		\$38,265,859.89	7/1/2016	6/30/2020	Active	Per Employer		16	15	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	ADMIRAL SECURITY SERVICES	FORMER CONVENTION CENTER SITE REDEVELOPMENT (the SITE)	\$1,589,790.00	\$1,589,790.00	9/1/2011	8/1/2014	NON-ACTIVE	Per Employer		22	8	N	Yes		8/12/2016	N	N	N/A
DMPED	U STREET PARK AMERICA	FORMER CONVENTION CENTER SITE REDEVELOPMENT (the SITE) 2 U STREET PARK AMERICA	\$180,000.00	\$180,000.00	10/1/2013	10/1/2014	OLD LAW/ACTIVE	Per Employer		5	2	N/A	N/A	N/A	N/A	N/A	N/A	
DBH	GOOD HOPE INSTITUTE	GOOD HOPE INSTITUTE		\$450,000.00	4/16/2014	5/1/2019	Active	Per Employer		5	1	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	DISTRICT DOGS INC	Great Street Grant Program FY2017 2		\$45,000.00	4/20/2015	12/31/2019	Active	Per Employer		3	2	N/A	N/A	N/A	N/A	N/A	N/A	
DGS	NATIONAL SERVICE CONTRACTORS	GROUND MAINTENANCE SERVICES		\$1,177,802.00	4/20/2015	6/1/2020	Active	Per Employer		28	21	N/A	N/A	N/A	N/A	N/A	N/A	
OCP	COMMUNITY BRIDGE, INC.	GROUNDS MAINTENANCE SERVICES		\$2,022,791.00	4/20/2015	6/1/2016	Active	Per Employer		2	2	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Advanced Power Control, Inc.	Hines Project South Side	\$116,470,000.00	\$818,000.00	8/1/2016	11/30/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	AIW, Inc.	Hines Project South Side	\$116,470,000.00	\$3,453,000.00	1/4/2016	1/31/2018	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	B. Frank Joy	Hines Project South Side	\$116,470,000.00	\$463,000.00	2/1/2016	12/31/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Broughton Construction Company, LLC	Hines Project South Side	\$116,470,000.00	\$134,877.00	7/22/2016	1/22/2017	Completed	Per Subcontractor		4	2	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	CEI Composite Materials	Hines Project South Side	\$116,470,000.00	\$230,000.00	9/1/2016	11/30/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Celtic Demolition	Hines Project South Side	\$116,470,000.00	\$332,000.00	6/1/2015	7/15/2015	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Chapel Valley Landscape Company	Hines Project South Side	\$116,470,000.00	\$1,100,000.00	10/3/2016	12/29/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Clark Construction Group, LLC	Hines Project South Side	\$116,470,000.00	\$116,470,000.00	3/1/2015	6/1/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Diverse Masonry Corporation	Hines Project South Side	\$116,470,000.00	\$8,500,000.00	7/4/2016	1/31/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Emmitsburg Glass	Hines Project South Side	\$116,470,000.00	\$4,420,000.00	6/1/2016	12/30/2016	Completed	Per Subcontractor		3	3	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Fort Myer Construction Corporation	Hines Project South Side	\$116,470,000.00	\$324,899.00	7/1/2016	9/30/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	GLB Tile & Marble Co.	Hines Project South Side	\$116,470,000.00	\$430,000.00	10/31/2016	4/28/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Heat Tape Solutions, Inc	Hines Project South Side	\$116,470,000.00	\$107,317.00	6/1/2016	6/30/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Iron Fabrication Services, Inc.	Hines Project South Side	\$116,470,000.00	\$733,000.00	12/1/2015	12/1/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	ISEC, Inc.	Hines Project South Side	\$116,470,000.00	\$982,300.00	6/1/2016	4/30/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	I&W Caulking Applicators, Inc.	Hines Project South Side	\$116,470,000.00	\$328,000.00	9/1/2016	6/1/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Material Distributor, Inc.	Hines Project South Side	\$116,470,000.00	\$179,000.00	9/1/2016	6/30/2017	Completed	Per Subcontractor		6	3	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	MCW Solutions, LLC	Hines Project South Side	\$116,470,000.00	\$130,594.00	8/3/2016	9/30/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Mid Atlantic Air of DC, LLC	Hines Project South Side	\$116,470,000.00	\$12,900,000.00	11/1/2015	6/1/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Miller & Long Company, Inc.	Hines Project South Side	\$116,470,000.00	\$2,715,000.00	12/1/2015	8/31/2016	Completed	Per Subcontractor		6	6	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Miller and Long DC, Inc	Hines Project South Side	\$116,470,000.00	\$19,350,000.00	12/1/2015	8/31/2016	Completed	Per Subcontractor		21	12	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Modern Mosaic LTD	Hines Project South Side	\$116,470,000.00	\$1,629,800.00	4/1/2016	1/31/2017	Completed	Per Subcontractor		6	3	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Narman West LLC	Hines Project South Side	\$116,470,000.00	\$834,000.00	8/1/2016	6/30/2017	Completed	Per Subcontractor		2	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	NCF Interiors a division of Lakota Contracting, Inc.	Hines Project South Side	\$116,470,000.00	\$2,350,000.00	11/1/2016	3/31/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Otis Elevator Company	Hines Project South Side	\$116,470,000.00	\$3,500,000.00	12/1/2015	6/1/2017	Completed	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Overhead Door Company of Washington, DC	Hines Project South Side	\$116,470,000.00	\$179,060.00	8/1/2016	12/30/2016	Completed	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Pillar Construction, Inc.	Hines Project South Side	\$116,470,000.00	\$6,163,000.00	6/1/2016	3/1/2017	Completed	Per Subcontractor		38	21	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Power Design, Inc.	Hines Project South Side	\$116,470,000.00	\$8,725,750.00	7/15/2015	7/1/2017	Completed	Per Subcontractor		10	6	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Precision Wall Tech, Inc.	Hines Project South Side	\$116,470,000.00	\$960,000.00	3/1/2016	6/30/2017	Completed	Per Subcontractor		12	7	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Regional Contracting Services	Hines Project South Side	\$116,470,000.00	\$118,374.00	6/1/2015	1/31/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Schindler Elevator Corporation	Hines Project South Side	\$116,470,000.00	\$181,000.00	6/10/2010	6/30/2017	Completed	Per Subcontractor		2	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Southern Aquatics	Hines Project South Side	\$116,470,000.00	\$257,703.00	11/1/2016	1/31/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A	
DMPED	Strittmatter Metro, LLC	Hines Project South Side	\$116,470,000.00	\$2,775,000.00	7/1/2015	3/1/2016	Completed	Per Subcontractor		8	6	N/A	N/A	N/A	N/A	N/A	N/A	
	Cumulative Hiring Statistics									122	69							
DBH	SOME	JORDAN HOUSE CRISIS STABILIZATION PROGRAM		\$732,838.00	10/1/2011	9/30/2019	ACTIVE	Per Employer		14	8	N/A	N/A	N/A	N/A	N/A	N/A	
OCP	Enlightened Inc.	JUSTIS V TECHNICAL SUPPORT SERVICES		\$1,500,000.00	12/23/2011	12/1/2016	MOBIS/RELINQUISHE	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A	
CFSa	Leading Age Inc.	LEADING AGE		\$500,000.00	12/1/2010	6/15/2016	DC BOND/RELINQUIS	Per Employer		52	20	N/A	N/A	N/A	N/A	N/A	N/A	

OCP	AmeriHealth Caritas District of Columbia	Managed Care Organization		\$451,903,276.00	5/1/2013	9/30/2017	ACTIVE	Per Employer		70	61	Y	N	N/A	N/A	N/A	N/A
DHCF	MedStar Family Choice	Managed Care Organization_MedStar Family Choice		\$600,000,000.00		10/1/2018	Active/SERVICE	Per Employer		6	2	N/A	N/A	N/A	N/A	N/A	N/A
DBH	ANCHOR MENTAL HEALTH ASSOCIATION, INC.	MENTAL HEALTH AND REHABILITATION SERVICE_ ANCHOR MENTAL HEALTH ASSOCIATION, INC.		\$535,100.00	10/1/2014	9/30/2019	Active/TRAINING PRO	Per Employer		75	32	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	PSI FAMILY SERVICES	MENTAL HEALTH AND REHABILITATION SERVICE_PSI FAMILY SERVICES	\$3,066,000.00	\$1,197,460.00	10/1/2015	9/30/2019	Active	Per Employer		23	7	N/A	N/A	N/A	N	N/A	N/A
DBH	CONTEMPORARY FAMILY SERVICES	Mental Health Services		\$910,200.00	8/15/2016	8/1/2019	Active	Per Employer		13	12	N/A	N/A	N/A	N/A	N/A	N/A
DBH	Community Connections	MHRS_2_Community Connections		\$1,615,830.02	10/1/2015	9/30/2016	ACTIVE	Per Employer		172	57	N/A	N/A	N/A	N/A	N/A	N/A
OCP	HOUSING COUNSELING SERVICES	NBA HOUSING SERVICES		\$1,595,000.00	10/1/2016	9/30/2019	ACTIVE	Per Employer		14	7	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Medical Transportation Management, Inc	Non Emergency Transportation Services Broker		\$31,590,865.05	3/15/2014	4/1/2019	ACTIVE	Per Employer		20	6	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	MILESTONE THERAPEUTIC SERVICES	OCCUPATIONAL AND PHYSICAL THERAPY SERVICES_MILESTONE THERAPEUTIC SERVICES		\$2,000,000.00	8/1/2014	6/19/2019	ACTIVE	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	FLEETPRO INC	OSSE BUS FLEET MAINTENANCE		\$900,000.00	4/1/2014	4/20/2019	MOBIS/RELINQUISHE	Per Employer		3	3	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Anchor Construction Corporation	Parcel O	\$110,000,000.00	\$837,700.00	8/1/2016	11/1/2017	Active	N/A		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	AH Beck Foundation Company, Inc	Parcel O	\$110,000,000.00	\$2,376,261.00	12/12/2016	6/30/2017	Completed	N/A		6	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Baker DC, LLC	Parcel O	\$110,000,000.00	\$18,600,000.00	6/6/2016	11/9/2018	Active	N/A		64	26	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Bolimec Construction	Parcel O	\$110,000,000.00	\$400,000.00	4/23/2018	6/8/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Brothers Mechanical, Inc.	Parcel O	\$110,000,000.00	\$3,060,000.00	6/6/2016	11/19/2018	Active	N/A		1	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	CAMERON BUILDING ENVELOPE SPECIALISTS LL	Parcel O	\$110,000,000.00	\$449,000.00	6/6/2016	11/9/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Clark Construction Group, LLC	Parcel O	\$110,000,000.00	\$110,000,000.00	6/6/2016	11/9/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Clark Foundations, LLC	Parcel O	\$110,000,000.00	\$2,835,000.00	7/1/2016	10/31/2017	Completed	N/A		7	4	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Commonwealth Wall Systems, LLC	Parcel O	\$110,000,000.00	\$5,675,000.00	12/4/2018	10/10/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Crown Cabinets, LLC	Parcel O	\$110,000,000.00	\$162,209.00	6/6/2016	11/9/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Engineered Construction Products, LTD	Parcel O	\$110,000,000.00	\$10,631,887.00	2/1/2018	10/1/2020	Active	N/A		3	3	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	GOODWIN BROTHERS SHADES & SPECIALTIES	Parcel O	\$110,000,000.00	\$419,000.00	3/1/2018	6/30/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Gordon Contractors, Inc.	Parcel O	\$110,000,000.00	\$855,000.00	6/6/2016	11/9/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Hyde Concrete	Parcel O	\$110,000,000.00		6/1/2018	7/31/2018	Hold	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Kensington Glass Arts Inc.	Parcel O	\$110,000,000.00	\$490,000.00	4/7/2017	11/9/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Kone, Inc.	Parcel O	\$110,000,000.00	\$1,000,000.00	9/1/2017	9/1/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	L'Arte Della Cucina	Parcel O	\$110,000,000.00		1/1/2018	1/1/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Miscellaneous Metals, Inc.	Parcel O	\$110,000,000.00	\$1,573,000.00	6/6/2016	11/9/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Moretrench American Corporation	Parcel O	\$110,000,000.00	\$1,670,000.00	2/28/2017	7/31/2018	Active	N/A		5	3	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Otis Elevator Company	Parcel O	\$110,000,000.00	\$539,500.00	3/1/2018	12/11/2018	Active	N/A		1	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Power Design, Inc.	Parcel O	\$110,000,000.00	\$8,482,000.00	6/6/2016	11/9/2018	Active	N/A		6	3	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Precision Wall Tech, Inc.	Parcel O	\$110,000,000.00	\$350,175.00	1/1/2018	1/1/2019	Active	N/A		2	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	R.V. Careys Plumbing Heating, Inc.	Parcel O	\$110,000,000.00	\$5,000,000.00	6/6/2016	11/9/2018	Active	N/A		2	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Regional Contracting Services	Parcel O	\$110,000,000.00	\$1,957,483.00	3/1/2018	12/1/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	RELIABLE INSTALLATION SERVICES LLC	Parcel O	\$110,000,000.00		2/1/2018	4/1/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	S A COMUNALE CO INC	Parcel O	\$110,000,000.00	\$1,068,000.00	4/1/2018	10/31/2018	Active	N/A		2	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Speedy Gonzalez Plumbing Inc.	Parcel O	\$110,000,000.00	\$328,650.00	9/1/2017	9/1/2018	Active	N/A		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Synergi, LLC	Parcel O	\$110,000,000.00	\$530,000.00	9/22/2016	8/12/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	The Anderson Company, LLC	Parcel O	\$110,000,000.00	\$2,019,000.00	7/13/2016	7/1/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	United General Contractors, Inc.	Parcel O	\$110,000,000.00	\$1,507,426.00	1/1/2018	12/1/2018	Active	N/A		2	2	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	United Masonry Incorporated of Virginia	Parcel O	\$110,000,000.00	\$1,643,000.00	4/26/2017	4/26/2018	Active	N/A		48	23	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Universal Stones, Inc.	Parcel O	\$110,000,000.00	\$259,891.00	4/1/2018	12/30/2018	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	Collaborative Solutions for Communities	PARENT EDUCATION AND SUPPORT PROJECT		\$600,000.00	10/1/2016	9/30/2019	ACTIVE	Per Employer		151	68						
DBH	THE FOUNDATION FOR CONTEMPORARY MENTAL HEALTH	PIDARC/NEXT STEP		\$89,936,740.00	10/1/2014	9/30/2019	ACTIVE	Per Employer		24	15	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	ACProducts, Inc.	Plaza West	\$55,000,000.00	\$495,710.00	11/15/2018	2/10/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	AIW, Inc.	Plaza West	\$55,000,000.00	\$932,000.00	1/1/2017	2/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Bayside Fire Protection	Plaza West	\$55,000,000.00	\$720,000.00	2/1/2017	3/12/2018	Active	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Bradleigh Applications, Inc.	Plaza West	\$55,000,000.00	\$985,000.00	4/1/2016	5/22/2018	Active	Per Subcontractor		10	2	N/A	N/A	N/A	N/A	N/A	N/A

Q086 c -FS Agreements.xlsx Projects with 51% New Hires Requirements

Q086 c First Source projects

DHCD	CB Flooring, LLC	Plaza West		\$55,000,000.00	\$399,195.00	7/1/2017	5/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Churchville Tile and Marble	Plaza West		\$55,000,000.00	\$505,000.00	2/1/2018	5/1/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Continental Construction, Inc.	Plaza West		\$55,000,000.00	\$1,004,000.00	4/11/2016	3/12/2018	Active	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Custom Glass Services, Inc.	Plaza West		\$55,000,000.00	\$3,450,000.00	5/21/2017	5/3/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	D.H. Kim Enterprises, Inc.	Plaza West		\$55,000,000.00	\$510,000,300.00	0208-06-01	6/1/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Facchina Construction Company, Inc.	Plaza West		\$55,000,000.00	\$10,925,000.00	8/25/2016	5/11/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Goldin & Stafford, Inc.	Plaza West		\$55,000,000.00	\$1,017,000.00	4/11/2016	3/12/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	GT Contracting Corporation	Plaza West		\$55,000,000.00	\$119,000.00	4/11/2017	5/1/2018	Active	Per Subcontractor		3	2	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Integrated Contracting, Inc.	Plaza West		\$55,000,000.00	\$6,912,000.00	9/26/2016	4/20/2018	Active	Per Subcontractor		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	J.E Richards Inc	Plaza West		\$55,000,000.00	\$5,425,000.00	2/1/2017	7/12/2017	Active	Per Subcontractor		36	15	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	James G. Davis Construction Corporation	Plaza West		\$55,000,000.00	\$55,000,000.00	4/11/2016	3/12/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	James Myers Company, Inc.	Plaza West		\$55,000,000.00	\$1,475,000.00	8/31/2016	2/1/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Lane Construction Corporation	Plaza West		\$55,000,000.00	\$10,516,250.00	11/1/2016	8/29/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Manganaro Midatlantic, LLC	Plaza West		\$55,000,000.00	\$3,075,000.00	2/1/2017	10/31/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Mars Construction, LLC	Plaza West		\$55,000,000.00	\$6,200,000.00	4/1/2017	5/1/2018	Active	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	McDonough Elevators Sales & Rentals	Plaza West		\$55,000,000.00	\$131,437.00	8/17/2018	7/18/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Otis Elevator Company	Plaza West		\$55,000,000.00	\$695,000.00	7/1/2016	3/30/2018	Active	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Plaza West, LLC	Plaza West		\$55,000,000.00	\$4,512,106.00	10/31/2015	10/31/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Precision Wall Tech, Inc.	Plaza West		\$55,000,000.00	\$548,000.00	6/1/2017	3/31/2016	Active	Per Subcontractor		5	1	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Rockville Interiors & Fabrics	Plaza West		\$55,000,000.00	\$124,800.00	6/1/2018	6/1/2019	Active	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Seal Caulking & Waterproofing, LLC	Plaza West		\$55,000,000.00	\$320,000.00	8/14/2017	12/30/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Steele Foundation, LLC	Plaza West		\$55,000,000.00	\$55,000,000.00	2/1/2017	3/12/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
																		In process of closing out project to determined compliance.
DHCD	AES Electrical Inc. DBA Freestate Electrical Constru	Portner Place Wing A		\$32,693,194.00	\$2,925,000.00	4/26/2016	5/25/2018	Active	Per Subcontractor		10	6	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	AIW, Inc.	Portner Place Wing A		\$32,693,194.00	\$1,040,000.00	7/7/2016	3/12/2018	Active	Per Subcontractor		0	0						
DHCD	Appliance Replacement	Portner Place Wing A		\$32,693,194.00	\$163,000.00	3/21/2018	8/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Capital Insulation Services of Maryland	Portner Place Wing A		\$32,693,194.00	\$182,000.00	0017-03-12	8/1/2017	Active	Per Subcontractor		0	0						
DHCD	Clark Concrete Contractors, LLC	Portner Place Wing A		\$32,693,194.00	\$5,223,800.00	11/1/2016	4/1/2017	Active	Per Subcontractor		5	3	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Clark Construction Group, LLC	Portner Place Wing A		\$32,693,194.00	\$32,693,194.00	3/15/2016	9/30/2016	Active	Per Subcontractor		0	0						
DHCD	Clark Foundations, LLC	Portner Place Wing A		\$32,693,194.00	\$590,000.00	7/25/2016	10/31/2016	Active	Per Subcontractor		2	2	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Continental Construction, Inc.	Portner Place Wing A		\$32,693,194.00	\$720,000.00	1/26/2017	3/12/2018	Active	Per Subcontractor		5	0						
DHCD	Continental Fire Sprinkler Company	Portner Place Wing A		\$32,693,194.00	\$32,693,194.00	1/26/2017	3/12/2018	Active	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Dynamic Contracting, Inc.	Portner Place Wing A		\$32,693,194.00	\$2,430,000.00	2/1/2017	2/28/2018	Active	Per Subcontractor		24	13						
DHCD	First Choice Masonry, Inc.	Portner Place Wing A		\$32,693,194.00	\$1,812,000.00	7/1/2016	3/12/2018	Active	Per Subcontractor		22	5	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Fort Myer Construction Corporation	Portner Place Wing A		\$32,693,194.00	\$537,000.00	4/1/2016	9/30/2017	Active	Per Subcontractor		0	0						
DHCD	Freestate Electrical Construction Company	Portner Place Wing A		\$32,693,194.00	\$2,925,000.00	4/26/2016	5/16/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Genesis Steel Services	Portner Place Wing A		\$32,693,194.00	\$469,840.00	7/7/2016	3/16/2018	Active	Per Subcontractor		22	2						
DHCD	Gordon Contractors, Inc.	Portner Place Wing A		\$32,693,194.00	\$1,013,000.00	11/1/2016	3/12/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	HS Solutions, LLC	Portner Place Wing A		\$32,693,194.00	\$254,000.00	7/7/2016	3/12/2018	Active	Per Subcontractor		0	0						
DHCD	J&W Caulking Applicators, Inc.	Portner Place Wing A		\$32,693,194.00	\$32,693,194.00	7/7/2016	3/12/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	J. Roberts, Inc.	Portner Place Wing A		\$32,693,194.00	\$520,000.00	9/12/2016	1/30/2018	Active	Per Subcontractor		0	0						
DHCD	MAGNA CONSTRUCTION & MAINTENANCE SE	Portner Place Wing A		\$32,693,194.00	\$525,500.00	7/7/2016	3/12/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Merit Commercial Windows	Portner Place Wing A		\$32,693,194.00	\$803,000.00	4/1/2017	9/30/2017	Active	Per Subcontractor		1	1						
DHCD	NCF Interiors a division of Lakota Contracting, Inc.	Portner Place Wing A		\$32,693,194.00	\$645,000.00	1/26/2017	3/12/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Otis Elevator Company	Portner Place Wing A		\$32,693,194.00	\$356,000.00	7/1/2016	3/1/2018	Active	Per Subcontractor		2	0						
DHCD	Precision Wall Tech, Inc.	Portner Place Wing A		\$32,693,194.00	\$450,000.00	7/7/2016	3/12/2018	Active	Per Subcontractor		6	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Ruppert Landscape	Portner Place Wing A		\$32,693,194.00	\$410,000.00	7/7/2016	3/12/2018	Active	Per Subcontractor		0	0						
DHCD	TBN Associates Inc	Portner Place Wing A		\$32,693,194.00	\$197,400.00	7/7/2016	3/12/2018	Active	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	The Anderson Company, LLC	Portner Place Wing A		\$32,693,194.00	\$795,000.00	1/26/2017	7/1/2017	Active	Per Subcontractor		0	0						
DHCD	The Berg Corporation	Portner Place Wing A		\$32,693,194.00	\$205,075.00	5/9/2016	6/14/2016	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	The Miller Clapperton Partnership	Portner Place Wing A		\$32,693,194.00	\$645,000.00	1/26/2017	3/12/2018	Active	Per Subcontractor		0	0						
DHCD	Utility Systems C&E, LLC	Portner Place Wing A		\$32,693,194.00	\$142,000.00	10/1/2016	12/31/2016	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	W.G.TOMKO INC	Portner Place Wing A		\$32,693,194.00	\$3,800,000.00	7/7/2016	3/12/2018	Active	Per Subcontractor		6	1	In process of closing out project to determined compliance.					
DHCD	ALTA Waterproofing, LLC	Portner Place Wing B		\$64,000,000.00	\$184,050.00	4/30/2018	4/20/2019	Active	Per Subcontractor		5	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Atlantic Aluminum Products	Portner Place Wing B		\$64,000,000.00	\$561,350.00	4/18/2018	11/15/2018	Active	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Anchor Construction Corporation	Portner Place Wing B		\$64,000,000.00	\$130,000.00	8/8/2016	6/24/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Brothers Mechanical, Inc.	Portner Place Wing B		\$64,000,000.00	\$4,860,000.00	2/2/2017	4/30/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Chapel Valley Landscape Company	Portner Place Wing B		\$64,000,000.00	\$512,500.00	11/1/2017	10/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Clark Concrete Contractors, LLC	Portner Place Wing B		\$64,000,000.00	\$32,693,194.00	9/1/2016	6/1/2018	Active	Per Subcontractor		7	4	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Clark Construction Group, LLC	Portner Place Wing B		\$64,000,000.00	\$10,000,000.00	2/21/2017	6/24/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Clark Foundations, LLC	Portner Place Wing B		\$64,000,000.00	\$1,350,000.00	8/20/2016	12/20/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Custom Engineered Opening, Inc.	Portner Place Wing B		\$64,000,000.00	\$940,000.00	8/1/2016	9/30/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Emmitsburg Glass Company	Portner Place Wing B		\$64,000,000.00	\$4,050,000.00	6/5/2017	6/1/2018	Active	Per Subcontractor		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Floors, Etc.	Portner Place Wing B		\$64,000,000.00	\$63,844,406.00	5/1/2018	8/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	GOODWIN BROTHERS SHADES & SPECIALTIES	Portner Place Wing B		\$64,000,000.00	\$159,775.00	1/1/2018	3/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A

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DHCD	Gordon Contractors, Inc.	Portner Place Wing B	\$64,000,000.00	\$1,102,920.00	5/1/2017	6/24/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Granite America, LLC	Portner Place Wing B	\$64,000,000.00	\$494,000.00	3/28/2017	3/28/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	J&W Caulking Applicators, Inc.	Portner Place Wing B	\$64,000,000.00	\$63,844,406.00	8/8/2016	6/24/2018	Active	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Manganaro Midatlantic, LLC	Portner Place Wing B	\$64,000,000.00	\$63,844,406.00	5/1/2018	8/31/2018	Active	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Material Distributor, Inc.	Portner Place Wing B	\$64,000,000.00	\$129,000.00	8/8/2016	6/24/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Overhead Door Company of Washington, DC	Portner Place Wing B	\$64,000,000.00	\$115,425.00	1/1/2018	1/1/2019	Active	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Precision Wall Tech, Inc.	Portner Place Wing B	\$64,000,000.00	\$635,000.00	8/8/2017	6/15/2018	Active	Per Subcontractor		2	1	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Power Design, Inc.	Portner Place Wing B	\$64,000,000.00	\$6,277,600.00	8/8/2016	6/24/2018	Active	Per Subcontractor		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Ted Turner Company, Inc.	Portner Place Wing B	\$64,000,000.00	\$133,000.00	1/25/2016	7/24/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	The Anderson Company, LLC	Portner Place Wing B	\$64,000,000.00	\$980,000.00	8/1/2016	7/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	The Berlin Steel Construction Company	Portner Place Wing B	\$64,000,000.00	\$1,575,000.00	8/8/2016	6/24/2018	Active	Per Subcontractor		5	3	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	The Miller Clapperton Partnership	Portner Place Wing B	\$64,000,000.00	\$63,844,406.00	8/8/2018	9/30/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	United General Contractors, Inc.	Portner Place Wing B	\$64,000,000.00	\$1,045,450.00	3/1/2018	12/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	VIKA Capitol, LLC	Portner Place Wing B	\$64,000,000.00	\$45,500.00	2/10/2017	7/12/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Wolf Fire Protection, Inc.	Portner Place Wing B	\$64,000,000.00	\$586,000.00	1/9/2017	6/24/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
																	In process of closing out project to determined compliance.
OCP	Hope Village Inc.	PRE-RELEASE COMMUNITY CORRECTIONAL CENTER		\$981,850.05	7/1/2014	6/30/2015	ACTIVE	Per Employer		27	15	N/A	N/A	N/A	N/A	N/A	N/A
OCP	BRAILS福德 & DUNLAVEY	PROGRAM MANAGEMENT-DC PUBLIC SCHOOL/DEPT OF PARKS & RECREATION/JV CALLED DCPEP	\$495,510.00	\$600,000.00	9/30/2014	9/30/2015	IDIQ/Complete	Per Employer		3	1	Yes	N/A	N/A	N/A	N/A	N/A
OCP	LIBERTY HEALTHCARE CORP	PROVIDER CERTIFICATION REVIEWS		\$1,003,952.01	5/8/2015	11/7/2015	ACTIVE	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
DOT	C&D TREE SERVICE	PRUNING SERVICES/MOBIS		\$2,275,000.00	10/1/2014	10/1/2015	ACTIVE	Per Employer		28	3	N/A	N/A	N/A	N/A	N/A	N/A
OCP	CATHOLIC CHARITIES OF ARCHDIOCESE OF WASHINGTON, INC	PSHP CASE MANAGEMENT SERVICES		\$3,117,707.72	5/28/2015	5/27/2016	ACTIVE	Per Employer		28	6	N/A	N/A	N/A	N/A	N/A	N/A
DHCF	QUALIS HEALTH/SEATTLE WASHINGTON	QUALITY IMPROVEMENT ORGANIZATION		\$18,000,000.00	2/1/2014	2/1/2016	ACTIVE	Per Employer		29	4	N/A	N/A	N/A	N/A	N/A	N/A
OCP	RCM OF WASHINGTON	RCM OF WASHINGTON		\$862,874.06	10/1/2014	9/30/2015	ACTIVE	Per Employer		261	121	N/A	N/A	N/A	N/A	N/A	N/A
DBH	SOME	RECOVERY SUPPORT SERVICES/THEA BOWMAN		\$485,715.00	10/1/2015	9/30/2016	ACTIVE	Per Employer		147	90	Yes	Y	N/A	N/A	N/A	N/A
CFSA	THE FAMILY RECOVERY PROGRAM	RECOVERY SUPPORT SPECIALIST		\$483,146.00	7/1/2014	7/1/2015	ACTIVE	Per Employer		8	1	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	SAFE SHORES	SAFE SHORES/CAC GRANT		\$900,000.00	10/1/2014	9/30/2019	ACTIVE	Per Employer		7	3	N/A	N/A	N/A	N/A	N/A	N/A
DCPS	K. Neal International Trucks	SCHOOL BUS MAINTENANCE		\$950,000.00	9/4/2017	9/3/2018	ACTIVE	Per Employer		7	2	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Miscellaneous Metals, Inc.	Shops at Dakota Crossing/Phase 3	\$31,275,232.00	\$259,324.00	7/15/2016	2/1/2017	Completed	Per Subcontractor		2	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	L.F. Jennings, Inc.	Shops at Dakota Crossing Phase 3	\$31,275,232.00	\$31,275,232.00	11/2/2015	2/28/2017	Completed	Per Subcontractor		10	7	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Orndorff & Spaid, Inc.	Shops at Dakota Crossing Phase 3	\$31,275,232.00	\$458,315.00	4/29/2016	2/28/2017	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	District Electrical Services, Inc.	Shops at Dakota Crossing Phase 3	\$31,275,232.00	\$1,124,000.00	5/9/2016	2/28/2017	Completed	Per Subcontractor		14	3	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Joseph J. Magnolia, Inc.	Shops at Dakota Crossing Phase 3	\$31,275,232.00	\$2,576,000.00	12/1/2015	5/31/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Dynamic Contracting, Inc.	Shops at Dakota Crossing Phase 3	\$31,275,232.00	\$1,244,000.00	4/4/2016	11/30/2016	Completed	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
		Cumulative Hiring Statistics								26	10						
CFSA	CARE.COM	SHORT TERM CHILDCARE SERVICES		\$500,000.00	9/2/2014	4/30/2015	ACTIVE	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Anchor Construction Corporation	Skyland Town Center - Phase 2	\$30,611,278.00	\$6,640,000.00	7/1/2015	8/10/2019	Active	N/A		21	9	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Bohler Engineering VA, LLC	Skyland Town Center - Phase 2	\$30,611,278.00	\$259,598.00	8/1/2015	12/8/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	District Electrical Services, Inc.	Skyland Town Center - Phase 2	\$30,611,278.00	\$204,095.00	6/1/2015	6/1/2017	Inactive	N/A		3	2	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	L.F. Jennings, Inc.	Skyland Town Center - Phase 2	\$30,611,278.00	\$30,611,278.00	6/1/2015	6/1/2017	Relinquished	N/A		2	2	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	RB Hinkle Construction, Inc.	Skyland Town Center - Phase 2	\$30,611,278.00	\$1,240,664.00	7/1/2015	8/10/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Strittmatter Metro, LLC	Skyland Town Center - Phase 2	\$30,611,278.00	\$6,174,953.00	6/1/2015	8/10/2019	Active	N/A		11	1	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Admiral Construction, LLC	SOME Benning Road	\$17,947,789.00	\$422,841.00	10/1/2017	10/1/2018	Relinquished	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Atlas Welding & Fabrication, Inc	SOME Benning Road	\$17,947,789.00	\$1,076,464.00	12/15/2016	4/15/2018	Active	Per Subcontractor		32	17	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	BARR Concrete	SOME Benning Road	\$17,947,789.00	\$5,448,440.00	6/1/2016	11/15/2017	Active	Per Subcontractor		10	9	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Benning Residential, LLC	SOME Benning Road	\$17,947,789.00	\$17,947,789.00	4/1/2015	4/1/2017	Relinquished	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Bradleigh Applications, Inc.	SOME Benning Road	\$17,947,789.00	\$534,311.00	2/1/2017	11/30/2017	Active	Per Subcontractor		7	4	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	CAMPBELL GIBBONS & ASSOCIATES INC	SOME Benning Road	\$17,947,789.00	\$595,000.00	5/1/2017	12/1/2017	Active	Per Subcontractor		8	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Chesapeake Electrical Systems, Inc.	SOME Benning Road	\$17,947,789.00	\$2,763,298.00	4/1/2016	12/18/2017	Active	Per Subcontractor		39	8	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	CINDELL CONSTRUCTION CO INC	SOME Benning Road	\$17,947,789.00	\$2,669,070.00	11/16/2015	11/15/2017	Active	Per Subcontractor		12	12	N/A	N/A	N/A	N/A	N/A	N/A

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DHCD	Cochran & Mann, Inc.	SOME Benning Road	\$17,947,789.00	\$742,906.00	9/1/2017	9/1/2018	Active	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Goldin & Stafford, Inc.	SOME Benning Road	\$17,947,789.00	\$586,100.00	12/1/2015	12/1/2016	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	JMP Concrete Construction Inc.	SOME Benning Road	\$17,947,789.00	\$498,124.00	2/1/2017	11/15/2017	CloseOut	Per Subcontractor		4	3	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Joseph J. Magnolia, Inc.	SOME Benning Road	\$17,947,789.00	\$5,660,810.00	1/4/2016	10/1/2017	Active	Per Subcontractor		8	4	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Kalkreuth Roofing & Sheet Metal, Inc.	SOME Benning Road	\$17,947,789.00	\$1,086,271.00	11/1/2016	11/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Kone, Inc.	SOME Benning Road	\$17,947,789.00	\$692,271.00	4/1/2017	4/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Bozzuto Contractors, Inc.	SOME Benning Road	\$17,947,789.00	\$17,947,789.00	11/16/2015	11/15/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Steele Foundation, LLC	SOME Benning Road	\$17,947,789.00	\$598,800.00	12/1/2015	12/1/2016	Active	Per Subcontractor		7	4	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Telligent Masonry, LLC	SOME Benning Road	\$17,947,789.00	\$788,366.00	1/1/2017	7/1/2018	Active	Per Subcontractor		35	17	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Unified Door and Hardware Group LLC	SOME Benning Road	\$17,947,789.00	\$513,349.00	10/1/2017	10/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	United General Contractors, Inc.	SOME Benning Road	\$17,947,789.00	\$615,694.00	3/1/2017	11/15/2017	Active	Per Subcontractor		23	2	N/A	N/A	N/A	N/A	N/A	N/A
DHCD	Washington Sprinkler Company	SOME Benning Road	\$17,947,789.00	\$320,240.00	8/1/2016	8/1/2018	Active	Per Subcontractor		3	2	N/A	N/A	N/A	N/A	N/A	N/A
<i>In process of closing out project to determined compliance.</i>																	
DGS	Millennium Pool Service, LLC	SPRAY PARK MAINTENANCE AND REPAIRS		\$863,000.00	3/1/2016	3/1/2019	ACTIVE	Per Employer		13	4	N/A	N/A	N/A	N/A	N/A	N/A
DBH	RAP, INC.	SUBSTANCE ABUSE TREATMENT SERVICES		\$1,400,000.00	10/1/2015	9/30/2019	ACTIVE	Per Employer		88	59	N/A	N/A	N/A	N/A	N/A	N/A
DBH	HUMILITY OUTREACH MISSIONARY MINISTRIES	SUPPORTED RESIDENCE SERVICES_HUMILITY OUTREACH MISSIONARY MINISTRIES		\$987,872.50	10/1/2014	Option Year	Active	Per Employer		9	8	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Integrated Community Services, Inc.	TEMPORARY PCA STAFFING SERVICES		\$900,000.00	4/4/2014	4/1/2019	ACTIVE	Per Employer		22	12	N/A	N/A	N/A	N/A	N/A	N/A
OCP	NRI, INC.	TEMPORARY PERSONNEL SUPPORT SERVICES		\$707,574.40	2/23/2015	2/4/2020	ACTIVE	Per Employer		58	21	N/A	N/A	N/A	N/A	N/A	N/A
DBH	J&E Associates, Inc.	TEMPORARY STAFFING FOR BEHAVIORAL HEALTH NURSING SERVICES/TWO		\$408,363.82	4/1/2016	4/1/2017	ACTIVE	Per Employer		4	2	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Midtown Personnel, Inc.	TEMPORARY STAFFING SERVICES_Midtown Personnel, Inc.		\$1,225,224.00	10/1/2015	9/30/2020	ACTIVE/Temp. Service	Per Employer		201	121	N/A	N/A	N/A	N/A	N/A	N/A
OCP	CSI CORPORATION OF DC	Temporary Support Services_CSI CORPORATION OF DC		\$950,000.00	8/1/2015	8/1/2016	ACTIVE	Per Employer		29	24	N/A	N/A	N/A	N/A	N/A	N/A
OCP	KRA Corporation	TEP JOB PLACEMENT ACTIVITIES		\$4,390,767.00	1/27/2016	1/26/2017	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
OCP	KRA Corporation	TEP WORK READINESS ACTIVITIES		\$6,525,645.00	1/27/2016	1/26/2017	Active	Per Employer		12	4	N/A	N/A	N/A	N/A	N/A	N/A
IRB	The Catholic University of America	THE CATHOLIC UNIVERSITY OF AMERICA		\$50,000,000.00	11/1/2015	11/1/2020	Active	Per Employer		270	76	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Advanced Architectural	The Edison at Gateway Market	\$43,588,300.00	\$2,120,000.00	12/9/2016	4/1/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Advanced Window, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$1,615,000.00	11/1/2016	5/1/2017	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Agility Construction, LLC	The Edison at Gateway Market	\$43,588,300.00	\$2,720,000.00	8/15/2016	1/31/2017	Active	Per Employer		4	2	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	AGM Contracting Inc.	The Edison at Gateway Market	\$43,588,300.00	\$800,000.00	10/1/2016	4/25/2017	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Baker DC, LLC	The Edison at Gateway Market	\$43,588,300.00	\$5,930,000.00	11/12/2015	5/1/2016	Active	Per Employer		9	2	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Capitol Insulation Services of Maryland	The Edison at Gateway Market	\$43,588,300.00	\$260,000.00	4/15/2017	8/15/2017	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	C&G Carpentry Services, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$368,000.00	8/1/2016	8/1/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	C. H. Edwards, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$459,000.00	11/1/2017	11/1/2018	Relinquished	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	CB Flooring, LLC	The Edison at Gateway Market	\$43,588,300.00	\$695,000.00	8/1/2015	8/1/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Chesapeake Sprinkler Company	The Edison at Gateway Market	\$43,588,300.00	\$730,000.00	3/1/2016	1/31/2017	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Dynalectric Company	The Edison at Gateway Market	\$43,588,300.00	\$3,730,000.00	11/6/2015	6/30/2016	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Gordon Contractors, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$885,000.00	3/21/2016	4/1/2016	Active	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Hercules Fence	The Edison at Gateway Market	\$43,588,300.00	\$174,000.00	2/1/2017	8/1/2018	CloseOut	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Iron Fabrication Services, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$835,000.00	2/1/2016	2/1/2017	Active	Per Employer		3	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	James G. Davis Construction Corporation	The Edison at Gateway Market	\$43,588,300.00	\$43,588,300.00	8/5/2015	5/12/2017	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Kone, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$656,500.00	12/1/2016	9/1/2017	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	KraIn Building Services	The Edison at Gateway Market	\$43,588,300.00	\$280,000.00	8/1/2016	5/1/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Lach Tile & Marble, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$405,000.00	1/1/2017	6/1/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	National Cable Construction, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$142,378.00	12/1/2016	2/28/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Normac Kitchens, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$510,000.00	7/1/2016	7/1/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Potomac Architectural Millwork Corporation	The Edison at Gateway Market	\$43,588,300.00	\$292,000.00	1/1/2017	2/28/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Potomac Construction Company, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$1,020,000.00	11/9/2015	1/31/2016	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Precision Wall Tech, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$540,000.00	10/10/2016	8/31/2017	CloseOut	Per Employer		9	8	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Schnabel Foundation Company	The Edison at Gateway Market	\$43,588,300.00	\$937,937.00	9/1/2015	5/12/2017	Active	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Southland Insulators, Inc.	The Edison at Gateway Market	\$43,588,300.00	\$210,000.00	2/21/2017	1/16/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Strittmatter Metro, LLC	The Edison at Gateway Market	\$43,588,300.00	\$990,000.00	8/13/2015	12/13/2015	Active	Per Employer		4	4	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Telligent Masonry, LLC	The Edison at Gateway Market	\$43,588,300.00	\$1,130,000.00	4/4/2016	11/30/2016	Active	Per Employer		10	8	N/A	N/A	N/A	N/A	N/A	N/A

Office of Zoning	Valley Lighting, LLC	The Edison at Gateway Market	\$43,588,300.00	\$65,775.00	11/1/2017	11/1/2018	Active	Per Employer		0	0	N/A	N/A	N/A	N/A	N/A	N/A
												In process of closing out project to determined compliance.					
Office of Zoning	Tidewater Glazing, Inc.	The International Spy Museum	\$50,000,000.00	\$3,515,525.00	3/1/2017	8/15/2017	Active	Per Subcontractor		14	3	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Clark Construction Group, LLC	The International Spy Museum	\$50,000,000.00	\$50,000,000.00	6/15/2016	6/29/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Regional Contracting Services	The International Spy Museum	\$50,000,000.00	\$310,000.00	6/1/2016	6/1/2018	Active	Per Subcontractor		18	5	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Berkel & Company Contractors, Inc.	The International Spy Museum	\$50,000,000.00	\$1,110,000.00	1/1/2017	8/31/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	ACECO, LLC	The International Spy Museum	\$50,000,000.00	\$1,222,000.00	5/1/2016	4/17/2017	Active	Per Subcontractor		7	5	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Blackwood of DC, LLC	The International Spy Museum	\$50,000,000.00	\$4,529,803.00	8/1/2016	8/1/2017	Active	Per Subcontractor		36	20	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Precision Doors & Hardware, LLC	The International Spy Museum	\$50,000,000.00	\$180,800.00	6/1/2017	6/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Otis Elevator Company	The International Spy Museum	\$50,000,000.00	\$1,765,000.00	3/24/2017	2/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Cochran & Mann, Inc.	The International Spy Museum	\$50,000,000.00	\$390,000.00	6/1/2016	6/15/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Extreme Steel, Inc.	The International Spy Museum	\$50,000,000.00	\$1,500,000.00	6/15/2016	6/15/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	C.J. Coakley Company, Inc.	The International Spy Museum	\$50,000,000.00	\$3,395,000.00	6/15/2016	6/15/2018	Active	Per Subcontractor		2	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Ennis Electric Co	The International Spy Museum	\$50,000,000.00	\$6,750,000.00	1/10/2017	3/1/2018	Active	Per Subcontractor		2	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Jefferson Millwork & Design, Inc.	The International Spy Museum	\$50,000,000.00	\$760,700.00	3/12/2018	12/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
	Cumulative Hiring Statistics									79	34	This project is a bond we do not have the authority to penalize.					
DMPED	Advanced Window, Inc.	The Line Hotel – Construction	\$51,317,908.00	\$1,705,000.00	2/1/2016	12/1/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Belfast Valley Contractors	The Line Hotel – Construction	\$51,317,908.00	\$6,480,000.00	7/30/2015	12/30/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Berkel & Company Contractors, Inc.	The Line Hotel – Construction	\$51,317,908.00	\$1,500,000.00	4/20/2015	5/31/2015	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Calvert Masonry, Inc.	The Line Hotel – Construction	\$51,317,908.00	\$2,486,500.00	2/1/2016	8/1/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Chiaromonte Construction Company	The Line Hotel – Construction	\$51,317,908.00	\$2,292,650.00	8/1/2016	4/30/2017	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Custom Ornamental Iron, Inc.	The Line Hotel – Construction	\$51,317,908.00	\$1,907,000.00	5/1/2015	12/1/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Interior Specialists, Inc.	The Line Hotel – Construction	\$51,317,908.00	\$310,000.00	3/23/2015	7/30/2015	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Joseph J. Magnolia, Inc.	The Line Hotel - Construction	\$51,317,908.00	\$432,000.00	10/1/2015	10/1/2017	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Mid Atlantic Air of DC, LLC	The Line Hotel – Construction	\$51,317,908.00	\$8,435,000.00	9/1/2015	12/1/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Power Design, Inc.	The Line Hotel - Construction	\$51,317,908.00	\$4,450,000.00	1/1/2015	11/15/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	The Phoenix Restoration Group, Inc.	The Line Hotel – Construction	\$51,317,908.00	\$220,000.00	8/1/2015	8/1/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Two Rivers Site Development, Inc.	The Line Hotel – Construction	\$51,317,908.00	\$165,000.00	3/1/2015	4/1/2015	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Walsh Construction	The Line Hotel – Construction	\$51,317,908.00	\$51,317,908.00	3/1/2015	12/1/2016	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
DMPED	Sydell Hotels LLC	The Line Hotel – Construction	\$51,317,908.00	\$51,317,908.00	4/1/2015	4/1/2018	Complete	NA				Under audit Review	N/A	N/A	N/A	N/A	N/A
												In process of closing out project to determined compliance.					
IRB	Abbey Commercial Flooring	The National Law Enforcement Museum	\$50,747,531.00	\$220,000.00	3/1/2018	5/18/2018	Inactive	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	AIW, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$1,840,800.00	11/1/2016	12/1/2017	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	American Automatic Sprinkler Company, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$567,000.00	10/1/2016	3/31/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Anchor Construction Corporation	The National Law Enforcement Museum	\$50,747,531.00	\$818,800.00	8/4/2016	8/31/2017	Active	Per Subcontractor		2	1	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Andiemac Waterproofing	The National Law Enforcement Museum	\$50,747,531.00	\$1,437.00	8/1/2016	8/1/2017	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Art Display Co. Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$50,747,531.00	12/1/2017	5/18/2018	Inactive	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Boatman and Magnani Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$339,000.00	4/18/2016	5/18/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Chevy Chase Contractors, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$222,000.00	8/1/2017	5/18/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Clark Concrete Contractors, LLC	The National Law Enforcement Museum	\$50,747,531.00	\$7,589,780.00	9/1/2016	7/30/2017	Active	Per Subcontractor		50	26	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Clark Construction Group, LLC	The National Law Enforcement Museum	\$50,747,531.00	\$50,747,531.00	4/18/2016	5/18/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Clark Foundations, LLC	The National Law Enforcement Museum	\$50,747,531.00	\$3,800,000.00	5/15/2016	11/15/2016	Completed	Per Subcontractor		12	6	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Continental Construction, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$644,280.00	10/23/2016	10/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Dynamic Contracting, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$2,019,436.00	11/1/2016	12/31/2017	Active	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Hotel & Restaurant Supply	The National Law Enforcement Museum	\$50,747,531.00	\$110,489.00	4/18/2016	5/18/2018	Inactive	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Jefferson Millwork & Design, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$824,500.00	6/1/2017	5/31/2018	Inactive	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	McDonnell Landscape, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$119,600.00	2/1/2018	2/1/2018	Inactive	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Mona Electric Group, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$3,800,000.00	4/18/2016	5/30/2018	Active	Per Subcontractor		7	1	Yes	N/A	N/A	N/A	N/A	N/A
IRB	PAM Masonry, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$128,726.00	2/1/2017	2/28/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Schindler Elevator Corporation	The National Law Enforcement Museum	\$50,747,531.00	\$1,247,749.00	11/15/2016	5/18/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Sparkle Painting Company, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$136,500.00	7/18/2017	5/18/2018	Active	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Strittmatter Metro, LLC	The National Law Enforcement Museum	\$50,747,531.00	\$1,690,000.00	4/1/2016	5/30/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	Valley Lighting, LLC	The National Law Enforcement Museum	\$50,747,531.00	\$105,325.00	4/18/2016	5/18/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
IRB	W.E. Bowers & Associates, Inc.	The National Law Enforcement Museum	\$50,747,531.00	\$4,687,000.00	6/1/2016	5/18/2018	Active	Per Subcontractor		5	2	Yes	N/A	N/A	N/A	N/A	N/A
	Cumulative Hiring Statistics									78	38						
DMPED	Harris Teeter, LLC	The Yards - Harris Teeter		\$0.00	11/15/2014	11/15/2021	Active	Per Subcontractor		16	14	Y	N	N/A	N/A	N/A	N/A
Office of Zoning	A. Wash & Associates, Inc.	The Yards Parcel P2B	\$4,891,369.00	\$207,200.00	8/22/2016	1/31/2016	Completed	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Alonzo Ours Construction, Inc.	The Yards Parcel P2B	\$4,891,369.00	\$370,000.00	12/15/2016	1/30/2017	Completed	N/A		1	1	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Boldmark Steel Industry, Inc.	The Yards Parcel P2B	\$4,891,369.00	\$180,000.00	5/1/2016	4/1/2017	Completed	N/A		2	2	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	D2, LLC	The Yards Parcel P2B	\$4,891,369.00	\$130,000.00	7/1/2016	12/1/2017	Completed	N/A		1	1	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Innovo Construction	The Yards Parcel P2B	\$4,891,369.00	\$1,328,000.00	12/1/2016	4/1/2017	Completed	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Langhorne Concrete Construction LLC.	The Yards Parcel P2B	\$4,891,369.00	\$360,000.00	9/19/2016	11/14/2016	Completed	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Lynchburg Steel & Specialty Company	The Yards Parcel P2B	\$4,891,369.00	\$414,000.00	10/10/2016	11/30/2016	Completed	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A

Q086 c -FS Agreements.xlsx Projects with 51% New Hires Requirements

Q086 c First Source projects

Office of Zoning	Monarc Construction, Inc.	The Yards Parcel P2B	\$4,891,369.00	\$4,891,369.00	5/1/2016	2/16/2017	Completed	N/A		1	1	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Salco Mechanical Contractors	The Yards Parcel P2B	\$4,891,369.00	\$130,000.00	10/1/2016	4/1/2017	Completed	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Walter - Higgins Contracting	The Yards Parcel P2B	\$4,891,369.00	\$342,500.00	7/25/2016	8/12/2016	Completed	N/A		5	0	Y	N/A	N/A	N/A	N/A	N/A
DHS	The National Center for Children and Families	Therapeutic Foster Care_The National Center for Children and Families		\$4,800,700.05	4/1/2016	4/1/2021	Active	Per Employer		5	2	N	N	N/A	N/A	N/A	N/A
DMPED	Advanced Window, Inc.	Town Center South	\$47,000,000.00	\$3,900,000.00	4/1/2017	12/30/2017	Active	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	AGM Contracting Inc.	Town Center South	\$47,000,000.00	\$384,300.00	3/1/2017	5/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	American Automatic Sprinkler Company, Inc.	Town Center South	\$47,000,000.00	\$470,000.00	2/1/2017	10/31/2017	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	B. Frank Joy LLC	Town Center South	\$47,000,000.00	\$108,456.00	2/1/2017	3/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Baltimore Waterproofing, Inc.	Town Center South	\$47,000,000.00	\$322,600.00	3/1/2016	5/1/2018	Active	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Breeden Heating and Air, Inc.	Town Center South	\$47,000,000.00	\$3,102,625.00	3/1/2017	3/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Breeden Mechanical, Inc	Town Center South	\$47,000,000.00	\$2,521,500.00	3/10/2017	3/10/2018	Active	Per Subcontractor		2	2	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Commercial Interiors	Town Center South	\$47,000,000.00	\$2,592,000.00	3/1/2017	2/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Contract Carpet Systems	Town Center South	\$47,000,000.00	\$449,400.00	9/30/2017	1/30/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Ellis Page Company, LLC	Town Center South	\$47,000,000.00	\$395,000.00	4/17/2017	10/1/2017	Active	Per Subcontractor		3	0	No	N/A	N/A	N/A	N/A	N/A
DMPED	Fine Line Trim, LLC	Town Center South	\$47,000,000.00	\$488,390.00	3/1/2016	5/1/2018	Active	Per Subcontractor		3	0	No	N/A	N/A	N/A	N/A	N/A
DMPED	Fort Myer Construction Corporation	Town Center South	\$47,000,000.00	\$198,371.00	7/1/2015	7/1/2017	Active	Per Subcontractor		1	0	No	N/A	N/A	N/A	N/A	N/A
DMPED	Fuentes Fire Protection LLC	Town Center South	\$47,000,000.00	\$120,913.00	1/1/2018	1/1/2019	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Griffin Dewatering Mid-Atlantic, LLC	Town Center South	\$47,000,000.00	\$189,000.00	2/1/2017	2/28/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Helix Electric, Inc.	Town Center South	\$47,000,000.00	\$4,308,000.00	5/1/2016	3/1/2018	Active	Per Subcontractor		11	5	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	H5 Solutions, LLC	Town Center South	\$47,000,000.00	\$4,308,000.00	3/1/2017	3/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	J. Suss Industries	Town Center South	\$47,000,000.00	\$359,997.00	3/1/2016	5/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Joseph J. Magnolia, Inc.	Town Center South	\$47,000,000.00	\$438,200.00	4/1/2016	9/30/2016	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Kalkreuth Roofing & Sheet Metal, Inc.	Town Center South	\$47,000,000.00	\$765,000.00	3/1/2016	5/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Kane Innovations Inc	Town Center South	\$47,000,000.00	\$546,000.00	3/20/2016	5/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Lach Tile & Marble, Inc.	Town Center South	\$47,000,000.00	\$775,114.00	3/1/2016	5/1/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Maryland Fabricators, Inc.	Town Center South	\$47,000,000.00	\$82,000,000.00	2/1/2017	2/28/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Miller & Long Company, Inc.	Town Center South	\$47,000,000.00	\$1,360,000.00	7/1/2016	5/30/2017	Active	Per Subcontractor		5	3	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Miller & Long DC	Town Center South	\$47,000,000.00	\$1,360,000.00	7/1/2016	5/30/2016	Completed	Per Subcontractor		13	8	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Narman West LLC	Town Center South	\$47,000,000.00	\$562,500.00	5/1/2017	6/30/2018	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	RL Harris Welding, LLC	Town Center South	\$47,000,000.00	\$190,000.00	4/1/2017	12/1/2018	Active	Per Subcontractor		4	0	No	N/A	N/A	N/A	N/A	N/A
DMPED	Sparkle Painting Company, Inc.	Town Center South	\$47,000,000.00	\$522,000.00	8/1/2017	12/1/2017	Active	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Steele Foundation, LLC	Town Center South	\$47,000,000.00	\$1,000,000.00	5/1/2017	10/31/2017	Active	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	The Anderson Company, LLC	Town Center South	\$47,000,000.00	\$1,038,000.00	2/22/2017	5/1/2017	Active	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	The Whiting-Turner Contracting Company	Town Center South	\$47,000,000.00	\$47,000,000.00	3/8/2016	3/8/2018	Active	Per Subcontractor		2	0	No	N/A	N/A	N/A	N/A	N/A
DMPED	Trusted Solutions	Town Center South	\$47,000,000.00	\$606,000.00	3/1/2016	1/1/2018	Completed	Per Subcontractor		9	9	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	TSL/Architectural Metals	Town Center South	\$47,000,000.00	\$1,865,000.00	5/1/2017	10/31/2017	Active	Per Subcontractor		4	3	Yes	N/A	N/A	N/A	N/A	N/A
		Cumulative Hiring Statistics								61	34						
OCP	Transitional Housing Corporation (THC)	Transitional Housing Corporation		\$500,000.00	8/6/2013	6/13/2019	Active	Per Employer		9	6	Y	N	N/A	N/A	N/A	N/A
CFSA	SOME	TRANSITIONAL SUPPORTIVE HOUSING SOME		\$300,000.00	9/15/2014	9/14/2019	ACTIVE	Per Employer		3	1	N	Y		Mar-16	N	N
IRB	Two Rivers Public Charter School	TWO RIVERS PUBLIC CHARTER SCHOOL	\$14,500,000.00	\$14,500,000.00	3/1/2013	6/30/2022	ACTIVE	Per Subcontractor		2	1	Y	N	N/A	N/A	N/A	N/A
DOC	ARAMARK Correctional Services	Washington DC Detention Center		\$4,413,073.00	7/30/2016	9/30/2018	CONTRACT OPTION	Per Employer		12	6	Y	N	N/A	N/A	N/A	N/A
DMPED	A&H Plumbing, Inc.	Waterfront Station	2/2/2015	\$4,463,000.00	3/15/2015	8/31/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Advantage Air Conditioning of VA	Waterfront Station	2/2/2015	\$5,375,000.00	3/15/2015	8/31/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Baker DC, LLC	Waterfront Station	2/2/2015	\$14,300,000.00	3/1/2015	1/22/2015	CloseOut	N/A		66	27	N	N/A	N/A	N/A	N/A	N/A
DMPED	Berkel & Company Contractors, Inc.	Waterfront Station	2/2/2015	\$1,279,074.00	1/19/2015	4/1/2015	CloseOut	N/A		4	3	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Fire & Life Safety America, Inc.	Waterfront Station	2/2/2015	\$813,500.00	9/1/2015	10/31/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	James G. Davis Construction Corporation	Waterfront Station	2/2/2015	\$88,414,214.00	1/9/2015	11/22/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Kone, Inc.	Waterfront Station	10/15/2015	\$1,335,000.00	3/1/2016	12/1/2016	CloseOut	N/A		1	1	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Metropolitan Industries, Inc.	Waterfront Station	\$88,414,214.00	\$169,250.48	10/1/2016	6/30/2017	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Miscellaneous Metals, Inc.	Waterfront Station	\$88,414,214.00	\$1,012,000.00	1/1/2016	11/23/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Moretrench American Corporation	Waterfront Station	3/4/2015	\$332,141.00	2/1/2015	8/1/2015	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	NCF Interiors a division of Lakota Contracting, Inc.	Waterfront Station	10/14/2015	\$3,490,000.00	3/1/2016	9/1/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Patella Woodworking	Waterfront Station	10/31/2016	\$1,061,240.00	8/1/2015	11/30/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Pillar Construction, Inc.	Waterfront Station	3/27/2015	\$8,425,000.00	8/1/2015	3/1/2016	CloseOut	N/A		67	43	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Power Design, Inc.	Waterfront Station	5/14/2015	\$9,937,500.00	2/1/2015	11/1/2016	CloseOut	N/A		12	6	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Precision Wall Tech, Inc.	Waterfront Station	10/7/2015	\$1,045,000.00	3/15/2016	11/23/2016	CloseOut	N/A		54	32	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Prospect Waterproofing Co.	Waterfront Station	10/15/2015	\$1,930,000.00	6/1/2015	6/1/2016	CloseOut	N/A		8	7	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Rugo Stone, LLC	Waterfront Station	9/24/2015	\$230,500.00	2/1/2016	8/1/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Strittmatter Metro, LLC	Waterfront Station	2/13/2015	\$1,190,001.00	1/14/2015	11/1/2016	CloseOut	N/A		9	4	Y	N/A	N/A	N/A	N/A	N/A

Q086 c -FS Agreements.xlsx Projects with 51% New Hires Requirements

Q086 c First Source projects

DMPED	TSI/Architectural Metals	Waterfront Station	\$88,414,214.00	\$9,511,000.00	1/1/2016	11/1/2016	CloseOut	N/A		3	2	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Universal Stones, Inc.	Waterfront Station	9/30/2015	\$485,000.00	6/3/2016	9/26/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	Utility Systems C&E, LLC	Waterfront Station	9/21/2015	\$181,240.00	10/15/2015	4/15/2016	CloseOut	N/A		0	0	Y	N/A	N/A	N/A	N/A	N/A
DMPED	W Concrete, Inc	Waterfront Station	7/7/2015	\$1,058,148.00	5/1/2015	11/22/2016	CloseOut	N/A		5	5	Y	N/A	N/A	N/A	N/A	N/A
										229	130						
DMPED	Brothers Mechanical, Inc.	West End - Square 37	\$107,480,278.00	\$7,690,000.00	1/14/2015	1/14/2016	Completed	Per Subcontractor		2	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Cap8 Doors & Hardware	West End - Square 37	\$107,480,278.00	\$1,486,000.00	7/1/2015	1/1/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Clark Concrete Contractors, LLC	West End - Square 37	\$107,480,278.00	\$14,000,000.00	5/1/2015	5/30/2016	Completed	Per Subcontractor		42	21	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Clark Construction Group, LLC	West End - Square 37	\$107,480,278.00	\$107,480,278.00	2/23/2015	1/31/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Fort Myer Construction Corporation	West End - Square 37	\$107,480,278.00	\$754,000.00	11/1/2015	6/1/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Genco Masonry, Inc.	West End - Square 37	\$107,480,278.00	\$335,000.00	1/1/2016	3/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Gordan's Glass	West End - Square 37	\$107,480,278.00	\$340,000.00	10/3/2016	1/31/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Gordon Contractors, Inc.	West End - Square 37	\$107,480,278.00	\$2,530,000.00	1/1/2016	12/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Gordon Contractors, Inc.	West End - Square 37	\$107,480,278.00	\$2,530,000.00	1/1/2016	12/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Helix Electric, Inc.	West End - Square 37	\$107,480,278.00	\$10,561,810.00	4/1/2015	12/31/2016	Completed	Per Subcontractor		39	10	No	N/A	N/A	N/A	N/A	N/A
DMPED	Hydronic Master USA	West End - Square 37	\$107,480,278.00	\$177,000.00	3/14/2016	12/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Inново Construction	West End - Square 37	\$107,480,278.00	\$1,300,000.00	5/1/2016	1/1/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Iron Fabrication Services, Inc.	West End - Square 37	\$107,480,278.00	\$2,668,000.00	2/1/2016	1/31/2017	Completed	Per Subcontractor		5	0	No	N/A	N/A	N/A	N/A	N/A
DMPED	Irvine Access Floors	West End - Square 37	\$107,480,278.00	\$176,000.00	5/2/2016	1/31/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	J&W Caulking Applicators, Inc.	West End - Square 37	\$107,480,278.00	\$170,000.00	7/4/2016	7/31/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Jefferson Millwork & Design, Inc.	West End - Square 37	\$107,480,278.00	\$1,130,000.00	9/9/2015	9/30/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	M&M Appliance Sales and Service, Inc.	West End - Square 37	\$107,480,278.00	\$1,800,000.00	7/4/2016	7/28/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Manganaro Midatlantic, LLC	West End - Square 37	\$107,480,278.00	\$4,679,000.00	1/1/2016	12/31/2017	Completed	Per Subcontractor		9	0	NO	N/A	N/A	N/A	N/A	N/A
DMPED	Nationwide Electrical Services, Inc.	West End - Square 37	\$107,480,278.00	\$3,076,000.00	2/2/2015	6/30/2015	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	NCF Interiors a division of Lakota Contracting, Inc.	West End - Square 37	\$107,480,278.00	\$4,403,300.00	6/1/2016	11/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Paddock Swimming Pool Company	West End - Square 37	\$107,480,278.00	\$134,206.00	10/1/2016	12/31/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Prospect Waterproofing Co.	West End - Square 37	\$107,480,278.00	\$550,000.00	5/1/2015	12/31/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Shickel Corporation	West End - Square 37	\$107,480,278.00	\$107,480,278.00	3/1/2017	7/1/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Strittmatter Metro, LLC	West End - Square 37	\$107,480,278.00	\$2,350,000.00	2/1/2015	12/31/2016	Completed	Per Subcontractor		13	10	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Tidewater Glazing	West End - Square 37	\$107,480,278.00	\$14,290,000.00	2/8/2016	3/22/2017	Completed	Per Subcontractor		73	27	No	N/A	N/A	N/A	N/A	N/A
DMPED	Trusted Solutions Group, Inc.	West End - Square 37	\$107,480,278.00	\$131,335.00	3/2/2015	6/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Universal Stones, Inc.	West End - Square 37	\$107,480,278.00	\$438,000.00	1/1/2016	7/1/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Valiant Products, Inc.	West End - Square 37	\$107,480,278.00	\$119,500.00	9/1/2015	11/1/2015	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Wings Enterprises, Inc.	West End - Square 37	\$107,480,278.00	\$2,390,597.00	6/7/2015	6/1/2016	Completed	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
	Cumulative Hiring Statistics									184	70	In process of closing out project to determined compliance.					
DMPED	American Automatic Sprinkler Company, Inc.	West End - Square 50	\$32,375,000.00	\$535,000.00	12/1/2015	12/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Andiemac Waterproofing	West End - Square 50	\$32,375,000.00	\$433,000.00	9/1/2015	8/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	ASB Squashcourts Inc	West End - Square 50	\$32,375,000.00	\$892,210.00	8/1/2016	11/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Brothers Mechanical, Inc.	West End - Square 50	\$32,375,000.00	\$3,130,000.00	9/1/2015	12/1/2016	Completed	Per Subcontractor		2	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Clark Concrete Contractors, LLC	West End - Square 50	\$32,375,000.00	\$5,616,050.00	10/1/2015	3/31/2016	Completed	Per Subcontractor		35	18	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Clark Construction Group, LLC	West End - Square 50	\$32,375,000.00	\$32,375,000.00	6/1/2015	12/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Clark Foundations, LLC	West End - Square 50	\$32,375,000.00	\$475,000.00	8/1/2015	10/1/2015	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Cris RM Contractor, LLC	West End - Square 50	\$32,375,000.00	\$168,000.00	6/15/2016	12/31/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Davisystem	West End - Square 50	\$32,375,000.00	\$210,000.00	7/1/2016	7/31/2017	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Dynamic Contracting, Inc.	West End - Square 50	\$32,375,000.00	\$1,775,000.00	2/1/2016	12/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Engineered Construction Products, LTD	West End - Square 50	\$32,375,000.00	\$1,457,000.00	2/1/2016	12/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Extreme Steel, Inc.	West End - Square 50	\$32,375,000.00	\$909,156.00	1/4/2016	12/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Fort Myer Construction Corporation	West End - Square 50	\$32,375,000.00	\$385,000.00	6/1/2015	12/1/2015	Completed	Per Subcontractor		2	0	No	N/A	N/A	N/A	N/A	N/A
DMPED	Helix Electric, Inc.	West End - Square 50	\$32,375,000.00	\$3,920,000.00	6/1/2015	11/1/2016	Completed	Per Subcontractor		18	7	No	N/A	N/A	N/A	N/A	N/A
DMPED	Hydronic Master USA	West End - Square 50	\$32,375,000.00	\$160,000.00	3/14/2016	12/31/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Leedo Manufacturing Company, LP	West End - Square 50	\$32,375,000.00	\$170,164.00	7/21/2016	12/5/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Nationwide Electrical Services, Inc.	West End - Square 50	\$32,375,000.00	\$1,283,300.00	6/1/2015	12/31/2015	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	NCF Interiors a division of Lakota Contracting, Inc.	West End - Square 50	\$32,375,000.00	\$679,000.00	3/1/2016	12/31/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Otis Elevator Company	West End - Square 50	\$32,375,000.00	\$650,000.00	3/1/2016	10/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	PAM Masonry, Inc.	West End - Square 50	\$32,375,000.00	\$953,434.00	2/26/2016	12/31/2016	Completed	Per Subcontractor		4	2	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	R.V. Careys Plumbing Heating, Inc.	West End - Square 50	\$32,375,000.00	\$1,937,000.00	1/14/2015	1/14/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	RB Hinkle Construction, Inc.	West End - Square 50	\$32,375,000.00	\$178,869.00	8/1/2015	12/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	RH Steel Erectors, Inc.	West End - Square 50	\$32,375,000.00	\$137,000.00	6/21/2016	12/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Sparkle Painting Company, Inc.	West End - Square 50	\$32,375,000.00	\$733,000.00	6/1/2016	11/30/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Strittmatter Metro, LLC	West End - Square 50	\$32,375,000.00	\$610,000.00	6/1/2015	12/1/2016	Completed	Per Subcontractor		1	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	The Miller Clapperton Partnership	West End - Square 50	\$32,375,000.00	\$511,000.00	7/1/2016	12/31/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Wings Enterprises, Inc.	West End - Square 50	\$32,375,000.00	\$994,886.00	9/9/2015	6/1/2016	Completed	Per Subcontractor		0	0	Yes	N/A	N/A	N/A	N/A	N/A
	Cumulative Hiring Statistics									62	29	In process of closing out project to determined compliance.					
	See Forever Foundation	Year-Round Education Program at DYRS		\$16,977,313.00	7/1/2012	6/30/2017	TAX EXEMPT/RELINQ.	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A

OSSE	AES Electrical Inc. DBA Freestate Electrical Constru	Delano Hall	\$37,218,507.00	\$4,672,752.00	11/1/2016	3/2/2018	Active	N/A	23	15	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Anderson Fire Protection	Delano Hall	\$37,218,507.00	\$56,266,750.00	12/14/2016	3/2/2018	Active	N/A	3	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Atlas Foundations of Washington, LLC	Delano Hall	\$37,218,507.00	\$109,800.00	2/13/2017	6/1/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Brailsford and Dunlavy, Inc.	Delano Hall	\$37,218,507.00	\$407,684.00	1/1/2016	5/2/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	CHU Contracting, Inc.	Delano Hall	\$37,218,507.00	\$842,450.00	12/14/2016	3/2/2018	CloseOut	N/A	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	David Allen Company	Delano Hall	\$37,218,507.00	\$855,488.00	12/14/2016	3/2/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Engineered Demolition	Delano Hall	\$37,218,507.00	\$56,266,750.00	12/14/2016	3/2/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Genesys Impact	Delano Hall	\$37,218,507.00	\$1,121,295.00	1/9/2016	6/2/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	IRON FABRICATION SERVICES LLC	Delano Hall	\$37,218,507.00	\$1,831,668.00	12/14/2016	3/2/2018	Completed	N/A	2	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Joseph J. Magnolia, Inc.	Delano Hall	\$37,218,507.00	\$959,193.00	12/14/2016	3/2/2018	Active	N/A	2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	JPN Masonry, LLC	Delano Hall	\$37,218,507.00	\$735,400.00	12/14/2016	3/2/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Justin Company	Delano Hall	\$37,218,507.00	\$3,978,506.00	12/14/2016	3/2/2018	Active	N/A	2	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Kogok Corporation	Delano Hall	\$37,218,507.00	\$1,390,000.00	10/1/2016	11/1/2017	Active	N/A	6	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Kone, Inc.	Delano Hall	\$37,218,507.00	\$112,000.00	12/14/2016	3/2/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	MCN Build	Delano Hall	\$37,218,507.00	\$37,218,507.00	12/14/2016	3/2/2018	Relinquished	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Millennium Construction, LLC	Delano Hall	\$37,218,507.00	\$3,433,720.00	12/14/2016	3/2/2018	Active	N/A	10	6	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Phoenix Steel Erectors, Inc.	Delano Hall	\$37,218,507.00	\$299,500.00	12/14/2016	3/2/2018	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	Rabco Insulation, Inc.	Delano Hall	\$37,218,507.00	\$530,000.00	12/1/2016	12/1/2017	Active	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	W.L. Gary Company, Inc.	Delano Hall	\$37,218,507.00	\$10,257,120.00	12/14/2016	3/2/2018	Active	N/A	14	8	N/A	N/A	N/A	N/A	N/A	N/A	N/A
									63	38							
DGS	Genco Masonry	Langdon Education Campus	\$3,500,000.00	\$382,000.00	9/1/2016	8/30/2017	Completed	Cumulative	4	4	Yes	No	No	No	No	No	No
DGS	The Langdon Apartments Affordable Company, LLC	Langdon Education Campus	\$3,500,000.00	\$3,500,000.00	4/1/2017	3/1/2017	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Hugee Corporation	Langdon Education Campus	\$3,500,000.00	\$5,712,000.00	10/1/2016	10/1/2016	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	MCN Build	Langdon Education Campus	\$3,500,000.00	\$9,200,000.00	6/20/2014	8/15/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Chiaramonte Construction Company	Langdon Education Campus	\$3,500,000.00	\$935,647.00	6/16/2014	8/15/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	HS Solutions, LLC	Langdon Education Campus	\$3,500,000.00	\$640,000.00	6/21/2014	8/31/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Allstate Flooring of DC, LLC	Langdon Education Campus	\$3,500,000.00	\$369,573.00	7/1/2014	8/1/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Freestate Electrical Construction Company	Langdon Education Campus	\$3,500,000.00	\$410,000.00	6/21/2014	8/31/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Pro Air, Inc.	Langdon Education Campus	\$3,500,000.00	\$1,460,780.00	6/21/2014	8/31/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Retro Environmental, Inc.	Langdon Education Campus	\$3,500,000.00	\$475,000.00	6/21/2014	6/30/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Heavy Commercial Window Consultants, LLC	Langdon Education Campus	\$3,500,000.00	\$359,900.00	7/22/2015	8/31/2015	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
DGS	Hughes Group Architects, Inc.	Langdon Education Campus	\$3,500,000.00	\$813,645.00	1/1/2014	12/1/2014	Completed	Cumulative	0	0	Yes	No	No	No	No	No	No
									4	0							
TAX ABATEMENT	A HOLD USA/GIANT OF MARYLAND INC.	GIANT FOOD		\$2,893,717.00	11/13/2013	11/13/2023	Active	Per Employer	182	107	Y	N	N/A	N/A	N/A	N/A	N/A
TAX ABATEMENT	SAFEWAY INC.	SAFEWAY		\$2,300,000.00	8/12/2011	8/12/2021	Active	Per Employer	80	66	Y	N	N/A	N/A	N/A	N/A	N/A
OCP	ALLIED UNIVERSAL	CITY WIDE SECURITY SERVICES		\$33,214,619.00	4/18/2012	4/18/2018	Active	Per Employer	218	119	Y	N	N/A	N/A	N/A	N/A	N/A
	July 1, 2017 - December 31, 2017																
OCFO	ICMA-RC	401 AND 457 PENSION PLAN MANAGEMENT		\$34,273,174.06	3/2/2015	3/1/2020	Active	Per Employer	1	1	Y	Y		Feb-16	Y	Y	ALTERNITV
	IRON FABRICATION SERVICES LLC	769N Apartments	\$11,500,000.00	\$1,380,000.00	11/1/2017	8/30/2018	Active	Per Subcontractor	1	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A
TAX ABATEMENT	ALDI SUPERMARKET	ALDI SUPERMARKET GROCERY STORE		\$2,336,256.00	11/29/2012	11/29/2022	Active	Per Employer	17	14	Y	N	N/A	N/A	N/A	N/A	N/A
CFSA	Boys Town Washington D.C. Inc.	BOYS TRADITION/AL GROUP HOME		\$574,840.00	5/23/2017	5/20/2022	Active	Per Employer	10	7	Y	N	N/A	N/A	N/A	N/A	N/A
DBH	CATHOLIC CHARITIES OF ARCHDIOCESE OF WASHI	CHILDREN RESPONSE MOBILE CRISIS SERVICES CATHOLIC		\$2,148,768.00	3/15/2015	3/30/2019	Active	Per Employer	7	4	Y	N	N/A	N/A	N/A	N/A	N/A
DHCF	Health Services for Children with Special Needs	CHILDREN WITH SPECIAL NEEDS		\$43,161,769.70	7/1/2015	7/30/2020	Active	Per Employer	17	2	N	N	N/A	N/A	N/A	N/A	N/A
DMPED	A&S Sales of+A1040:A1055 Virginia	City Market at O Street @ O-880P	\$39,004,367.00	\$536,100.00	8/1/2016	3/1/2017	Completed	Per Subcontractor	0	0	Yes	No	No	No	No	No	No
DMPED	ACECO, LLC	City Market at O Street @ O-880P	\$39,004,367.00	\$713,102.00	11/6/2015	7/31/2017	Completed	Per Subcontractor	4	1	No	No	No	No	No	No	No
DMPED	American Automatic Sprinkler Company, Inc.	City Market at O Street @ O-880P	\$39,004,367.00	\$350,000.00	8/1/2016	7/1/2017	Completed	Per Subcontractor	0	0	Yes	No	No	No	No	No	No
DMPED	Baker DC, LLC	City Market at O Street @ O-880P	\$39,004,367.00	\$3,950,000.00	3/1/2016	10/1/2016	Completed	Per Subcontractor	10	3	No	No	No	No	No	No	No
DMPED	Clark Construction Group, LLC	City Market at O Street @ O-880P	\$39,004,367.00	\$39,004,367.00	2/10/2016	7/31/2017	Completed	Per Subcontractor	0	0	Yes	No	No	No	No	No	No
DMPED	Cochran & Mann, Inc.	City Market at O Street @ O-880P	\$39,004,367.00	\$442,000.00	9/1/2016	2/28/2017	Completed	Per Subcontractor	0	0	Yes	No	No	No	No	No	No
DMPED	Continental Construction, Inc.	City Market at O Street @ O-880P	\$39,004,367.00	\$330,000.00	2/1/2016	7/31/2017	Completed	Per Subcontractor	0	0	Yes	No	No	No	No	No	No
DMPED	Denison Landscaping	City Market at O Street @ O-880P	\$39,004,367.00	\$119,071.00	3/1/2017	6/1/2017	Completed	Per Subcontractor	0	0	Yes	No	No	No	No	No	No
DMPED	Ellis Paige	City Market at O Street @ O-880P	\$39,004,367.00	\$217,000.00	2/1/2016	7/31/2017	Completed	Per Subcontractor	0	0	Yes	No	No	No	No	No	No

DMPED	Gordan Contractors	City Market at O Street @ O-880P		\$39,004,367.00	\$1,324,000.00	8/1/2016	7/31/2017	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	JE Richards	City Market at O Street @ O-880P		\$39,004,367.00	\$3,650,000.00	4/24/2019	7/1/2017	Completed	Per Subcontractor			2	1	Yes	No	No	No	No
DMPED	Mid Atlantic Air of DC, LLC	City Market at O Street @ O-880P		\$39,004,367.00	\$4,126,000.00	2/10/2016	7/31/2017	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	Millennium Pool Service, LLC	City Market at O Street @ O-880P		\$39,004,367.00	\$188,802.00	4/1/2017	1/1/2018	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	NCF Interiors a division of Lakota Contracting, Inc.	City Market at O Street @ O-880P		\$39,004,367.00	\$700,000.00	2/10/2016	7/31/2017	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	Otis Elevator Company	City Market at O Street @ O-880P		\$39,004,367.00	\$472,500.00	11/1/2016	5/31/2017	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	PCC Construction Components	City Market at O Street @ O-880P		\$39,004,367.00	\$5,983,415.00	9/1/2016	6/30/2017	Completed	Per Subcontractor			1	1	Yes	No	No	No	No
DMPED	Potomac Architectural	City Market at O Street @ O-880P		\$39,004,367.00	\$463,144.00	6/1/2016	9/31/2016	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	Tricon Construction, Inc.	City Market at O Street @ O-880P		\$39,004,367.00	\$2,865,700.00	7/1/2016	7/1/2017	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	United General Contractors	City Market at O Street @ O-880P		\$39,004,367.00	\$602,300.00	7/1/2016	1/1/2018	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
DMPED	United Masonry Incorporated of Virginia	City Market at O Street @ O-880P		\$39,004,367.00	\$1,285,000.00	9/1/2016	1/1/2017	Completed	Per Subcontractor			6	3	Yes	No	No	No	No
DMPED	Valley Lighting	City Market at O Street @ O-880P		\$39,004,367.00	\$249,000.00	2/1/2017	5/30/2017	Completed	Per Subcontractor			0	0	Yes	No	No	No	No
	Cumulative Hiring Statistics											23	9					
CFSA	Far Southeast Family Strengthening Collaborative,	Community Based Child Welfare Services			\$5,745,234.00	9/1/2015	2/1/2020	Active	Per Employer			8	7	N/A	N/A	N/A	N/A	N/A
CFSA	GEORGIA AVENUE FAMILY SUPPORT COLLABORATIVE	Community Based Child Welfare Services_GEORGIA AVENUE FAMILY SUPPORT COLLABORATIVE			\$2,125,616.00	10/1/2015	9/30/2020	Active	Per Employer			2	2	N/A	N/A	N/A	N/A	N/A
DBH	WOODLEY HOUSE	CROSSING PLACE			\$721,874.00	10/1/2016	10/1/2020	Active	Per Employer			1	1	N/A	N/A	N/A	N/A	N/A
DMPED	DC CENTRAL KITCHEN	CULINARY JOB TRAINING			\$350,000.00	3/1/2014	9/1/2019	Active	Per Employer			2	2	N/A	N/A	N/A	N/A	N/A
DMPED	DB Grant Associates Inc	DC One Stop Career Centers Operator			\$3,740,252.00	10/1/2018	9/30/2019	Active	Per Employer			2	2	N/A	N/A	N/A	N/A	N/A
DGS	NATIONAL SERVICE CONTRACTORS	DCAM-14-NC-01798-SNOW AND ICE REMOVAL AND PRETREATMENT SERVICES			\$700,000.00	9/15/2017	9/14/2018	IDIQ	Per Employer			2	1	N/A	N/A	N/A	N/A	N/A
OCP	Midtown Personnel, Inc.	DCCR-2013-B-6907-TEMPORARY SUPPORT SERVICES			\$10,000,000.00	5/10/2013	6/1/2021	Active	Per Employer			35	15	Y	N	N/A	N/A	N/A
OCP	Intralot Inc.	DCLB			\$0.00	9/14/2010	MOBIS/IDIQ	Active	Per Employer			1	1	N/A	N/A	N/A	N/A	N/A
DHCD	Agility Construction, LLC	Deanwood Hills		\$23,896,811.00	\$2,800,000.00	11/1/2016	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Allstate Flooring of DC, LLC	Deanwood Hills		\$23,896,811.00	\$485,000.00	3/14/2018	4/30/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Atlantic Aluminum Products	Deanwood Hills		\$23,896,811.00	\$239,541.50	12/1/2018	4/1/2019	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	BDS CONSTRUCTION & DEVELOPMENT LLC	Deanwood Hills		\$23,896,811.00	\$1,184,000.00	1/30/2017	10/30/2017	Active	Per Subcontractor			8	4	N/A	N/A	N/A	N/A	N/A
DHCD	Ben Lewis Plumbing	Deanwood Hills		\$23,896,811.00	\$1,445,000.00	7/1/2017	7/1/2018	Active	Per Subcontractor			2	2	N/A	N/A	N/A	N/A	N/A
DHCD	Blueridge, Inc.	Deanwood Hills		\$23,896,811.00	\$401,500.00	11/1/2016	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Centennial Builders, Inc.	Deanwood Hills		\$23,896,811.00	\$1,718,000.00	11/1/2017	8/1/2018	Active	Per Subcontractor			1	1	N/A	N/A	N/A	N/A	N/A
DHCD	Colonial Electric Company, Inc.	Deanwood Hills		\$23,896,811.00	\$1,909,000.00	11/1/2016	4/1/2018	Active	Per Subcontractor			1	1	N/A	N/A	N/A	N/A	N/A
DHCD	Design House Kitchens & Appliances, LLC	Deanwood Hills		\$23,896,811.00	\$380,879.00	3/1/2018	8/31/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	East Coast Poured Floors, Inc.	Deanwood Hills		\$23,896,811.00	\$23,896,811.00	11/1/2018	11/1/2019	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	E-Landscape Specialty Solutions, LLC	Deanwood Hills		\$23,896,811.00	\$195,011.00	3/26/2018	7/31/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	EZA Construction, Inc.	Deanwood Hills		\$23,896,811.00	\$182,000.00	3/19/2018	6/1/2018	Active	Per Subcontractor			3	1	N/A	N/A	N/A	N/A	N/A
DHCD	Floors, Etc.	Deanwood Hills		\$23,896,811.00	\$210,000.00	11/1/2016	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	GeoConstructors, Inc.	Deanwood Hills		\$23,896,811.00	\$393,190.00	11/1/2016	4/1/2018	Active	Per Subcontractor			1	0	N/A	N/A	N/A	N/A	N/A
DHCD	Harkins Builders, Inc.	Deanwood Hills		\$23,896,811.00	\$23,896,811.00	11/1/2016	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Long's Welding & Fabrication, Inc.	Deanwood Hills		\$23,896,811.00	\$242,000.00	1/1/2018	1/1/2019	Active	Per Subcontractor			3	0	N/A	N/A	N/A	N/A	N/A
DHCD	Nastos Construction, Inc.	Deanwood Hills		\$23,896,811.00	\$140,000.00	7/15/2017	4/30/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	National Cable Construction, Inc.	Deanwood Hills		\$23,896,811.00	\$101,500.00	11/1/2016	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	POS construction	Deanwood Hills		\$23,896,811.00	\$265,000.00	11/1/2017	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Reilly Construction, Inc.	Deanwood Hills		\$23,896,811.00	\$1,200,000.00	4/1/2017	11/30/2017	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Reyes Air Solutions Inc	Deanwood Hills		\$23,896,811.00	\$258,000.00	8/1/2017	9/27/2018	Active	Per Subcontractor			4	0	N/A	N/A	N/A	N/A	N/A
DHCD	Schindler Elevator Corporation	Deanwood Hills		\$23,896,811.00	\$166,600.00	11/7/2017	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Southland Insulators, Inc.	Deanwood Hills		\$23,896,811.00	\$188,600.00	11/1/2016	4/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Telligent Masonry, LLC	Deanwood Hills		\$23,896,811.00	\$1,140,000.00	4/23/2018	2/28/2019	Active	Per Subcontractor			13	13	N/A	N/A	N/A	N/A	N/A
DHCD	The Anderson Company, LLC	Deanwood Hills		\$23,896,811.00	\$527,700.00	11/1/2016	4/1/2018	Active	Per Subcontractor			5	0	N/A	N/A	N/A	N/A	N/A
DHCD	USA Construction Services, Inc	Deanwood Hills		\$23,896,811.00	\$1,000,000.00	11/8/2018	11/1/2019	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
DHCD	Washington Fire Protection Engineering	Deanwood Hills		\$23,896,811.00	\$410,000.00	9/1/2017	9/1/2018	Active	Per Subcontractor			0	0	N/A	N/A	N/A	N/A	N/A
	Cumulative Hiring Statistics											44	25					
DGS	Executive Personnel Services, Inc.	DHCF/DC GENERAL REMEDIATION PROJECT			\$768,907.50	8/12/2015	9/30/2019	Active	Per Employer			10	4	N/A	N/A	N/A	N/A	N/A
CFSA	DELMARVA FOUNDATION FOR MEDICAL CARE, INC	DHCF-STATE PLAN PERSONAL CARE AID (PCA) BENEFIT-LTC			\$3,480,114.03	7/16/2014	7/20/2019	Active	Per Employer			2	1	N/A	N/A	N/A	N/A	N/A
OCP	Vermont Energy Investment Corporation	DISTRICT OF COLUMBIA SUSTAINABLE ENERGY UTILITY			\$0.00	11/1/2016	11/2/2020	Active	Per Employer			2	2	N/A	N/A	N/A	N/A	N/A

OCP	THE GEORGE WASHINGTON	DOH/GWU PUBLIC HEALTH ACADEMIC PARTNERSHIP FOR HIV/AIDS		\$970,000.00	10/1/2014	9/30/2019	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
IRB- BELOW	Dominion Mechanical Contractors Inc	Dominion Mechanical Contractors, Inc.	\$214,461.00	\$214,461.00	6/1/2017	12/19/2017	Active	Per Subcontractor		3	0	N/A	N/A	N/A	N/A	N/A	N/A
DGS	SUSTAINABLE FACILITIES MANAGEMENT SERVICES	FACILITIES MANAGEMENT/FY 16-EM-CONSOLIDATED MAINTENANCE CONTRACT DOES		\$1,155,610.08	3/23/2015	3/22/2026	Active	Per Employer		5	4	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	Seraaj Family Home, Inc.	FAMILY BASED FOSTER CARE SERVICES_Seraaj Family Home, Inc.		\$8,421,345.00	10/1/2016	9/30/2020	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	City General, Inc.	Far Southeast Family Strengthening Collaborative	\$510,000.00	\$510,000.00	9/1/2016	9/1/2020	Active	Per Employer		5	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Moxy Miscellaneous Metals, LLC	Far Southeast Family Strengthening Collaborative	\$6,230,574.00	\$6,230,574.00	9/1/2016	9/1/2020	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
OCP	RON SMITH & ASSOCIATES, INC.	Fire Arms Toolmark Examiner		\$500,000.00	6/1/2017	6/1/2019	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
MPD	First Vehicle Services, Inc.	Fleet MainteN/Ance		\$18,660,682.00	5/1/2013	4/30/2020	Active	Per Employer		3	1	N/A	N/A	N/A	N/A	N/A	N/A
DCPS	DC CENTRAL KITCHEN	FOOD SERVICE MAINTEN/ANCE		\$515,000.00	6/1/2015	5/1/2020	Active	Per Employer		10	7	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	ADMIRAL SECURITY SERVICES	FORMER CONVENTION CENTER SITE REDEVELOPMENT (the SITE)	\$1,589,790.00	\$1,589,790.00	6/1/2011	6/30/2020	Active	Per Employer		9	4	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	U STREET PARK AMERICA	FORMER CONVENTION CENTER SITE REDEVELOPMENT (The SITE) 2 U STREET PARK AMERICA	\$180,000.00	\$180,000.00	12/21/2013	12/1/2018	Active/OLD LAW	Per Employer		3	2	N/A	N/A	N/A	N/A	N/A	N/A
DBH	GOOD HOPE INSTITUTE	GOOD HOPE INSTITUTE		\$450,000.00	4/16/2014	4/15/2020	Active	Per Employer		8	5	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	DISTRICT DOGS INC	Great Street Grant Program FY2017 2		\$45,000.00	2/17/2017	8/31/2017	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	CYCLED DC	Great Street Grant Program FY2017 29		\$50,000.00	5/12/2017	9/30/2017	Active	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	SuperN/Atural Yoga, LLC	Great Streets Grant Program FY 2017 43		\$50,000.00	1/1/2017	10/30/2017	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
DGS	NATIONAL SERVICE CONTRACTORS	GROUND MAINTEN/ANCE SERVICES		\$1,177,802.00	4/20/2015	12/31/2019	Active	Per Employer		6	5	N/A	N/A	N/A	N/A	N/A	N/A
DOC	Hope Village Inc.	Hope Village Inc		\$989,931.00	8/14/2017	8/13/2018	Active	Per Employer		5	4	N/A	N/A	N/A	N/A	N/A	N/A
DC DISB	HOUSING COUNSELING SERVICES	Housing Counseling Services		\$983,500.00	10/1/2017	9/30/2018	Active	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	MILESTONE THERAPEUTIC SERVICES	Human Care Agreement - Milestone Therapeutic		\$250,000.00	7/9/2017	7/8/2018	Active	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A
DBH	SOME	HUMAN CARE AGREEMENT (SATS)		\$400,000.00	10/1/2014	9/30/2015	Active	Per Employer		2	2	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	MULTICULTURAL REHAB	HUMAN CARE AGREEMENT -EVALUATION ASSESSMENT		\$300,000.00	6/17/2015	6/16/2016	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	Echelon Community Services	ILP-RU		\$998,493.08	3/7/2013		Per Employer Active	Per Employer		10	3	N/A	N/A	N/A	N/A	N/A	N/A
DPMED	Multicorp Inc.	Incanto		\$90,000.00	9/1/2017	9/1/2018	Active	Per Employer		4	1	N/A	N/A	N/A	N/A	N/A	N/A
OCP	STOCKBRIDGE CONSULTING	INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE/IDIQ		\$950,000.00	7/1/2015	7/2/2016	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DBH	SOME	JORDAN HOUSE CRISIS STABILIZATION PROGRAM		\$732,838.00	10/1/2012	9/30/2012	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
OCP	RON SMITH & ASSOCIATES, INC.	LATENT FINGERPRINT EXAMINER		\$576,000.00	8/27/2015	9/30/2016	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	Leading Age Inc.	LEADING AGE		\$500,000.00	12/1/2010	6/15/2016	Active	Per Employer		8	2	N/A	N/A	N/A	N/A	N/A	N/A
DBH	CLEAN AND SOBER STREETS	LEVEL 1, 11, AND 111 SUBSTANCE ABUSE TREATMENT SERVICES		\$1,749,998.99	10/1/2015	9/30/2016	Active	Per Employer		7	5	N/A	N/A	N/A	N/A	N/A	N/A
OCP	AmeriN/Ation/Al Community Services	Loan Services - Amerinational Community Services LLC		\$2,553,410.91	4/16/2017	4/15/2018	Active	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A

OCP	AmeriHealth Caritas District of Columbia	Managed Care Organization		\$600,000,000.00	5/1/2013	9/30/2017	Active	Per Employer		49	46	N/A	N/A	N/A	N/A	N/A	N/A
OCP	THE COMMUNITY PARTNERSHIP FOR THE PREVENTION OF HOMELESSNESS	MANAGEMENT OF HOMELESS CONTINUUM		\$342,553.00	1/1/2012	12/1/2017	Active	Per Employer		19	14	N/A	N/A	N/A	N/A	N/A	N/A
DBH	ANCHOR MENTAL HEALTH ASSOCIATION, INC.	MENTAL HEALTH AND REHABILITATION SERVICE_ ANCHOR MENTAL HEALTH ASSOCIATION, INC.		\$535,100.00	10/1/2014	10/1/2020	Active	Per Employer		2	2	N/A	N/A	N/A	N/A	N/A	N/A
DBH	McCLENDON CENTER	MENTAL HEALTH AND REHABILITATION SERVICE_ McCLENDON CENTER		\$846,925.00	10/1/2014	10/1/2019	Active	Per Employer		19	7	N/A	N/A	N/A	N/A	N/A	N/A
DBH	Community Connections	MHRS_2 Community Connections		\$1,615,830.02	10/1/2015	10/1/2019	Active	Per Employer		46	20	N/A	N/A	N/A	N/A	N/A	N/A
OCP	PUBLIC PERFORMANCE MANAGEMENT, LLC	MISSION ORIENTED BUSINESS INTEGRATED SERVICES_ PUBLIC PERFORMANCE MANAGEMENT, LLC		\$950,000.00	1/29/2014	ON-GOING	MOBIS/RELINQUISH	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DC DISB	HOUSING COUNSELING SERVICES	NBA HOUSING SERVICES		\$1,595,000.00	10/1/2016	9/30/2019	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	The National Center for Children and Families	NCCF Innovative Family Connections		\$23,551,853.00	10/1/2017	9/30/2020	Active	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
DCPS	MILESTONE THERAPEUTIC SERVICES	OCCUPATION/AL AND PHYSICAL THERAPY SERVICES_ MILESTONE THERAPEUTIC SERVICES		\$2,000,000.00	8/1/2014	6/1/2019	Active	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
OCP	ALL PRO ALL SERVICES	OCTIME Production Staffing		\$975,000.00	7/27/2017	7/26/2022	MOBIS	Per Employer		8	4	N/A	N/A	N/A	N/A	N/A	N/A
DBH	THE FOUNDATION FOR CONTEMPORARY MENTAL HEALTH	PIDARC/NEXT STEP		\$89,936,740.00	10/1/2014	9/30/2019	Active	Per Employer		5	4	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Hope Village Inc.	PRE-RELEASE COMMUNITY CORRECTIONAL CENTER		\$981,850.05	7/1/2014	6/30/2020	Active	Per Employer		9	5	N/A	N/A	N/A	N/A	N/A	N/A
CFSA	CATHOLIC CHARITIES OF ARCHDIOCESE OF WASHINGTON	Project Connect		\$1,860,000.00	9/1/2017	9/1/2019	Active	Per Employer		4	2	N/A	N/A	N/A	N/A	N/A	N/A
DOT	C&D TREE SERVICE	PRUNING SERVICES		\$2,275,000.00	10/1/2014		MOBIS	Active		4	0	N/A	N/A	N/A	N/A	N/A	N/A
OCP	CATHOLIC CHARITIES OF ARCHDIOCESE OF WASHINGTON	PSHP CASE MANAGEMENT SERVICES		\$3,117,707.72	5/28/2015	5/1/2020	Active	Per Employer		6	0	N/A	N/A	N/A	Y	N	N/A
DHCF	QUALIS HEALTH	QUALITY IMPROVEMENT ORGANIZATION		\$18,000,000.00	2/1/2014	1/30/2020	Active/SEATTLE WAS	Per Employer		1	0	N/A	N/A	N/A	N/A	N/A	N/A
OCP	RCM OF WASHINGTON	RCM OF WASHINGTON		\$862,874.06	10/1/2014	9/30/2019	Active	Per Employer		45	15	N/A	N/A	N/A	N/A	N/A	N/A
DBH	SOME	RECOVERY SUPPORT SERVICES/THEA BOWMAN		\$485,715.00	10/1/2015	4/6/2018	CLOSED	Per Employer		12	7	YES	N/A	N/A	N/A	N/A	N/A
DBH	BREAD FOR THE CITY	REP. PAYEE PROJECT		\$887,877.04	10/1/2013	9/30/2019	Active	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
	SAFE SHORES	SAFE SHORES/CAC GRANT		\$900,000.00	10/1/2014	9/30/2019	Active/GRANT	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	SAFEWAY INC	SAFEWAY INC.		\$2,300,000.00	8/12/2011	8/12/2021	Active	Per Employer		17	17	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	K. Neal InterN/Ation/Al Trucks	School Bus Maintenance - K. Neal Idealease Inc		\$950,000.00	9/4/2017	9/1/2020	Active/MOBIS	Per Employer		4	4	N/A	N/A	N/A	N/A	N/A	N/A
OSSE	FLEETPRO INC	SCHOOL BUS MAINTENANCE SERVICES		\$900,000.00	6/1/2017	5/30/2019	Active/MOBIS	Per Employer		1	1	N/A	N/A	N/A	N/A	N/A	N/A
OCP	COMMUNITY TECH LLC	Skill Training		\$345,000.00	3/20/2017	3/1/2019	Active	Per Employer		3	2	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	RESTON LIMOUSINE & TRAVEL SERVICES	South West Neighborhood Shuttle		\$683,363.00	10/1/2017	10/1/2019	Active	Per Employer		17	4	N/A	N/A	N/A	N/A	N/A	N/A
DGS	Millennium Pool Service, LLC	SPRAY PARK MAINTENANCE AND REPAIRS	\$863,000.00	\$863,000.00	3/1/2016	3/1/2019	Active	Per Employer		4	1	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Medical Transportation MaN/Agement, Inc	Student Transportation Services		\$2,983,183.00	8/26/2017	8/25/2020	Active	Per Employer		7	4	N/A	N/A	N/A	N/A	N/A	N/A
DBH	RAP, INC.	SUBSTANCE ABUSE TREATMENT SERVICES		\$1,400,000.00	10/1/2015	9/30/2020	Active	Per Employer		7	4	N/A	N/A	N/A	N/A	N/A	N/A
DBH	HCSC COMMUNITY ACTION GROUP	SUBSTANCE ABUSE TREATMENT_HCSC COMMUNITY ACTION GROUP		\$1,200,000.00	10/1/2015	9/30/2019	Active	Per Employer		3	1	N/A	N/A	N/A	N/A	N/A	N/A

DBH	UNITED PLANNING ORGANIZATION	SUBSTANCE ABUSE TREATMENT_ UNITED PLANNING ORGANIZATION		\$694,084.19	10/1/2013	9/30/2019	Active	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A
DBH	HUMILITY OUTREACH MISSION/ARY MINISTRIES	SUPPORTED RESIDENCE SERVICES_ HUMILITY OUTREACH MISSION/ARY MINISTRIES		\$987,872.50	10/1/2014	9/30/2020	Active	Per Employer		2	1	N/A	N/A	N/A	N/A	N/A	N/A
OCFO	NRI, INC.	TEMPORARY PERSONNEL SUPPORT SERVICES		\$707,574.40	2/23/2015	2/1/2019	Active	Per Employer		12	5	N/A	N/A	N/A	N	N	N/A
DBH	J&E Associates, Inc.	TEMPORARY STAFFING FOR BEHAVIORAL HEALTH NURSING SERVICES/TWO		\$408,363.82	4/1/2016	4/1/2019	Active	Per Employer		9	5	N/A	N/A	N/A	N/A	N/A	N/A
OCP	Midtown Personnel, Inc.	TEMPORARY STAFFING SERVICES_ Midtown Personnel, Inc.		\$1,225,224.00	10/1/2015	9/30/2020	Active	Per Employer		2	2	N/A	N/A	N/A	N/A	N/A	N/A
OCP	ROSS PROFESSION/AL SERVICES	TEMPORARY STAFFING SERVICES_ROSS PROFESSION/AL SERVICES		\$516,816.64	10/1/2015	COMPLETE	COMPLETE	Per Employer		3	3	YES	N/A	N/A	N/A	N/A	N/A
OCP	CSI CORPORATION OF DC	Temporary Support Services_ CSI CORPORATION OF DC		\$950,000.00	8/1/2015	MOBIS	Active	Per Employer		12	8	N/A	N/A	N/A	N/A	N/A	N/A
	Multicorp Inc.	The Channel		\$400,000.00	9/25/2017	9/1/2019	Active	Per Employer		19	11	N/A	N/A	N/A	N/A	N/A	N/A
DMPED																	
DOC	REYNOLDS AND ASSOCIATES	THE FAIRVIEW	\$990,000.00	\$990,000.00	8/14/2016	8/1/2019	Active	Per Employer		3	3	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Brothers Mechanical, Inc.	The Highline	\$64,484,750.00	\$5,100,000.00	9/1/2017	9/1/2018	Active	Per Subcontractor		3	2	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	CAMERON BUILDING ENVELOPE SPECIALISTS LL	The Highline	\$64,484,750.00	\$255,000.00	11/22/2018	11/22/2019	Active	Per Subcontractor		2	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Clark Construction Group, LLC	The Highline	\$64,484,750.00	\$64,484,750.00	3/1/2017	4/19/2019	Active	Per Subcontractor		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Cochran & Mann, Inc.	The Highline	\$64,484,750.00	\$650,000.00	6/1/2018	11/30/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Diverse Masonry Corporation	The Highline	\$64,484,750.00	\$534,000.00	1/1/2018	1/1/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Manganaro Midatlantic, LLC	The Highline	\$64,484,750.00	\$4,036,499.00	12/20/2016	12/12/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Material Distributor, Inc.	The Highline	\$64,484,750.00	\$107,000.00	6/1/2017	6/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Millennium Pool Service, LLC	The Highline	\$64,484,750.00	\$155,000.00	1/1/2018	1/1/2019	Active	Per Subcontractor		2	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Power Design, Inc.	The Highline	\$64,484,750.00	\$6,500,000.00	6/15/2016	4/12/2019	Active	Per Subcontractor		3	2	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	RB Hinkle Construction, Inc.	The Highline	\$64,484,750.00	\$231,934.00	1/2/2018	1/2/2019	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Salco Mechanical Contractors	The Highline	\$64,484,750.00	\$4,325,000.00	7/30/2017	7/30/2018	Active	Per Subcontractor		4	4	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	SMC Concrete Construction	The Highline	\$64,484,750.00	\$10,225,000.00	3/1/2017	1/31/2018	Complete	Per Subcontractor		63	38	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	The Miller Clapperton Partnership	The Highline	\$64,484,750.00	\$2,020,000.00	5/19/2017	10/1/2017	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Universal Stones, Inc.	The Highline	\$64,484,750.00	\$250,000.00	9/1/2017	9/1/2018	Active	Per Subcontractor		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Wings Enterprises	The Highline	\$64,484,750.00	\$615,000.00	6/20/2017	3/1/2019	Active	Per Subcontractor		2	2	N/A	N/A	N/A	N/A	N/A	N/A
		Cumulative Hiring Statistics								80	48						
DMPED	Connally Contracting Corporation	The Parks at Walter Reed	2,000,000	\$1,200,000.00	4/24/2017	8/30/2017	Closed Out	N/A		5	3	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Mulford Construction Company, Inc.	The Parks at Walter Reed	2,000,000	\$800,000.00	5/1/2017	7/15/2017	Closed Out	N/A		0	0	Yes	N/A	N/A	N/A	N/A	N/A
										5	3						
DMPED	NorthStar	The Parks at Walter Reed Demolition and Abatement	\$18,593,820.00	\$18,593,820.00	7/10/2017	2/10/2018	Active	N/A		3	2	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Strittmatter Metro, LLC	The Parks at Walter Reed Demolition and Abatement	\$18,593,820.00	\$1,680,000.00	5/1/2018	2/10/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	DEMCO INC.	The Parks at Walter Reed Demolition and Abatement	\$18,593,820.00	\$3,500,000.00	6/29/2018	3/29/2019	Active	N/A		6	0	N/A	N/A	N/A	N/A	N/A	N/A
										9	2						
DMPED	The Whiting-Turner Contracting Company	The Parks at Walter Reed Mothball	\$995,300.00	\$995,300.00	12/12/16	12/31/2017	Complete	N/A		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Joseph J. Magnolia, Inc.	The Parks at Walter Reed Mothball	\$995,300.00	\$232,141.00	12/1/2016	5/31/2018	Complete	N/A		1	1	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	CYNERGY ELECTRIC COMPANY INC	The Parks at Walter Reed Mothball	\$995,300.00	\$238,050.00	12/1/2016	5/1/2018	Complete	N/A		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	J.S. Wagner Company	The Parks at Walter Reed Mothball	\$995,300.00	\$122,028.00	12/1/2016	5/1/2018	Complete	N/A		0	0	Yes	N/A	N/A	N/A	N/A	N/A
DMPED	Eagle Construction Solutions, LLC	The Parks at Walter Reed Mothball	\$995,300.00	\$245,714.00	12/12/2016	3/31/2018	Complete	N/A		0	0	Yes	N/A	N/A	N/A	N/A	N/A
										1	1						
DMPED	ELLISDALE CONSTRUCTION LLC	The Parks at Walter Reed-Abrams Hall	\$9,694,024.00	\$9,694,024.00	5/14/2018	6/14/2019	Active	N/A		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	AGM Contracting Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$1,183,330.00	3/1/2017	12/1/2018	Active	Cumulative		15	2	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Annapolis Exteriors, Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$411,700.00	8/31/2017	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Belfast Valley Contractors	The Views at Waterfront Modern on M	\$55,088,000.00	\$7,057,000.00	5/11/2017	5/11/2018	Active	Cumulative		76	43	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Breedon Mechanical, Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$3,266,214.00	1/10/2017	9/12/2018	Active	Cumulative		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Bunting Door & Hardware Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$750,000.00	8/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Calumet Interiors LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$317,915.00	3/1/2018	6/30/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A

Q086 c -FS Agreements.xlsx Projects with 51% New Hires Requirements

Q086 c First Source projects

Office of Zoning	CB Flooring, LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$1,086,743.00	12/1/2017	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Closet Interiors Plus, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$32,299,500.00	8/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Congressional Iron Works Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$10,801.56	8/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Consolidated Waterproofing Contractors	The Views at Waterfront Modern on M	\$55,088,000.00	\$670,000.00	3/9/2017	9/1/2018	Active	Cumulative		2	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	East Coast Poured Floors, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$293,000.00	10/10/2017	3/31/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	E-Landscape Specialty Solutions, LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$678,176.00	1/29/2018	7/31/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	G & I Contracting, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$2,045,170.00	8/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Gaithersburg Architectural Millwork Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$515,000.00	10/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	GOODWIN BROTHERS SHADES & SPECIALTIES	The Views at Waterfront Modern on M	\$55,088,000.00	\$139,450.00	5/21/2018	8/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Granite America, LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$581,260.00	8/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Griffin Dewatering Mid-Atlantic, LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$370,000.00	9/12/2016	9/23/2016	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Italkraft Mid-Atlantic	The Views at Waterfront Modern on M	\$55,088,000.00	\$960,000.00	8/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	J&W Caulking Applicators, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$255,853.00	6/29/2017	6/29/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Joseph J. Magnolia, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$560,000.00	8/1/2016	12/31/2016	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Katchmark Construction Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$3,081,000.00	10/1/2017	5/1/2018	Active	Cumulative		5	4	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Marathon Building Services	The Views at Waterfront Modern on M	\$55,088,000.00	\$110,000.00	9/1/2017	11/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	MCRT View Dev LLC/ MCRT Mid Atlantic Construct	The Views at Waterfront Modern on M	\$55,088,000.00	\$55,088,000.00	8/1/2016	8/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	MCV Solutions, LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$336,247.22	1/1/2018	6/30/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	NCF Interiors a division of Lakota Contracting, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$2,650,000.00	3/17/2017	10/1/2017	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Otis Elevator Company	The Views at Waterfront Modern on M	\$55,088,000.00	\$778,999.00	1/1/2017	9/1/2018	Active	Cumulative		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Ramsey Masonry Company, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$12,000,000.00	8/31/2016	9/12/2018	Active	Cumulative		4	3	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	RFC, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$3,418,500.00	4/1/2017	9/1/2017	Active	Cumulative		1	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	SCCP LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$536,850.00	8/3/2016	9/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Solar Sheet Metal Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$395,000.00	7/1/2017	9/30/2018	Active	Cumulative		1	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Southland Insulators, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$381,000.00	9/1/2017	4/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Tenelec Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$6,400,000.00	3/20/2017	3/1/2018	Active	Cumulative		0	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	The Anderson Company, LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$2,949,300.00	9/1/2016	9/30/2017	Active	Cumulative		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Utility Systems C&E, LLC	The Views at Waterfront Modern on M	\$55,088,000.00	\$809,959.00	5/24/2016	3/30/2017	Active	Cumulative		1	0	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	VSC Fire & Security Inc	The Views at Waterfront Modern on M	\$55,088,000.00	\$965,000.00	12/1/2016	8/30/2017	Active	Cumulative		2	1	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Wings Enterprises, Inc.	The Views at Waterfront Modern on M	\$55,088,000.00	\$299,820.00	12/20/2016	12/1/2018	Active	Cumulative		10	6	N/A	N/A	N/A	N/A	N/A	N/A
		Cumulative Hiring Statistics								120	62						
DMPED	CBRE	The Wharf - Parcel 3A		\$300,000.00	9/1/2017	9/1/2018	Active	Per Employer		4	1	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	CONCORD PAYROLL WHARF TWO LLC	The Wharf - Parcel 3A (Hyatt House)		\$348,000.00	3/1/2017	3/1/2018	Active	Per Employer		151	77	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	CONCORD PAYROLL WHARF ONE LLC	The Wharf Parcel 5-Concord Payroll Wharf One dba Canopy by Hilton Washington		\$348,000.00	3/1/2017	3/1/2018	Active	Per Employer		207	99	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	ADMIRAL SECURITY SERVICES	The Wharf Project Association		\$1,000,000.00	9/10/2017	10/1/2018	Active	Per Employer		23	14	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Harris Teeter, LLC	The Yards - Harris Teeter		\$0.00	11/15/2014	11/1/2021	Active	Per Employer		60	39	N/A	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Berkel & Company Contractors, Inc.	The Yards Parcel L Excavation	\$7,305,271	\$1,981,500	11/1/2017	11/1/2018	Closed	NA		3	2	Yes	N/A	N/A	N/A	N/A	N/A
Office of Zoning	The Anderson Company	The Yards Parcel L Excavation	\$7,305,271	\$2,446,700	11/1/2017	11/1/2018	Closed	NA		0	0	Yes	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Griffin Dewatering	The Yards Parcel L Excavation	\$7,305,271	\$289,000	11/1/2017	11/1/2018	Closed	NA		0	0	Yes	N/A	N/A	N/A	N/A	N/A
Office of Zoning	Penhall Company	The Yards Parcel L Excavation	\$7,305,271	\$321,158	11/1/2017	11/1/2018	Closed	NA		0	0	Yes	N/A	N/A	N/A	N/A	N/A
										3	2						
DHS	NCCF	Therapeutic Foster Care_The National Center for Children and Families		\$339,018.87	10/1/2015	9/30/2020	Active	Per Employer		10	1	N/A	N/A	N/A	N/A	N/A	N/A
CPSA	THE CHILDREN GUILD, INC.	Therapeutic Group Home		\$928,908.00	10/1/2015	9/30/2019	Active	Per Employer		3	0	N/A	N/A	N/A	N/A	N/A	N/A
OCP	TransitioN/AI Housing Corporation (THC)	Transitional Housing Corporation		\$500,000.00	8/6/2013	7/30/2019	Active	Per Employer		12	4	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Two Rivers Public Charter School	TWO RIVERS PUBLIC CHARTER SCHOOL	\$14,500,000.00	\$14,500,000.00	3/1/2013	IRB	Active	Per Employer		24	14	YES	N/A	N/A	N/A	N/A	N/A
OCP	UMBRELLA THERAPEUTIC SERVICE	Umbrella Group Home		\$864,000.00	4/28/2017	4/28/2020	Active	Per Employer		7	6	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	COLONIAL PARKING	Wharf Horizontal REIT Leasholder LLC		\$0.00	4/23/2014	4/29/2018	Active	Per Employer		42	27	N/A	N/A	N/A	N/A	N/A	N/A
OCP	WILSON LANGUAGE TRAINING CORP.	WILSON MULTI-TIERED SYSTEMS OF SUPPORT_3_WILSON LANGUAGE TRAINING CORP.		\$969,199.60	12/2/2013	9/30/2019	Active	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A

Q086 c -FS Agreements.xlsx Projects with 51% New Hires Requirements

Q086 c First Source projects

DC REVENUE BOND	See Forever Foundation	Year-Round Education Program at DYRS		\$16,977,313.00	7/1/2012	8/1/2018	RELINQUIS/TAX EXEMPT	Per Employer		2	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	YELP INC	Yelp COSM award		\$1,000,000.00	10/1/2017	9/30/2022	Active	Per Employer		212	73	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	SAFEWAY	Safeway		\$2,300,000.00	8/12/2011	8/12/2020	Active	Per Employer		40	37	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Advanced Caulking & Waterproofing, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$415,260.00	11/1/2015	11/1/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	AIW, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$4,582,773.00	11/1/2015	9/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Allsite Contracting	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$430,000.00	8/3/2015	4/29/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	American Automatic Sprinkler Company, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$3,932,000.00	3/1/2016	7/1/2016	Completed	Cumulative		10	5	Yes	No	No	No	No	No
DMPED	AMT, LLC (Fish Market)	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$665,890.00	7/1/2014	7/1/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Anchor Construction Corporation	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$3,570,000.00	5/12/2014	8/1/2015	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Andiemac Waterproofing	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$107,492.00	10/1/2016	10/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Arban & Carosi, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$580,000.00	1/1/2016	3/1/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Ark Construction Group, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$55,600,000.00	6/1/2014	12/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	B Coleman Flooring Installation LLC (Parcel 5)	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$325,000.00	4/1/2017	4/1/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Balfour Betty	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$28,415,000.00	10/1/2016	10/17/2017	Completed	Cumulative		1	1	Yes	No	No	No	No	No
DMPED	Beaver Marine Construction, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$190,499.00	7/16/2014	1/1/2015	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Bellingham Marine Industries, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$7,438,829.00	5/1/2014	1/1/2015	Completed	Cumulative		1	1	Yes	No	No	No	No	No
DMPED	Calvert Masonry	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,254,200.00	3/1/2016	10/1/2017	Completed	Cumulative		23	9	Yes	No	No	No	No	No
DMPED	Carr Waterfront Hotel, LLC (Intercontinental Hotel)	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$55,000,000.00	3/1/2016	6/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Chiaromonte	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$331,308.00	3/1/2017	6/1/2018	Completed	Cumulative		15	15	Yes	No	No	No	No	No
DMPED	Christman Mid-Atlantic Constructors	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,153,300.00	8/1/2014	12/1/2014	Completed	Cumulative		9	6	Yes	No	No	No	No	No
DMPED	Christopher Consultants, LTD	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$379,515.00	6/1/2014	8/1/2017	Completed	Cumulative		3	2	Yes	No	No	No	No	No
DMPED	Cianbro Corporation	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$18,895,118.00	3/28/2014	9/12/2014	Completed	Cumulative		30	9	No	Yes	No	No	No	No
DMPED	Clark Concrete Contractors, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$33,187,974.00	7/1/2015	8/31/2016	Completed	Cumulative		94	49	Yes	No	No	No	No	No
DMPED	Clark Construction Group, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$457,568,675.00	4/1/2014	9/1/2017	Completed	Cumulative		9	8	Yes	No	No	No	No	No
DMPED	Clark Foundations, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$6,154,149.00	9/1/2014	9/1/2015	Completed	Cumulative		36	9	No	No	No	No	No	No
DMPED	Clark Foundations, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$827,000.00	10/1/2016	7/31/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Cunningham Quill Architects, PLLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$254,600.00	6/20/2014	11/30/2015	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Del Metro, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,170,000.00	10/3/2016	10/31/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Delta Painting	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$800,000.00	1/2/2017	1/31/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Demolition Services, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$375,000.00	6/1/2014	10/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Door System	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$248,887.00	11/1/2016	11/30/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Dot Diamond Core Drilling, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$290,000.00	7/23/2014	9/23/2014	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Dynamic Contracting, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,285,178.00	8/1/2016	3/1/2017	Completed	Cumulative		6	5	Yes	No	No	No	No	No
DMPED	E.C. Korneffel Company	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$3,000,000.00	8/1/2014	12/1/2014	Completed	Cumulative		14	3	Yes	No	No	No	No	No
DMPED	ECS Capital Services PLLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$629,784.00	9/1/2014	9/1/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Engineered Construction Products, LTD	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$8,430,000.00	4/1/2016	7/1/2017	Completed	Cumulative		1	1	Yes	No	No	No	No	No
DMPED	Federal Painting, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$900,000.00	7/16/2016	9/8/2017	Completed	Cumulative		11	6	Yes	No	No	No	No	No
DMPED	Firvida Construction Company	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$822,461.00	8/1/2016	10/1/2017	Completed	Cumulative		8	3	Yes	No	No	No	No	No
DMPED	Fort Myer Construction Corporation	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,475,000.00	8/1/2014	8/1/2015	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Frank J. Dean Co	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$965,680.00	7/4/2016	7/31/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Gaithersburg Architectural Millwork Inc	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,652,935.00	8/1/2016	8/1/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Helix Electric, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$38,104,234.00	8/11/2014	10/1/2017	Completed	Cumulative		211	75	No	No	No	No	No	No
DMPED	Imperial Stone Paving Corporation	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$5,015,000.00	11/1/2016	11/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	ISEC, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$986,190.00	1/1/2017	6/30/2017	Completed	Cumulative		7	5	Yes	No	No	No	No	No
DMPED	J. Roberts, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$108,412.00	7/1/2014	10/1/2014	Completed	Cumulative		2	2	Yes	No	No	No	No	No
DMPED	James Myers	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$827,000.00	5/1/2017	10/1/2017	Completed	Cumulative		14	13	Yes	No	No	No	No	No
DMPED	JCM Associates, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$26,750,000.00	6/20/2014	12/1/2017	Completed	Cumulative		40	19	Yes	No	No	No	No	No
DMPED	JE Richards	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,253,240.00	11/1/2016	10/1/2017	Completed	Cumulative		25	15	Yes	No	No	No	No	No
DMPED	Joseph J. Magnolia, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$13,974,729.00	4/4/2016	9/29/2017	Completed	Cumulative		5	3	Yes	No	No	No	No	No
DMPED	Joseph J. Magnolia, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$403,282.00	2/21/2017	2/21/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	KG Sheet Metal	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$101,000.00	9/16/2016	10/1/2017	Completed	Cumulative		2	1	Yes	No	No	No	No	No
DMPED	Kogok, Inc	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,420,000.00	12/1/2016	10/1/2017	Completed	Cumulative		13	7	Yes	No	No	No	No	No
DMPED	Kone, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,283,000.00	1/1/2016	12/30/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Kusser FountainWorks	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,650,000.00	9/1/2014	9/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	L&L Construction Associates, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$746,360.00	1/21/2015	3/21/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	M.C. Dean, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$445,000.00	4/1/2014	10/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Manganaro Midatlantic, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$7,175,000.00	4/1/2016	4/30/2018	Completed	Cumulative		66	15	No	No	No	No	No	No
DMPED	Manning Construction, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$5,525,000.00	3/16/2015	1/16/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	McDonnell Landscape, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,216,000.00	4/1/2016	12/1/2017	Completed	Cumulative		1	0	No	No	No	No	No	No
DMPED	Metro Earthworks	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,608,000.00	10/2/2014	6/1/2015	Completed	Cumulative		1	1	Yes	No	No	No	No	No
DMPED	Metro Mechanical Contractors, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,094,000.00	10/1/2017	10/1/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Millennium Pool Service, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$321,000.00	9/1/2016	9/28/2018	Completed	Cumulative		2	1	Yes	No	No	No	No	No
DMPED	Miller & Long Company, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$8,442,752.00	6/1/2015	12/1/2016	Completed	Cumulative		42	22	Yes	No	No	No	No	No
DMPED	Miller and Long DC, Inc	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$36,250,000.00	6/1/2015	12/1/2016	Completed	Cumulative		131	68	Yes	No	No	No	No	No

Q086 c -FS Agreements.xlsx Projects with 51% New Hires Requirements

Q086 c First Source projects

DMPED	Moretrench American Corporation	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,947,438.00	7/1/2014	2/1/2016	Completed	Cumulative		8	3	No	No	No	No	No	No
DMPED	Paddock Swimming Pool Company	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$589,321.00	7/1/2016	7/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	PAM Masonry, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,110,403.00	5/11/2015	5/11/2019	Completed	Cumulative		6	4	Yes	No	No	No	No	No
DMPED	Parkinson Construction Company, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,100,000.00	3/1/2016	10/1/2017	Completed	Cumulative		14	2	No	No	No	No	No	No
DMPED	Perkins Eastman DC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$8,456,250.00	4/15/2014	4/15/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Precision Wall Tech	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$822,461.00	5/1/2017	10/1/2017	Completed	Cumulative		44	26	Yes	No	No	No	No	No
DMPED	Prospect Waterproofing Co.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,922,000.00	4/14/2014	4/14/2018	Completed	Cumulative		47	44	Yes	No	No	No	No	No
DMPED	Prospect Waterproofing Co. (Parcel 5)	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,326,152.00	12/1/2016	7/1/2018	Completed	Cumulative		29	26	Yes	No	No	No	No	No
DMPED	RB Hinkle Construction, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$565,000.00	8/1/2015	12/1/2015	Completed	Cumulative		1	1	Yes	No	No	No	No	No
DMPED	Reliant Drywall, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,233,500.00	4/1/2016	4/1/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Richter & Associates, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$297,000.00	6/14/2014	6/30/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Rugo Stone, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$316,500.00	5/1/2014	5/31/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Ruppert Landscaping	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,711,312.00	1/1/2016	10/1/2017	Completed	Cumulative		9	6	Yes	No	No	No	No	No
DMPED	S&J Service, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$179,800.00	4/1/2014	10/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Schneider Electric Buildings Critical Systems, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$884,500.00	10/1/2015	5/22/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Service Glass Industries	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$15,090,042.00	3/1/2017	3/1/2018	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Smith Midland Corp.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$485,000.00	7/1/2014	12/1/2014	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	The Anderson Company, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,120,000.00	6/1/2014	12/1/2015	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	The Anderson Company, LLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$10,283,000.00	6/1/2014	12/1/2015	Completed	Cumulative		9	9	Yes	No	No	No	No	No
DMPED	The Berlin Steel Construction Company	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$836,394.00	12/14/2015	6/30/2016	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	The Water Works, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$252,000.00	7/1/2014	12/1/2015	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Tidewater Glazing, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$11,690,000.00	5/1/2016	11/7/2016	Completed	Cumulative		131	53	No	No	No	No	NO	No
DMPED	TSI Architectural	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$2,093,200.00	9/1/2016	10/1/2017	Completed	Cumulative		16	6	No	No	No	No	No	No
DMPED	United General Contractors, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,179,990.00	4/4/2016	4/28/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	WDG Architecture, PLLC	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,863,220.00	3/1/2014	6/1/2017	Completed	Cumulative		0	0	Yes	No	No	No	No	No
DMPED	Wings Enterprises, Inc.	Southwest Waterfront Redevelopment The Wharf	\$457,568,675.00	\$1,901,781.00	7/23/2015	7/31/2016	Completed	Cumulative		10	5	Yes	No	No	No	No	No
	Cumulative Hiring Statistics									1157	564						
	N/A: Project is still underway or in closeout phase																
	Y*: Met First Source 51% Hiring project as a hold (cumulative), in compliance																

DMPED	MCKISSACK & MCKISSACK OF WASHINGTON, INC	DC United Soccer Stadium	\$171,067,100.00	\$343,300.00	4/26/2017	4/26/2018	Complete	Per Subcontractor		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	D. Byorick Steel Inc.	DC United Soccer Stadium	\$171,067,100.00	\$514,531.00	3/1/2017	5/30/2017	Complete	Per Subcontractor	23,508.00	5,010.50	2,051.50	1,261.00	0	0	0	0	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Mascara Construction Company LP	DC United Soccer Stadium	\$171,067,100.00	\$13,835,408.00	5/1/2017	6/1/2018	Complete	Per Subcontractor	85,186.00	18,795.50	4,867.50	3,001.00	41,182.00	16,599.50	1,536.50	0	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	DC Stadium, LLC	DC United Soccer Stadium	\$171,067,100.00	\$171,067,100.00	9/8/2015	9/8/2018	Complete	Per Subcontractor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Joseph J. Magnolia, Inc.	DC United Soccer Stadium	\$171,067,100.00	\$3,600,000.00	9/27/2017	4/1/2018	Complete	Per Subcontractor	4,573.00	0	0	0	7,769.50	3,878.00	0	0	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	W. M. Schlosser Company, Inc.	DC United Stadium Infrastructure Utility	\$171,067,100.00	\$13,752,000.00	5/10/2016	9/30/2016	Complete	Per Subcontractor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Anchor Construction Corporation	DC United Stadium Infrastructure Utility	\$171,067,100.00	\$13,752,000.00	5/10/2016	9/30/2016	Complete	Per Subcontractor	4,644.50	126	0.09	0	16,956.60	5,142.60	0	0	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DMPED	Premier Consultants International, Inc.	DC United Stadium Infrastructure Utility	\$171,067,100.00	\$210,066.78	7/1/2018	5/1/2018	Complete	Per Subcontractor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	0	N/A	N/A	N/A	N/A	N/A	N/A
<i>In process of closing out project to determined compliance.</i>																									
DGS	MCN Build	Murch Elementary School	\$68,300,000.00	\$68,300,000.00	5/1/2016	8/31/2018	Complete	Cumulative	143,00.00	33,238.42	41,179.65	28,515.22	32,918.90	11,384.06	13,169.36	9,237.20	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DGS	GCS-Sigal, LLC	Duke Ellington School of the Arts	\$22,750,000.00	\$22,750,000.00	7/1/2014	7/1/2016	Closed Out	Cumulative	419,472.84	85,986.63	72,102.07	53,050.35	109,605.76	53,477.96	151,435.20	96,291.04	0	0	0	Yes	N/A	N/A	N/A	N/A	N/A
DGS	GCS, Inc.	Garrison School	\$20,500,000.00	\$20,500,000.00	1/1/2017	8/1/2017	Active	Cumulative	46508.50	14093.75	10589.00	6887.50	11859.75	5238.50	7727.75	999.25	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
DGS	Gilbane Building Company	Marie Reed Elementary School	\$66,506,246.00	\$66,506,246.00	6/20/2016	7/18/2017	Completed	Cumulative	196386.76	38881.79	66108.96	44818.33	67767.91	32169.91	48538.92	28,314.44	0	0	0	N/A	N/A	N/A	N/A	N/A	N/A
<i>In process of closing out project to determined compliance.</i>																									
DHCD	Hamel Builders, Inc.	Benning Heights Apartments	\$10,257,563.00	\$10,257,563.00	1/1/2017	4/1/2018	Active	By Subcontractor																	
DHCD	FAIRNESS ENVIRONMENTAL SERVICES INC	Benning Heights Apartments	\$10,257,563.00	\$305,267.00	1/1/2017	4/1/2018	Active	By Subcontractor																	
DHCD	Harbor Roofing & Contracting, Inc.	Benning Heights Apartments	\$10,257,563.00	\$445,273.00	3/1/2017	12/1/2017	Active	By Subcontractor																	
DHCD	AEPA ARCHITECTS ENGINEERS INCAEPA Architects	Benning Heights Apartments	\$10,257,563.00	\$1,750,188.00	2/1/2017	4/1/2018	Active	By Subcontractor																	
DHCD	POS construction	Benning Heights Apartments	\$10,257,563.00	\$819,274.51	5/1/2017	6/1/2018	Active	By Subcontractor																	
DHCD	GLO Electric Services LLC	Benning Heights Apartments	\$10,257,563.00	\$5,012,387.00	1/1/2017	4/1/2018	Active	By Subcontractor																	
DHCD	POS construction	Benning Heights Apartments	\$10,257,563.00	\$819,274.51	5/1/2017	4/1/2018	Active	By Subcontractor																	
N/A: Project has not started listed as Inactive or Project still underway, in Process of Closing to Determine Compliance																									

INSTRUCTIONS: PLEASE FILL THIS TABLE OUT FOR ANY PROJECTS OR CONTRACTORS FOR WHICH PENALTIES HAVE BEEN ISSUED.						
A	B	C	D	E	F	G
Company Name	Project Name	Total Direct and Indirect Labor Cost	Penalty Assessed? (Y/N)	Penalty Amount Assessed & For Which Requirement (s)	Penalty Withdrawn ? (Y/N)	Penalty Amount Paid
NRI Inc.	Temporary Personnel Support Services	\$ 507,339.96	Y	\$ 22,196.12	N	\$ 22,196.12
Kalos	Metro Village	\$ 33,849.50	Y	\$ 3,000.00	N	\$ 3,000.00
Hayward Baker	Metro Village	\$ 40,382.00	Y	\$ 4,542.98	Y*	\$ 4,542.98
Anchor Construction	Metro Village	\$ 874,145.50	Y	\$ 30,540.46	N	\$ 30,540.46
Catholic Charities	PSHP Case Management Services	\$ 708,289.40	Y	\$ 1,000.00	N	\$ 1,000.00
Woodley House	Crossing Place	\$ 712,874.00	Y	\$ 19,238.69	Y*	\$0.00
Hardesty Concrete Construction	Metro Village Apartments	\$ 492,131.00	Y	\$ 36,909.83	Y*	\$0.00
Simpson of Maryland	Metro Village Apartments	\$ 131,064.69	Y	\$ 19,823.53	Y*	\$0.00
Agility Construction, LLC	Metro Village Apartments	\$ 682,059.55	Y	\$103,161.51	Y*	\$0.00
Miscellaneous Metals, Inc.	Metro Village Apartments	\$ 123,582.00	Y	\$3,089.55	Y*	\$0.00
Advanced Fire Protection Services	Metro Village Apartments	\$ 68,562.00	Y	\$6,856.20	N*	\$0.00
Ben Lewis Plumbing	Metro Village Apartments	\$ 223,447.00	Y	\$15,920.60	N*	\$0.00
Centennial Builders	Metro Village Apartments	\$ 173,342.09	Y	\$6,067.00	N*	\$0.00
Colonial Electric	Metro Village Apartments	\$358,956.00	Y	\$ 76,726.85	Y*	\$0.00
Y*: Office of Attorney General recommended the DOES withdrawn due to lack of jurisdiction. N*: No payment from Employer or appeal, District is pursuing enforcement and collection						

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

October 29, 2015

Shane Black
Business Manager
Clark Construction Group, LLC
650 Water Street, SW
Washington, DC 20024

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Berlin Steel Construction Company. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 38182

Contract Amount: 836,394.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Berlin Steel Construction Co., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "**apprentice**," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "**Operations**" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "**Improvements**"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "**Operations Period**" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 930108/I.W.Local15
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]


Dated this 21 day of October, 2015 .

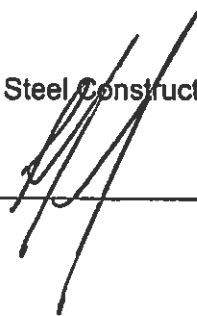
DOES:

EMPLOYER:

Department of Employment Services

By: Berlin Steel Construction Co

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Berlin Steel Construction Co
 ADDRESS 796 Cromwell Park Dr, Sulte T, Glen Burnie, MD 21061
 TELEPHONE NUMBER 443-749-5500 FEDERAL IDENTIFICATION NO. 06-0260720
 CONTACT PERSON Rick Bailey TITLE Vice President/Division Manager
 E-mail: rbailey@berlinsteel.com TYPE OF BUSINESS: Fabricator & Erector of Steel

ORIGINATING DISTRICT AGENCY Private Contracting
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Office Building FUNDING AMOUNT _____
 PROJECTED START DATE 12/14/15 PROJECT DURATION 6/30/16

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A				Local 5 Iron Workers	
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
	<i>please see attached</i>	

Revised 07/05

Name	Address	city state zip
Column1	Column2	Column3
Decatur, Anthony	7002 Aspen Ln	Spotsylvania, VA 22551
Farias, Alejandro	13212 May Ct	Silver Spring, MD 20906
Flores, Edwin	14507 DunsinaneTerr	Silver Spring, MD 20906
Fox, Robert	159 Woodside Trail	Annapolis, MD 21401
Hales, Joseph	8235 Chestnut Hill Place	Welcome, MD 20693
Kapaska, Shawn	8403 D St	Chesapeake, MD 20732
O'Hare, John	212 Newburg Ave	Catonsville, MD 21228
Rowe, Gary	335 South St	Hagerstown, MD 21740
Singh, Chris	2707 Pleasantdale Road	Vienna, VA 22180
Smith, Derek	5285 Bicknell Rd	Marbury, MD 20658
Young, William	27332 Birchwood Ct	Mechanicsville, MD 20659
Aguilar, David	4522 Kentland Drive	Woodbridge, VA 22193

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

December 1, 2016

Andrew Tomasello
Business Manager
Clark Construction group, LLC
7500 Old Georgetown Road
Bethesda MD 20814

Dear Mr. Tomasello

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Dynamic Contracting Inc.** Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment.** In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact Terry Kenner to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact Terry Kenner, terry.kenner2@dc.gov, 202-698-5849 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Michael I. Watts, Jr.
Associate Director
Office of Wage Hour First Source
Department of Employment Services

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 113398

Contract Amount: 1,285,178.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Dynamic Contracting Inc, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? *YES
NO
If yes, certification number: (Certification No. for Managing
LSDZ13955072019 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 91636
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]


Dated this 16 day of August, 2016,

DOES:

EMPLOYER: Dynamic Contracting Inc

Department of Employment Services

By: Maria Cartagena

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Dynamic Contracting Inc
 ADDRESS 1012 14th St NW Ste 310 Washington DC 20005
 TELEPHONE NUMBER 202-408-5009 FEDERAL IDENTIFICATION NO. 26-4566507
 CONTACT PERSON Maria Cartagena TITLE CEO
 E-mail: marlac@dynamic-contracting.com TYPE OF BUSINESS: Drywall Contractor

ORIGINATING DISTRICT AGENCY Private Funded (EB Development)
 CONTRACTING OFFICER: EBrean TELEPHONE NUMBER: 202-2443696
 TYPE OF PROJECT New Construction FUNDING AMOUNT 1,285,178.00
 PROJECTED START DATE 08/2016 PROJECT DURATION 03/2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	Mechanic	2FT	35k-37k		09/2016
B	Labors	2FT	24k-26k		09/2016
C					
D					
E					
F					
G					
H					
I					
J					
K					

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



ODIE DONALD II
DIRECTOR

July 20, 2017

Samantha Sperlbaum
Assistant Project Manager
Donohoe Construction Company
7101 Wisconsin Avenue, Suite 700
Bethesda, MD 20814

Dear Ms. Sperlbaum:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Gaithersburg Cabinetry & Millwork, Inc.** General or Subcontractor Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports must register in the First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

Reminder: All General Contractors must invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS).

If you have any questions or need additional information please contact **DeCarlo Washington**, (202) 698-5772, decarlo.washington@dc.gov.

Sincerely,

Michael I. Watts
Associate Director
Office of Wage-Hour

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 395-021

Contract Amount: \$1,652,935.00

Project Name: The Wharf Parcel 5 (the "Project")

Project Address: 700 Maine Ave. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: No

This First Source and Workforce Development Employment Agreement (this "**Agreement**") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "**DOES**" and Gaithersburg Cabinetry & Millwork, Inc., hereinafter referred to as "**EMPLOYER**".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and **EMPLOYER**.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, **EMPLOYER** will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("**WIP**"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent **WIP** is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
NO
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: NO
If yes, name of prime contractor: Donohoe Construction Company
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 12 day of July, ..

DOES:

EMPLOYER:

Department of Employment Services

By: [Signature]

By: [Signature]

7-24-12

By: Rocio Perez

**Dept. of Employment Services
Office of Employer Services**

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Gaithersburg Cabinetry & Millwork

ADDRESS 4338 Aiken Dr. Warrenton, VA 20187

TELEPHONE NUMBER 540-680-2780 FEDERAL IDENTIFICATION NO. [REDACTED]

CONTACT PERSON Rocio Perez TITLE Assistant Project Manager

E-mail: rperez@gcabinet.com TYPE OF BUSINESS: _____

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

[DOES Attach Monthly Reporting Compliance Form]

10/10/10

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

August 20, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Helix Electric, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

RECEIVED Q092
AUG 18 2014
Department of
Employment Services

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 35779, 35783, 35780, 35782

Contract Amount: \$38,104,234

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No) X

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Helix Electric, Inc, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
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- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("Employee Notification"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("Business Days") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
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- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
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- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

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- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

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- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

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- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 19th day of June, .

DOES:

Department of Employment Services

By: Drew Hubbard

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

By: [Signature]

By: Gray Wilkinson

EMPLOYMENT PLAN

NAME OF FIRM Helix Electric, INC
 ADDRESS 14150 Parkeast Circle, Suite 120, Chantilly, VA 20151
 TELEPHONE NUMBER 703.657.0060 FEDERAL IDENTIFICATION NO. 33-0124909
 CONTACT PERSON David Dobson TITLE Human Resources
 E-mail: ddobson@helixelectric.com TYPE OF BUSINESS: Electrical Contractor

ORIGINATING DISTRICT AGENCY DMPED
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Construction FUNDING AMOUNT \$38,104,234
 PROJECTED START DATE 8/11/2014 PROJECT DURATION October 2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	JW	5 F/T	\$24 -\$28 PH		
B	APP	5 F/T	\$10 - \$16		
C					
D					
E					
F					
G					
H					
I					
J					
K					

Name	Employee No	Ward
Chris Henry	009659	
Salvador Trevizo	010148	
Murmin Muminovic	010681	
Oscar Soto	012928	
Noe Cumatz	009738	
Gustavo Sanchez	010235	
Raheem Harris	014069	8
Travis Best	014620	5
Daniel Nunez	014063	6
Douglas Sullivan	014528	3
Kenneth Cantrell	014751	
Wayne DeCoste	009276	
Fabian Aguilar	009277	
Robert Swearingen	011591	
Robert Swearingen Sr.	011741	
Jamy West	012111	
Phillip Smith	012124	
Karl Shook	013996	
Brandon Shaw	014043	
Leroy Roundtree	014065	
Matthew Moore	014085	
Watson Samuel	014109	
Dwight Simpson	014110	
Charles Nobles	014192	
Morris Greene	014272	
Amos Luke	014312	
Eric Wilson	014328	
Luther Bryan	014329	
Jason Phillips	014335	
Atlee Grey	014370	
Calvin Womack	014426	
Abdiul Rasheed	014437	
Donovan Davidson	014473	
D'Andre Dansby	014537	
Duke Campbell	014557	
Aundell Terrell	014558	
Jeff Williams	014589	
Britt Walker	014616	
Jonathan Murray	014682	
Solomon Davis	014708	
Dylan Oldaker	014113	
Anthony Butler	014132	
Roman Caples	014137	
Viacheslav Gorishnyi	014164	
Paul Silver II	014301	

Arshan Lewis	014308	
Davlan Gregory	014310	
Christopher Craig	014486	
Travis Washington	014493	
Christopher Gomola	014534	
Hubert Philogene	014555	
Gregory Butler	014578	
Aristides Garcia	014628	
Jose Galtan	014636	
Royal Bailey	014638	
Clay Hargrave	014742	
Bruce Rose Jr	014871	
Juan Esparza	014873	
Jacobi Hawkins	013721	
Sean Jones	014205	
Jaime Umazor	014262	
Ralph Hepperle	014303	
Dewey Craig	014332	
Tudor Rotaru	014424	
John Martin	014580	
Roy Wood	007359	
John Mikkelson	001011	
Tracy Valenta	001241	
Adam Perry	013533	
Steven Mann	013536	
Jose Cruz	013599	
Robert Karpensky	013695	
Brandon Floyd	013813	
Mark Myers	013836	
Nathaniel Lassiter	013938	
Antonel Castravete	013942	
Alexander Letari	013971	
Stuart Green	014053	
Khristian Tackett	014070	
James Gifford	014078	
Reginald Latta	014081	
Joseph Griffith	014118	
Justin Wines	014140	
Petru Mihai	014165	
Marlon Menacho	014166	
Ricardo Medina	014169	
Justin Buchanan	014225	
Matthew Schweitzer	014234	
Nathaniel Campbell	014235	
Paul Wallace	014237	
Levi Schweers	014242	
Luis Escobar	014255	

Paul Thomas	014256	
Cristhian Area	014261	
Michael Lilley	014265	
Petru Dubenco	014266	
Jamar Baker	014270	
Bradford Kerwin	014290	
Bruce Ankenman	014381	
Robert Snell	014404	
Adam Mingee	014458	
Miles Litton	014504	
Glen Lamboy	014511	
Seth Davis	014524	
Willian Reyes	014530	
Steven Persinger, Jr	014554	
Henry Ipanaque Riva	014559	
Gulson Rivera	014561	
John Paxon	014562	
Matthew Mabalot	014571	
Andrew Hardy	014572	
Coriedus Evans	014573	
Jairo Bonilla	014574	
Ronald Polo	014575	
Alan Tolliver	014614	
Julio Guerrero	014635	
Nelson Orellana	014641	
Desmond Smyth	014661	
Deterris Callaway	014677	
Cooper Johnson	014789	
Kenneth Kanealii	014790	
Camron Greene	014844	
Christopher Soriano	014875	
Mark Zimmerman	009961	
Chad Beers	010041	
Oswaldo Sanchez	010236	
Mihal-Petru-Dacu Burca	013893	
Luis Escobar	014190	
Jorge Cruz	014246	
Danny Cruz Menjivar	014259	
Elmer Jurado	014302	
Nasir Khan	014307	
Elvis Rivera	014309	

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

November 28, 2016

Andrew Tomasello
Business Manager
Clark Construction group, LLC
7500 Old Georgetown Road
Bethesda MD 20814

Dear Ms. Tomasello

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Imperial Stone Paving Corporation**. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact DeCarlo Washington, decarlo.washington@dc.gov, 202-698-5772 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Michael I. Watts, Jr.
Associate Director
Office of Wage Hour First Source
Department of Employment Services

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 38579

Contract Amount: \$ 5,015,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Imperial State Planning Corporation, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("Employee Notification"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or **placement arrangement with DOES or WIP, if operational; or**
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES NO
 If yes, certification number: (Certification No. for Managing 828810838
 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 91628
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: CLARK Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 14th day of January 2016 , .

DOES:

Department of Employment Services

By:  11-28-16

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

Imperial Stone Paving Corporation

By: Larry D. Snyder CEO

By: 

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Imperial Stone Paving Corporation
 ADDRESS 7020 Troy Hill Drive Suite C Elkridge, MD 21075
 TELEPHONE NUMBER 410-379-0303 FEDERAL IDENTIFICATION NO. 46-4372710
 CONTACT PERSON Dan Pensyl TITLE Director of Field Operation
 E-mail: dpensyl@imperialstonepaving.com TYPE OF BUSINESS: Install Pavements

ORIGINATING DISTRICT AGENCY Private Funded (EBacon)
 CONTRACTING OFFICER: Elinor Bacon TELEPHONE NUMBER: 484-0010
 TYPE OF PROJECT Construction FUNDING AMOUNT 5,015,000.00
 PROJECTED START DATE 11/1/16 PROJECT DURATION 11/1/17

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

November 13, 2015

Shane Black
Business Manager
Clark Construction Group, LLC
650 Water Street, SW
Washington, DC 20024

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and ISEC, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 113307

Contract Amount: \$986,190.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and ISEC, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
- If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO 91614
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]


Dated this 23 day of October 2015,

DOES:

EMPLOYER:

Department of Employment Services

By:

By: 

By: Drew Hulbert
Dept. of Employment Service

Dept. of Employment Services *DD*
~~Office of Employer Services~~

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM ISEC, Inc.
 ADDRESS 11840 West Market Place, Suite P
 TELEPHONE NUMBER 410-381-6049 FEDERAL IDENTIFICATION NO. 84-0577348
 CONTACT PERSON Tomis Katanic TITLE Installation Manager
 E-mail: TKatanic@isecinc.com TYPE OF BUSINESS: Specialty Contractor

ORIGINATING DISTRICT AGENCY Privately Funded
 CONTRACTING OFFICER: N/A TELEPHONE NUMBER: N/A
 TYPE OF PROJECT Residential FUNDING AMOUNT \$986,190
 PROJECTED START DATE January 1, 2017 PROJECT DURATION 6 months

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Tony Lightfoot	77712	2
Craig Vaughn	77021	7
Tyrone Clayton	78902	7
Emerson Novoa	57485	
Julio Villatoro	44949	
Alis Orellana	44958	
Ever Quijada	73717	
Phillip Geib	78970	
Fernando Vargas	51386	
Manuel Cordova	70861	
Martin Polson	79115	

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

September 29, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and J. Roberts, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure



**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 36206

Contract Amount: 108,412.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and J Roberts, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
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- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
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- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
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- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES X
 NO
 If yes, certification number: (Certification No. for Managing
 LSD252581062013 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES X NO
 If yes, D.C. Apprenticeship Council Registration Number: 91617
- XI. Indicate whether your firm is a subcontractor on this Project: YES X NO
 If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 25 day of September 2014

DOES:

EMPLOYER:

Department of Employment Services

By:

By: Drew Hubbard

By: see below

Dept. of Employment Services
Office of Employer Services

Name of Company: J Roberts, Inc.
Employer: J Roberts, Inc.
Address: 4750 Sherill Rd. NE
Washington, DC 20019
Telephone: 202-439-1417
E mail: t.j.chung@jrobertsinc.net
Signature: [Handwritten Signature]

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM J Roberts, Inc
 ADDRESS 4750 Sheriff Rd. NE Washington, DC 20019
 TELEPHONE NUMBER 202-399-1447 FEDERAL IDENTIFICATION NO. 54-1877008
 CONTACT PERSON TJ Chung TITLE Project Engineer
 E-mail: tj.chung@jrobertsinc.net TYPE OF BUSINESS: Construction Contractor

ORIGINATING DISTRICT AGENCY Privately Funded
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Construction FUNDING AMOUNT \$108,412
 PROJECTED START DATE 7/2014 PROJECT DURATION 10/2014

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Ricardo Aleman		DC
Juan Mejia		DC
KwonSik Min		VA
Kiwon Hur		DC
James Lee		MD
ChangHo Lee		VA
KwangHo Namkoong		VA

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

August 8, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and JCM Associates, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

RECEIVED
AUG 03 2014
Department of
Employment Services

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 113306
 Contract Amount: \$26,750,000
 Project Name: Southwest Waterfront Redevelopment (the "Project")
 Project Address: 600 - 1100 Water St. SW Ward: 6
 Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and JCM Associates, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing
 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 91352
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: ARK Construction Group
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 9th day of July, 2014

DOES:

EMPLOYER:

Department of Employment Services

By:

By: Drew Hubbard

By: Donna Duke

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM JCM Associates, Inc.
 ADDRESS 301C Prince Georges Blvd. Upper Marlboro, MD 20774
 TELEPHONE NUMBER 301-390-5500 FEDERAL IDENTIFICATION NO. 52-1538422
 CONTACT PERSON Donna Duke TITLE HR
 E-mail: d Duke@gojcm.com TYPE OF BUSINESS: HVAC Mechanical Contractor

ORIGINATING DISTRICT AGENCY DMPED
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Construction FUNDING AMOUNT \$ 26,750,000
 PROJECTED START DATE 06-20-2014 PROJECT DURATION 12/2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A				We plan to use	
B				current employees for this job	
C					
D					
E					
F					
G					
H					
I					
J					
K					

1004	Leverstein Jacques	7/31/1990	HVACMC	51-179-1498540 ^ Stafford VA (Stafford)	HVAC Tech	11 LINCOLN DR.
3047	Lewis Todd	8/29/2007	HVACMC	24-003-582920 ^ Arnold MD (Anne Arundel)	HVAC Tech	822 Ruxshire Road
1952	Lopez Hector	3/29/2005	PLUMB	51-153-1760962 ^ Manassas VA	Plumber	7603 Rosbury Ct
1692	Loza Sergio	8/13/2001	PLUMB	51-153-1497222 ^ Woodbridge VA	Plumber	1301 Bayside Ave
3141	Martinez-Ayala Jose	4/24/2013	LABSKL	51-510-1492456 ^ Alexandria VA	Skilled Laborer	603 Four Mile Rd
1076	McLee Jr. Richard	3/28/1995	PLUMB	51-187-1498480 ^ Front Royal VA	Plumber	518 W Main St
1411	Nelson Sr. Gary	11/12/1999	F/PLUM	24-017-589841 ^ Bryantown MD (Charles)	Foreman/Plumber	6170 LANDSDALE PLACE
3321	Nolen Bradley	5/13/2013	STMFT	24-003-000388164 ^ Severn MD (Anne Arundel)	Steamfitter	1120 Pemberton Ln
1610	O'hara Aaron	6/21/2011	PLUMB	24-033-597239 ^ Hyattsville MD	Plumber	7844 STATESMAN STREET
3215	Pena-Silva Jose	2/21/2012	APPR1	24-017-590512 ^ Hughesville MD (Charles)	Laborer	2107 Guilford Road
1284	Pinkas John	2/13/1998	F/STMFT	24-033-597595 ^ Hyattsville MD (Prince Georges)	Foreman/Steamfitter	16100 MURPHY PLACE
1589	Ponce Jose	3/26/2001	PLUMB	24-510-597040 ^ Baltimore MD (Baltimore City)	Plumber	2702 PHILBEN DRIVE
1734	Ponce Saul	3/18/2002	PLUMB	24-033-597805 ^ Hyattsville MD	Plumber	2831 HINSDALE DR.
3308	Ponce-Trejo Jaime	4/11/2013	LABSKL	24-021-584497 ^ Frederick MD (Frederick)	Skilled Laborer	8404 Malissa St
1418	Reminger Kenneth	12/6/1999	PLUMB	24-031-583799 ^ Clarksburg MD	Plumber	1396 HUNTING HORN LANE
1596	Reyes Daniel	4/11/2001	LABOR	24-031-591290 ^ Silver Spring MD	Plumber	13306 Bluebeard Terrace
3285	Rodriguez Jesse	2/11/2013	LABOR	51-059-1492456 ^ Alexandria VA (Fairfax)	Laborer	9144 Piney Branch Road
1654	Salamanca Fredis	7/6/2009	PLUMB	24-031-2390503 ^ Silver Spring MD	Plumber	3516 PAUL STREET
3014	Salgado-Lopez Wilmer	3/15/2007	APPRS	11-001-531871 ^ Washington DC	Helper	3300 Randolph Road
3203	Santana-Thomas Ramon	11/14/2011	LABOR	24-009-0003860923107653695 ^ Huntingtown MD	Laborer	5000 Fort Totten Dr NE
1020	Scott Sr. Robert	5/20/1991	F/STMFT	24-027-584282 ^ Ellicott City MD (Howard)	Foreman/Steamfitter	3905 Plum Point Rd
3117	Simpson Stephen	12/22/2008	HVACMC	24-033-597656 ^ Landover Hills MD (Prince Georg	HVAC Tech	8390 D MONTGOMERY RUN RD
1651	Solis Jose Hilmer	6/13/2001	PLUMB	24-033-597667 ^ Laurel MD (Prince Georges)	Plumber	3965 Warner Ave #B5
1650	Solis Jose Transito	8/21/2001	PLUMB	24-033-597667 ^ Laurel MD (Prince Georges)	Plumber	8409 LINDENDALE DRIVE
1704	Solis-Ponce Jose	5/26/2010	PLUMB	24-033-598307 ^ Glenn Dale MD (Prince Georges)	Plumber	411 Greenhill Avenue
3168	Torres Carits	1/2/2001	PLUMB	51-059-1495737 ^ Alexandria VA	Plumber	6914 PINE VALLEY DR
1565	Trejo Jose Adan	4/22/2002	PLUMB	24-033-597595 ^ Hyattsville MD (Prince Georges)	Plumber	3126 Brozar Ct
1676	Trejo Jose Fernando	3/21/2006	HVACMC	24-033-558122 ^ Stevensville MD (Queen Annes)	Plumber	2411 FORDHAM PLACE
2066	Trusso Bryan	11/21/2011	STMFT	51-153-1497222 ^ Woodbridge VA (Prince William)	HVAC Tech	134 MARYLAND AVENUE
3205	Tucker Steven	4/1/2013	STMFT	51-153-1497222 ^ Woodbridge VA (Prince William)	Steamfitter	13622 Clary Sage Dr
3302	Valladares-Delcid Noel	5/24/2010	PLUMB	24-003-0003908836107688622 ^ Laurel MD	Welder	6940 Mayfair Terrace
3167	Vasquez Torrico Ricardo	8/27/2001	PLUMB	51-153-1497222 ^ Woodbridge VA (Prince William)	Plumber	13547 Princedale Drive
1709	Vigil-Cruz Edwin	11/7/2011	APPR1	24-003-590257 ^ Friendship MD	Plumber	4470 EDSALL DRIVE
3200	York Brian	7/6/2009	PLUMB	51-153-1497222 ^ Woodbridge VA (Prince William)	Laborer	100 Sansbury Rd
3143	Zamora-Funes Luis	7/28/2003	STMFT	24-009-591073 ^ Prince Frederick MD (Calvert)	Plumber	14704 ENDSLEY TURN
1847	Barnes Donald	3/4/2010	STMFT	24-045-590738 ^ Mardefa Springs MD (Wicomico)	Welder	2755 German Chapel Rd
3162	Chasteen Michael	6/25/2013	LABOR	24-003-1710221 ^ Linthicum Heights MD	Steamfitter	8365 Hurleys Neck Road
3325	Claggett Thomas	1/13/2014	PLUMB	24-003-590983 ^ Pasadena MD (Anne Arundel)	Laborer	204 N Hammonds Ferry Rd
3137	King Matthew	1/22/2013	LABSKL	24-003-590075 ^ Deale MD	Plumber	214 LAKE ROAD
3280	Martin Allen	6/18/2012	LABOR	24-003-590311 ^ Glen Burnie MD	Skilled Laborer	964 Bay Drive
3242	Paul William	4/20/2006	APPRS	24-033-1867304 ^ District Heights MD	Laborer	106 2nd Ave SW
2072	Smith Antoine	6/25/2013	LABOR	24-003-0003914558107649446 ^ Pasadena MD	Helper	2130 County Rd #202
3326	Wilfs Trevor				Laborer	7734 Lee Dr

DOES referal

Empl No	Name	Hire Date	Labor Class	State	Title	Address	D.O.E.S. Referral
3100	Aguilar David	6/16/2008	APPRS	24-033-591140	Laborer	5621 67TH AVE	
3042	Alvarado Brian	10/17/2011	APPR1	51-153-1497222	Skilled Laborer	14105 MATTHEWS DRIVE	
1906	Alvarado Oscar	2/21/2012	PLUMB	51-510-1492456	Plumber	601 Four Mile Road	
3901	Anders Jr. Edward	3/29/2013	F/PLUM	54-003-000393541	Foreman/Plumber	16 Ambler Lane	
3276	Aparicio-Jimenez Augustin	1/16/2013	STMFT	24-021-584497	Steamfitter	550 Logan Street	
1617	Avejar Fidel	10/17/2011	PLUMB	24-033-597263	Plumber	4806 NANTUCKET ROAD	
1515	Avejar Hector	4/8/2009	PLUMB	24-033-597263	Plumber	5104 MANGUM ROAD	
3139	Avejar Margarito	3/1/2010	PLUMB	24-031-591290	Plumber	770 NORTHAMPTON DR.	
3194	Avejar Martin	10/17/2011	PLUMB	24-033-596997	Plumber	2212 TECUMSEH ST.	
1127	Avejar Sigifredo	6/18/2007	PLUMB	24-033-596997	Plumber	2608 OSAGE ST	
1495	Beaver Kevin	6/26/2000	F/PLUM	42-055-1176140	Plumber	3754 W Weaver Rd	
1464	Brooks Wendell	6/19/2001	PLUMB	24-009-590522	Plumber	5070 Sheckells Way	
1807	Calderon Edwin	3/3/2003	PLUMB	24-033-598313	Plumber	3507 WAYNESWOOD ROAD	
3244	Clouser Brian	6/19/2012	APPR1	24-003-591251	Laborer	210 Avondale Circle	
1812	Coreas Rosibel	3/10/2003	LABOR	51-153-1497222	Laborer	14489 Watson Ln Apt 11	
2067	Coreas Zolla Haide	3/27/2006	LABOR	51-059-1492456	Laborer	3126 Brosar Court	
1880	Crozier Christopher	6/7/2004	STMFT	24-017-588020	Steamfitter	2462 STREAMVIEW DRIVE	
3262	Dandy Nicholas	12/17/2012	LABOR	24-017-588020	Laborer	11672 Cygnet Dr	
3284	Day Gregory	2/5/2013	APPR1	24-017-0003854674	Laborer	5220 Eagle Dr	
2026	Diaz-Bonilla Miguel	11/7/2005	PLUMB	51-153-1497222	Plumber	16213 EAGLE FLIGHT CIRCL	
1561	Dotson Freddy	12/4/2000	STMFT	51-179-14918540	Steamfitter	36 BELLS HILLS ROAD	
1907	Files Christopher	9/7/2004	PLUMB	24-005-590995	Plumber	9613 Haven Farm Road	
1456	Flores Jaime	5/8/2000	PLUMB	24-033-597263	Plumber	5003 HOLLYWOOD ROAD	
1614	Flores Jose	5/14/2001	PLUMB	51-030-1494946	Plumber	807 Glazebrook Dr	
3010	Flores Jose Yovany	3/12/2007	APPRS	24-033-0003886161	Helper	2130 Brooks Dr	
1892	Flores-Bonilla Carlos	7/12/2004	PLUMB	51-059-2391234	Plumber	8032 Kidd St	
1269	Fultz Jr. Robert	1/7/1998	F/PLUM	42-009-1171980	Foreman/Plumber	1099 BARKMANRIDGE RD	
1544	Garcia-Lazo Leonel	11/15/2007	PLUMB	24-033-597667	Plumber	6957 MAYFAIR TERRACE	
3115	Gibbs Andrew	11/20/2008	PLUMB	24-003-595031	Plumber	962 WOODLAND CIRCLE	
1865	Gomez Ruedi	11/13/2003	PLUMB	51-153-1497222	Plumber	4905 LOMBAR LANE	
1908	Gomez-Galeas Oscar	1/31/2013	PLUMB	51-153-0003859272	Plumber	16545 SHERWOOD PL	
1344	Gondrich III Bonsal	9/16/1998	STMFT	51-177-1477611	Steamfitter	SHEPHERDS RD	
1475	Goulet Laurence	6/5/2000	F/PLUM	54-065-1560584	Foreman/Plumber	496 SUGAR HOLLOW ROAD	
3255	Hawkins Andy	10/24/2012	STMFT	24-011-0003911564	Steamfitter	18535 Crown Stone Rd	
1976	Heliker Eric	2/13/2013	PLUMB	24-003-590311	Plumber	592 Fox River Hills Way	
3145	Hernandez-Aceves Alfonso	7/7/2009	PLUMB	51-059-1494192	Plumber	6007 Bonnie Bern Court	
1036	Hershey Anthony	12/1/1993	F/PLUM	24-035-597212	Foreman/Plumber	114 GRANARD AVE	
1524	Ibarra Jose	8/7/2000	PLUMB	24-033-597263	Plumber	4806 NANTUCKET ROAD	
1905	Jareguel Rafael	1/22/2008	PLUMB	24-031-584579	Plumber	20538 STAFFORDSHIRE DR.	
3106	Johnson III William	6/6/2011	LABOR	24-017-588020	Laborer	11675 DCRAL COURT	
3185	Jones Ken	6/30/2011	APPR1	24-005-591597	Laborer	6101 Meadow Ave	
1950	Jones III William	3/15/2005	HVAC/MC	51-153-1497222	HVAC Tech	13708 MAYFAIR COURT	
3222	Joseph Brian	3/12/2012	STMFT	24-033-0003896436	Welder	6842 Riverdale Hd	
3324	Koehler II Matthias	6/25/2013	LABOR	24-003-0003915311	Laborer	1459 Old Fort Smallwood Rd	
3132	Kost Seth	4/20/2009	PLUMB	24-003-590983	Plumber	219 SOUTHWOOD ROAD	
3036	Lario Nelson	6/15/2007	LABOR	24-033-597413	Laborer	2130 Brooks Dr	

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORODIE A. DONALD II
ACTING DIRECTOR

February 16, 2017

Nicholas Sita
Project Engineer
The Whiting-Turner Contracting Company
301 M Street SW
Washington, DC 20024

Dear Mr. Sita:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Joseph J Magnolia** General Contractor or Subcontractor . Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment Pier 4**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports must register in the First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

Reminder: All General Contractors **must** invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS).

If you have any questions or need additional information please contact **DeCarlo Washington**, (202) 698-5772 decarlo.washington@dc.gov.

Sincerely,

Michael I. Watts
Associate Director
Office of Labor Law and Enforcement

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: _____

Contract Amount: \$403,282.00

Project Name: Southwest Waterfront Redevelopment Pier 4

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) ___ (No) X

This First Source and Workforce Development Employment Agreement (this “Agreement”) is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as “DOES” and _____, hereinafter referred to as Joseph J. Magnolia, Inc. “EMPLOYER”.

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor’s Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program (“WIP”), to be funded in part by the Master Developer’s contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

- those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.
- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
1. a good faith effort to comply is demonstrated by EMPLOYER;
 2. 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;
 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 91365
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Whiting-Turner
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 6th day of February

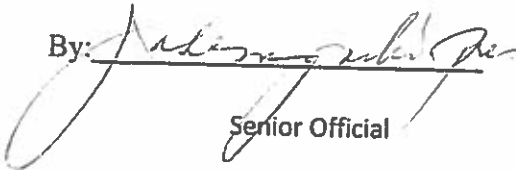
DOES:

EMPLOYER:

Department of Employment Services

By: Joseph J. Magnolia, Inc.

By:  ²⁻¹⁷⁻¹⁷

By: 
Senior Official

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Joseph J. Magnolia, Inc.

ADDRESS 600 Gallatin Street NE, Washington, DC 20017

TELEPHONE NUMBER 202-829-8510 FEDERAL IDENTIFICATION NO. [REDACTED]

CONTACT PERSON Emily Vaughan TITLE Compliance Officer

E-mail: evaughan@magnolia-companies.com TYPE OF BUSINESS: New Construction

ORIGINATING DISTRICT AGENCY Whiting-Turner

CONTRACTING OFFICER:
Nicholas Sita

TELEPHONE NUMBER:

TYPE OF PROJECT
Mechanical

FUNDING AMOUNT
\$403,282.00

PROJECTED START DATE

PROJECT DURATION

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	See Attached				
B					
C					

D					
E					
F					
G					
H					
I					
J					
K					

[DOES Attach Monthly Reporting Compliance Form]

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

Due to a down economy, we do not forecast a need to hire additional employees, in order to successfully execute the proposed construction at Southwest Waterfront Redevelopment. If Joseph J. Magnolia, Inc. encounters a need to hire additional employees for this project, we will post our job positions through the Department of Employment Services, pursuant to our First Source Employment Agreement. Joseph J. Magnolia, Inc. will transfer current employees (many of whom are DC residents) to this project.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

October 8, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Kone, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure



**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 6030326

Contract Amount: \$ 2,283,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Kone, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("Employee Notification"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("Business Days") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
- If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
- If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
- If yes, name of prime contractor: Clark Construction Grp LLC.
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 19th day of September, 2014.

DOES:

EMPLOYER: Justice P. Dryden

Department of Employment Services

By:

By: Drew Hubbard

By: _____

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Kone, Inc.
 ADDRESS 6901 Muirkirk Meadows Dr. Beltsville, MD 20705
 TELEPHONE NUMBER 301-459-8660 FEDERAL IDENTIFICATION NO. 36-2357423
 CONTACT PERSON Oskari Gillberg TITLE Senior Sales Consultant
 E-mail: oskari.gillberg@kone.com TYPE OF BUSINESS: Elevator

ORIGINATING DISTRICT AGENCY DC DHCD
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT New Construction FUNDING AMOUNT \$ 2,283,000.00
 PROJECTED START DATE 1/1/16 PROJECT DURATION 12/30/16

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

[DOES Attach Monthly Reporting Compliance Form]

Currently, we have enough employees to complete the project. If we need to hire, we will contact DOES, post ads, etc. to find qualified employees.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

September 15, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Kusser FountainWorks. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

RECEIVED
SEP 10 2014
Department of
Employment Services

Contract Number: 113345

Contract Amount: 1,650,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Kusser FountainWorks, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "**apprentice**," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "**Operations**" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "**Improvements**"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "**Operations Period**" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 09 day of September 2014, .

DOES:

Department of Employment Services

By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

Kusser FountainWorks

By: Judy Castle, Director of Operations

By: 

EMPLOYMENT PLAN

NAME OF FIRM Kusser Graniteworks USA, Inc. DBA: Kusser FountainWorks
 ADDRESS 3109 E 4th Ave, Tampa FL 33605-5713
 TELEPHONE NUMBER 813-248-3428 FEDERAL IDENTIFICATION NO. 59-2338770
 CONTACT PERSON Judy Castle TITLE Director of Operations
 E-mail: judycastle@kusserusa.com TYPE OF BUSINESS: Fountain Company

ORIGINATING DISTRICT AGENCY _____
 CONTRACTING OFFICER: Alan J. Castle TELEPHONE NUMBER: 8132483428
 TYPE OF PROJECT 5 Architectural Fountains FUNDING AMOUNT \$1,050,000
 PROJECTED START DATE *Sept. 1, 2014 PROJECT DURATION Sept. 1, 2017
 *Design Phase started Sept 1, 2014. The onsite work will start about Sept. 1, 2015.

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A		**1			
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

** To be determined when our site work starts in approximately 1 year (Sept 1, 2015).

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Q092

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

July 27, 2015

Kris Good
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Ms. Good:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and L&L Construction Associates, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.denetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Handwritten signature of Drew Hubbard in black ink.

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

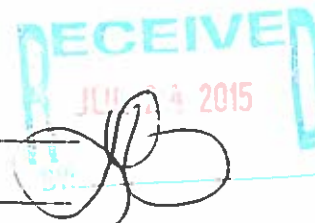
Contract Number: 36269

Contract Amount: \$746,360.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)



This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and L&L Construction Associates, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Ioffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "**Minimum Workforce Requirement**"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "**Operations Contracts**") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

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- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
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 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
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 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
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- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- LX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing
 Certification No.: 408-W Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

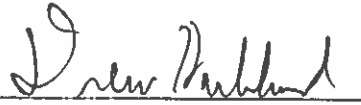
Dated this 29th day of June

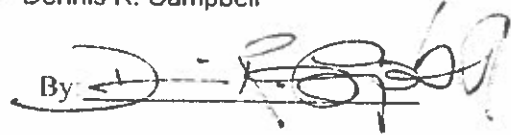
DOES:

EMPLOYER: L&L Construction Associates, Inc.

Department of Employment Services

By: Dennis R. Campbell

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A
Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM L&L Construction Associates, Inc.

ADDRESS 6300 Dower House Rd., Upper Marlboro, Maryland 20772

TELEPHONE NUMBER (301) 599-0300 FEDERAL IDENTIFICATION NO. 52-1383229

CONTACT PERSON Dennis R. Campbell TITLE Vice President / Gen. Mgr.

E-mail: dcampbell-ll@comcast.net TYPE OF BUSINESS: Construction

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT CONSTRUCTION FUNDING AMOUNT \$ 746,360.00

PROJECTED START DATE Jan. 21, 2015 PROJECT DURATION 17 MONTHS

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	None Needed				
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYORF. THOMAS LUPARELLO
ACTING DIRECTOR

July 15, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and M.C. Dean, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

RECEIVED

JUN 17 2014

Department of
Employment Services

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 35787Contract Amount: \$ 445,000.00Project Name: Southwest Waterfront Redevelopment (the "Project")Project Address: 600 - 1100 Water St. SW Ward: 6Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and M.C. DEAN, INC., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 91137
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: CLARK CONSTRUCTION GROUP, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 14th day of July 2014, .

DOES:

EMPLOYER:

Department of Employment Services

By: M.C. DEAN, INC.

By: *Drew Hubbard*

By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYMENT PLAN

NAME OF FIRM M.C. DEAN, INC

ADDRESS 2951 V STREET, NF

TELEPHONE NUMBER 571-22-8399 FEDERAL IDENTIFICATION NO. 54-0831614

CONTACT PERSON MIKE KEATLEY TITLE GENERAL MANAGER

E-mail: MKEATLEY@MLDEAN.COM TYPE OF BUSINESS: ELECTRICAL CONTRACTOR

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT BUILDING CONSTRUCTION FUNDING AMOUNT \$75,643,395

PROJECTED START DATE 4/2014 PROJECT DURATION 10/2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	NONE				
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

Name	Employee Identificaiton Number	Ward of Residence
JOHN EDWARD CHATMAN	83	
WILLIAM H DAY	134	
MARY W JONES	230	5
JIM T MCCURTAIN	309	
GEORGE M MUSCHETTE	389	
GENE C RAWLINGS	429	
CLARENCE E SELF III	451	
MILTON RIVAS	1167	
JOHN EUGENE KESSLER JR	1546	
JAMES L STULL	1581	
CARLOS ERNESTO CRUZ	1582	
KENAN Z BESS	1588	
LIVIOUS DANIEL RAINA	1628	
ION DIN	1742	
CLARENCE WILKERSON	1782	4
JOSE A RECINOS NOLASCO	1784	
WENDY RENEE BYRAMS	1813	8
ALEXANDER PORTALES HENRIQ	1900	
ALEXANDRU COCOS	1909	
BRANDON H BROWN	2005	4
CHARLES PAUL BLEVINS JR	2217	
DAN ARTENIE	2250	
TRAIAN OLTEANU	2389	
BENIAMIN ILIAS	2473	
THOMAS ROBINSON	2564	
DONALD J SOURS	2608	
VIOREL BUCURESTEANU	2690	
MICHAEL E KEATLEY	2794	
VIOREL PANAITI	3041	
ADAM J KOPP	3228	
MATTHEW JAMES KILPATRICK	3369	
CRISTIAN HUDISTEANU	3506	
ISMAEL HERNANDEZ	4483	
ALBERTO E CAMPBELL JR	4781	
THOMAS DAVID WALLACE	4874	
RONALD D KEITH	4880	
WAYNE AUSTIN SINGLETON	4894	4
JOSE ELEAZAR ORELLANA	4913	
HAROLD RUDOLPH TRAVERS JR	5447	
JOSE ISMAEL MANCIA	5467	
JOSE T AGUILAR	5503	1
OWEN MURRAY BOSWELL	5522	
KENNETH W BRYANT	6391	
FLOYD A WASHINGTON	6407	
NICOLAE ANESCU	6458	
LEONARD CHRISTOPHER LEE	6592	
MONICA LAJUAN RAMEY-COLE	6682	5
MARK CHASE	6714	
JOSEPH F ROSCHER	6902	
JOSE LUIS MALPARTIDA	6942	
EMRU SHIBESH AYALEW	7138	
LUIS R GUTIERREZ AMAYA	7266	
MARQUETTE DEANDRE CEPHAS	7269	5

M.C. Dean Employee Roster
Southwest Waterfront Redevelopment

Name	Employee Identification Number	Ward of Residence
MARIE L NGO MBOCK	7270	6
JUAN J SURIA ESCOBAR	7711	
LUIS H MOJICA-QUIJADA	7793	
OSCAR JAVIER CRUZ	7874	
WILLIAM PAUL FERREBEE JR	8136	
MICHAEL JAMES HAMILTON	9070	
KASEY ROYSTON WALKES	9117	
JUAN A LOPEZ	9175	
OLEG SULTANBAEV	9334	
J DOMINGUEZ GUTIERREZ	9400	
TRANG VAN HUYNH	9461	
BUJAR REXHEPI	9515	
JOSE M BEJARANO	9569	
STEVEN JOSHUA REDIFER	9705	
BENJAMIN WRIGHT CUSTEAD	9799	
JULIO CANIZALES CANALES	9984	
ALVARO A NOLASCO	10030	
DONALD FRANCIS BEYER	10326	
JOSE CASTELLANOS CABRERA	10361	
TIMOTHY ANDREW BROOKE	10613	
DANIEL WAYNE HUDSON	10617	
DANNY W DOYLE JR	10626	
BORIS LEVIN	10727	5
JACQUA JAMIEL PINKARD	10730	8
BRIAN CHRISTIAN MAYNARD	10754	
TIMOTHY R WHITLEY	10848	
MARC ANTHONY PETRIZZA	10889	
TIARA L COLES	10897	4
RODNEY ANDRE WILLIAMS	11063	8
PAUL AUGUSTUS PRIMROSE JR	11073	1
KATHRYN MITCHELL HUGHES	11074	
ERIC RICO MILLER	11093	4
CLARENCE L WILKINSON JR	11122	
CARL EITEL SHUMATE	11164	
DORIAN ERNESTO TAYLOR	11730	
MATTHEW J HILL	11754	
MARTIN OMAR A OCAMPO	11797	

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

March 25, 2016

Shane Black
Business Manager
Clark Construction Group
650 Water Street SW
Washington, DC 20004

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Manganaro Midatlantic, LLC**. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each the month, reporting data of the prior month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact DeCarlo Washington, decarlo.washington@dc.gov, 202-698-5772 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Anetta Graham
Supervisor
First Source Program

Enclosure

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NOV 25 2013

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 113306

Contract Amount: \$7,175,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Manganaro Midatlantic, LLC, hereinafter referred to as "EMPLOYER".

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- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

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- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 9153
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

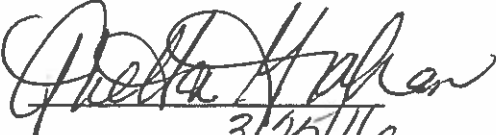
Dated this 8th day of March

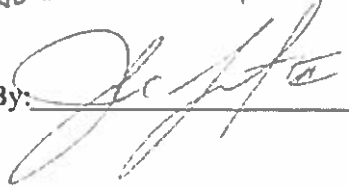
DOES:

EMPLOYER:

Department of Employment Services

By: JOHN LIVINGSTON, DIR. BUSINESS DEV

By: 
3/25/14

By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYMENT PLAN

NAME OF FIRM Manganaro Midatlantic, LLC
 ADDRESS 6405-D Ammendale Road, Beltsville, MD 20705
 TELEPHONE NUMBER 301-937-0580 FEDERAL IDENTIFICATION NO. 84-167581
 CONTACT PERSON John Livingston TITLE Director, Business Development
 E-mail: jlivingston@manganaro.com TYPE OF BUSINESS: Subcontractor

ORIGINATING DISTRICT AGENCY Privately Funded
 CONTRACTING OFFICER: N/A TELEPHONE NUMBER: N/A
 TYPE OF PROJECT Construction FUNDING AMOUNT \$7,175,000.00
 PROJECTED START DATE April 1, 2016 PROJECT DURATION 24 months

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	Laborer	15FT/0 PT	\$11.00/hr	N/A	4/1/2016
B	Framer	25FT/0PT	\$18.00/hr	N/A	4/1/2016
C	Hanger/Finisher	35FT/0PT	\$18.00/hr	N/A	8/1/2016
D					
E					
F					
G					
H					
I					
J					
K					

First	Last	Middle	City	St	DC Ward
JOSE	PINTO		WASHINGTON	DC	2
MICHAEL	JOHNSON		WASHINGTON	DC	6
YESENIA	HERNANDEZ	D	WASHINGTON	DC	5
FRANCISCO	GAMEZ		WASHINGTON	DC	2
RAUL	LAZO	A	WASHINGTON	DC	4
DAMON	MCQUEEN	D	WASHINGTON	DC	8
DEREK	WATSON	D	WASHINGTON	DC	5
BORIS	HERNANDEZ	J	WASHINGTON	DC	5
JAMES	CULLISON	T	WASHINGTON	DC	7
KENNETH	GLOVER	A	WASHINGTON	DC	5
ELIAS	GARCIA		HYATTSVILLE	MD	
GILMER	GARCIA	AUGUSTO	HYATTSVILLE	MD	
JOSE	HERNANDEZ	MATILDE	RIVERDALE	MD	
JOSE	LARIOS	VALENTIN	HYATTSVILLE	MD	
WINDER	DIAZ- HERNANDEZ		SILVER SPRING	MD	
FREDIS	HENRIQUEZ	ALEXANDER	ADELPHI	MD	
ENIO	GODOY-MENDEZ		RIVERDALE	MD	
THOMAS	SAX	J	BALTIMORE	MD	
MARVIN	ARGUETA		OXON HILL	MD	
STEFON	ELLIS	N	SILVER SPRING	MD	
RAUL	OVIEDO		BLADENSBURG	MD	
BALTAZAR	BARRERA-LOPEZ		SILVER SPRING	MD	
OSCAR	DIAZ	EFRAIN	SILVER SPRING	MD	
EDWIN	OCHOA-CARRILLO	F	HYATTSVILLE	MD	
RAMON	FUENTES-MEJIA		HYATTSVILLE	MD	
YONY	RIVAS	ORLANDO	BLADENSBURG	MD	
HILDER	SAMAYOA-ARIAS		BALTIMORE	MD	
JACOBO	ESCOBAR		BALTIMORE	MD	
VICTOR	ORTEGA	M	SILVER SPRING	MD	
JOSE	GARCIA	DIONICIO	LAUREL	MD	
MELVIN	MEDINA-MOLINA		CHEVERLY	MD	
YESSICA	RIVERA	C	RIVERDALE	MD	
DANIA	DIAZ HERNANDEZ	MARISOL	HYATTSVILLE	MD	
MARTIR	PAGUADA		FORT WASHINGTON	MD	
JOSE	CEDILLO-LEMUS	M	SILVER SPRING	MD	
MARVIN	HERNANDEZ-RODRIGUEZ	CONCEPCION	HYATTSVILLE	MD	
ORLANDO	DIAZ-CAJBON	Y	HYATTSVILLE	MD	
JORGE	ROMERO	E	HYATTSVILLE	MD	
SALVADOR	TORRES-TORRES		HYATTSVILLE	MD	
CELMA	VILLARROEL-CALUSTRO		SILVER SPRING	MD	
DANIEL	ALVENO-RAMOS		SILVER SPRING	MD	
WALTER	RODRIGUEZ		COLLEGE PARK	MD	
WILLIAM	GONZALEZ	E	COLLEGE PARK	MD	
HUGO	CEDILLOS-RIVERA	A	SILVER SPRING	MD	
GODOFREDO	BARRERA-LOPEZ		SILVER SPRING	MD	
BRANDON	SAMIEC	LEE	ROCKVILLE	MD	

First	Last	Middle	City	St	DC Ward
ANSELMO	CASTRO	L	SUITLAND	MD	
ERICK	CAMBARA-GODOY	G	SILVER SPRING	MD	
JOSE	MARTINEZ-RAMOS	R	BERWYN HEIGHTS	MD	
YONY	MARTINEZ	A	HYATTSVILLE	MD	
LUIS	RAMOS	F	SILVER SPRING	MD	
CRAIG	GREEN	J	TANEY TOWN	MD	
VICTOR	CANEZA	ALFONSO	RIVERDALE	MD	
JOB	ARIAS-MENDOZA		HYATTSVILLE	MD	
DAGOBERTO	MOLINA		RIVERDALE	MD	
EDGAR	BARRERA	ANIBAL	SILVER SPRING	MD	
ALEJANDRO	RODRIGUEZ ESTRADA		FORT WASHINGTON	MD	
DONALD	STRONG	A	SEVERN	MD	
JOSE	GONZALEZ	LUIS	COLLEGE PARK	MD	
JOSE	RODRIGUEZ PORTILLO	G	CAPITAL HEIGHTS	MD	
CARLOS	WELLS	T	SUITLAND	MD	
STEVEN	SAX	A	FOREST HILL	MD	
AMILCAR	LORENZO	A	LANHAM	MD	
FELIX	HERNANDEZ	A	LAUREL	MD	
JESUS	IGLESIAS		HYATTSVILLE	MD	
ERICK	DURAN GRANADO	A	SILVER SPRING	MD	
CRISTIAN	CUCHILLAS		SILVER SPRING	MD	
RAFAEL	BELTRAN	A	MOUNT RAINIER	MD	
JULIAN	FIGUERO		HYATTSVILLE	MD	
DAVID	GUZMAN MARTINEZ		SILVER SPRING	MD	
CARLOS	AREVALO AMAYA	Y	BELTSVILLE	MD	
JOSE	SOLANO	OSCAR	TAKOMA PARK	MD	
LUIS FERNANDO	MARROQUIN ALVENO		SILVER SPRING	MD	
KEVIN	SMITH	P	WOODSBORO	MD	
ALBERTO	MENJIVAR		LOTHIAN	MD	
RUDDY	VELASQUEZ PADILLA		BETHESDA	MD	
EBELIO	RODRIGUEZ MELGAR		SILVER SPRING	MD	
ANTONIO	DE PAZ		MOUNT RAINIER	MD	
ANGEL	TIZNADO	A	HYATTSVILLE	MD	
WILFREDO	MERCADO CLARA	A	SILVER SPRING	MD	
WILLIAM	VICENTE GARCIA	E	SILVER SPRING	MD	
GUILLERMO	VILLEGAS		SILVER SPRING	MD	
LAMONT	MARSHALL	O	SNOW HILL	MD	
COREY	HINMON	L	SNOW HILL	MD	
FABIO	GONZALEZ-HERNANDES	A	COLLEGE PARK	MD	
ELMER	MORENO		SILVER SPRING	MD	
MANUEL	CRUZ	ANTONIO	BELTSVILLE	MD	
EMORY	GULLION	RANDOLPH	ABERDEEN	MD	
LUIS	PEREZ-FLORES	ALONSO	HYATTSVILLE	MD	
HECTOR	ESTRADA-AVILA	JEOVANI	LAUREL	MD	
EDGAR	ORTIZ		BALTIMORE	MD	
JOSE	RIOS	N	HYATTSVILLE	MD	

First	Last	Middle	City	St	DC Ward
MIGUEL	MARTINEZ	ANGEL	SILVER SPRING	MD	
ANTONIO	LOPEZ	J	RIVERDALE	MD	
JESUS	SANTIAGO		FREDERICK	MD	
RIGOBERTO	FLORES	A	HYATTSVILLE	MD	
JOSE	CRUZ-AGUILAR	J	HYATTSVILLE	MD	
JOSE	MEDRANO	M	SILVER SPRING	MD	
MARIO	HERNANDEZ	N	HYATTSVILLE	MD	
CARLOS	HERNANDEZ	L	BLADENSBURG	MD	
JAMIE	RUIZ-GARCIAGUIRRE	ADALBERTO	HYATTSVILLE	MD	
WILFREDO	RIOS		HYATTSVILLE	MD	
ROGELIO	MARTINEZ		SILVER SPRING	MD	
IMER	DIAZ	JAIRO	SILVER SPRING	MD	
FREDIS	OLIVA	ALEXIS	HYATTSVILLE	MD	
BALTAZAR	SALAZAR-PORTILLO	P	BROOKLYN	MD	
WILBER	FRANCO	L	BALTIMORE	MD	
NIXON	MARROQUIN	RUBEN	BALTIMORE	MD	
WILFREDO	PEREZ	ALEXANDER	HYATTSVILLE	MD	
CHARLES	CRONE	W	KINGSVILLE	MD	
SAMUEL	VASQUEZ-CUBAS		HYATTSVILLE	MD	
JORGE	PENA	A.	SILVER SPRING	MD	
JAVIER	PINEDA		BLADENSBURG	MD	
BENJAMIN	GULLION	S.	ABERDEEN	MD	
SAMUEL	MENENDEZ	O	COLLEGE PARK	MD	
EDGAR	AGUILAR	A	BALTIMORE	MD	
GEREMIAS	RIVAS MORALES		BALTIMORE	MD	
JUAN	ALONZO	CARLOS	HYATTSVILLE	MD	
RUDY	GONZALEZ	A	GAITHERSBURG	MD	
MARLON	PEREZ-GONZALES		HYATTSVILLE	MD	
DOUGLAS	FLORES	ALDUBI	SUITLAND	MD	
NICOLAS	OCHOA		HYATTSVILLE	MD	
AVERY	FOREMAN	L	BERLIN	MD	
LEOBARDO	DAMIAN	F	HYATTSVILLE	MD	
MAURICIO	ROSALES		HYATTSVILLE	MD	
JOSE	RUIZ-SANCHEZ	A	SILVER SPRING	MD	
EDILBERTO	SORIANO	A	HYATTSVILLE	MD	
WALTER	SORIANO		ADELPHI	MD	
DEYVIS	FRANCO-HERNANDEZ	A	BALTIMORE	MD	
NATANAEL	HERRERA		CAPITAL HEIGHTS	MD	
WILFREDO	AVILES-RAMOS	A	BELTSVILLE	MD	
OSCAR	EGUIZABAL	ARMANDO	HYATTSVILLE	MD	
MARIO	HERNANDEZ	ALBERTO	HYATTSVILLE	MD	
REMBERTO	ALBENO-RAMOS		HYATTSVILLE	MD	
WILMER	MEDINA	ANTONIO	CLINTON	MD	
HENRY	DIAZ-HERNANDEZ	Y	SILVER SPRING	MD	
JAIME	DIAZ HERNANDEZ	ISAURO	SILVER SPRING	MD	
ELSA	MUJ AJSIVINAC	MARINA	HYATTSVILLE	MD	

First	Last	Middle	City	St	DC Ward
JOSE	ALFARO OSEGUEDA	O	BELTSVILLE	MD	
JOSE	CORTEZ		SILVER SPRING	MD	
RUDIN	INESTROZA	I	BERWYN HEIGHTS	MD	
JOSE	HERNANDEZ		SILVER SPRING	MD	
EDWIN	CASTILLO LARA	NOEL	SILVER SPRING	MD	
ALEJANDRO	JUAREZ		BELTSVILLE	MD	
JUAN	CARRILLO ESCOBAR	J	ROCKVILLE	MD	
SANTOS	ALVAREZ	M	GAITHERSBURG	MD	
ANDY	QUIROZ		HYATTSVILLE	MD	
FREDY	DAMIAN	A	HYATTSVILLE	MD	
FREDY	HENRIQUEZ	ANTONIO	COLLEGE PARK	MD	
LUIS	HENRIQUEZ.	ADAN	COLLEGE PARK	MD	
HECTOR	DIAZ		SILVER SPRING	MD	
ALFREDO	QUEBEDO		GLEN BURNIE	MD	
RAUL	MENDOZA		GLEN BURNIE	MD	
HUBER	RODRIGUEZ		HYATTSVILLE	MD	
HENRY	DIAZ HERNANDEZ	Y	SILVER SPRING	MD	
JOEL	GUEVARA FLORES	N	COLLEGE PARK	MD	
CARLOS	LAZO	J	ADELPHI	MD	
FARES	SEGOVIA	A	HYATTSVILLE	MD	
ANDREW	JENKINS	D	RANDALLSTOWN	MD	
MIGUEL	CRUZ MARTINEZ	A	HYATTSVILLE	MD	
FRANCISCO	MENJIVAR		SILVER SPRING	MD	
OSCAR	TORRES	A	HYATTSVILLE	MD	
JUNIOR	SANTANA	A	COLLEGE PARK	MD	
MAXIMILIANO	GARCIA		HYATTSVILLE	MD	
MICHAEL	THROWER	A	GREAT MILLS	MD	
ENRIQUE	MEDINA		HYATTSVILLE	MD	
SERGIO	LENDOS	A	HYATTSVILLE	MD	
EZEQUIAS	DOMINGUEZ JAIMES		GLEN BURNIE	MD	
ERICK	REYES LOPEZ	A	BROOKLYN	MD	
OSCAR	LAINIZ	A	ADELPHI	MD	
RONY	OLIVA-GOMEZ	F	HYATTSVILLE	MD	
EDGARDO	RAMOS AMAYA	O	RIVERDALE	MD	
JOSE	GARCIA	A	GAITHERSBURG	MD	
CESAR	HERNANDEZ	A	TAKOMA PARK	MD	
ALEX	MORAN	A	TAKOMA PARK	MD	
JOSEPH	BROOKS	D	GREAT MILLS	MD	
ADRIAN	GRAY	C	LEXINGTON PARK	MD	
ABEL	SAMAYOA		ADELPHI	MD	
JACOB	ALTAMIRANO		MOUNT RAINIER	MD	
JESUS	SANTOS AVILA		CAPITOL HEIGHTS	MD	
ZACHARY	SINOR	T	ELDERSBURG	MD	
ENRIQUE	MEDRANO HERRERA		HYATTSVILLE	MD	
ALEX	RODRIGUEZ CHAVEZ		FORT WASHINGTON	MD	
DANIEL	TYER	T	LEONARDTOWN	MD	

First	Last	Middle	City	St	DC Ward
BRYAN	RIVAS		BLADENSBURG	MD	
GLORIA	HERNANDEZ ALVARADO		SILVER SPRING	MD	
MARCUS	GOODMAN	T	GLENARDEN	MD	
PEDRO	SAMAYOA-CORADO		FORT WASHINGTON	MD	
CHRISTOPHER	TURCIOS	E	ADELPHI	MD	
JOHN	MUMPOWER	M	STREET	MD	
ALSTON	MUMPOWER	R	STREET	MD	
JIMMY	RIGDON	C	HOLLYWOOD	MD	
ELY	MENDEZ-COREA	A	OXON HILL	MD	
JUANA	NAVIDAD VARGAS	D	HYATTSVILLE	MD	
JOSUE	RAMIREZ DUBON		HYATTSVILLE	MD	
MARVIN	HERNANDEZ FRANCO	S	BALTIMORE	MD	
DANIEL	CARRETO MERIDA	E	HYATTSVILLE	MD	
JOSE	DUENAS	ALFREDO	GAITHERSBURG	MD	
DANIEL	GOMEZ	ANTONIO	SILVER SPRING	MD	
WILLIAN	VASQUEZ RAMOS	ALFREDO	LANHAM	MD	
JULIO	RAMIREZ ACOSTA	C	HYATTSVILLE	MD	
MELVIN	AMBROCIO		HYATTSVILLE	MD	
STEVE	ARMSTRONG		BALTIMORE	MD	
KEVIN	CORBIN	H	WESTMINSTER	MD	
JOHN	GILLIS	G	TANEYTOWN	MD	
MARK	SHELTON		OWINGS	MD	
PIERRE	SICARD	L	SILVER SPRING	MD	
THOMAS	SHIFFLETT		PASADENA	MD	
GHISLAIN	POULIN		SHADY SIDE	MD	
THOMAS	BAY	E	UNION BRIDGE	MD	
ROBERT	SHELL	A	STREET	MD	
FRANCIS	HALL	A	BALTIMORE	MD	
MARGARITO	GOMEZ	M	HYATTSVILLE	MD	
LUIS	MARTINEZ-ZELAYA	A	BALTIMORE	MD	
RICK	JENKINS	A	TANEYTOWN	MD	
CARLOS	LOPEZ		LAUREL	MD	
RYAN	ARMSTRONG	D	BALTIMORE	MD	
JAIME	LIZAMA-SILVA		GERMANTOWN	MD	
DOLORES	PENA		BALTIMORE	MD	
RODIN	LOPEZ GONZALEZ		ROCKVILLE	MD	
IVAN	CASTILLO		BOWIE	MD	
MARIO	GARCIA	D	OXON HILL	MD	
CESAR	SALAZAR-ORTIZ		BALTIMORE	MD	
RENE	ROLDAN-ESPINOZA		SILVER SPRING	MD	
JUAN	BENITEZ-ROSAS	CARLOS	LANHAM	MD	
ROLANDO	GARCIA	D	RIVERDALE	MD	
ROSA	CARCAMO	G.	BLADENSBURG	MD	
NAHUN	RAMOS		HYATTSVILLE	MD	
MARIO	MONGE	NELSON	BALTIMORE	MD	
PEDRO	TOLEDO-CALDERON		SILVER SPRING	MD	

First	Last	Middle	City	St	DC Ward
GREGORY	EYLER	A	UNION BRIDGE	MD	
JOSE	PINEDA	I	SILVER SPRING	MD	
EDWIN	RIVAS	NOEL	SILVER SPRING	MD	
WINN	RIVAS	ALEXANDER	LANHAM	MD	
EVERTH	RAMIREZ-ESPINAL	A	COLLEGE PARK	MD	
INEZ	CARRILLO-LIMA	V	ROCKVILLE	MD	
JUAN	MARTIR-RIVERA	A	HYATTSVILLE	MD	
SAMUEL	BEATTY	WILLIAM	GREENCASTLE	PA	
JOSE	MENDEZ-DURAN	A	WOODBIDGE	VA	
PEDRO	ESCOBAR		ALEXANDRIA	VA	
KENETH	GALVEZ	D	WOODBIDGE	VA	
MAURO	ROQUE-DE LA CRUZ		STAFFORD	VA	
JOSE	AYALA-CRUZ	L	WOODBIDGE	VA	
ELEAZAR	SALOME-RAMON		FALLS CHURCH	VA	
MARVIN	GONZALEZ-GONZALEZ	G	FALLS CHURCH	VA	
JOSE	AVILES	ROLANDO	LORTON	VA	
JESUS	SABINES-JAIMES		FALLS CHURCH	VA	
ANTONIO	LEYBA		RESTON	VA	
GELACIO	SALOME	S	ARLINGTON	VA	
PEDRO	DURAN		ALEXANDRIA	VA	
MARTA	VENTURA-ZAMORA	CELIA	ALEXANDRIA	VA	
JOSE	CONSTANZA	A	WOODBIDGE	VA	
JOSE	CARRILLO	E	WOODBIDGE	VA	
OSMAN	CANIZALEZ	E	MANASSAS	VA	
MARCELO	GUZMAN	JAVIER	ANNANDALE	VA	
EVERARDO	NOREZ-MEZA		STAFFORD	VA	
LEOPOLDO	MORALES		ARLINGTON	VA	
FERNANDO	MONGE ESCOBAR		FALLS CHURCH	VA	
MARVIN	LOPEZ	YOVANI	ALEXANDRIA	VA	
CARLOS	CONSTANZA	ROBERTO	WOODBIDGE	VA	
CARLOS	VILLALOBOS HERNANDEZ	E	ALEXANDRIA	VA	
KEVIN	POLANCO RIVERA	ANTONIO	ARLINGTON	VA	
JOSE	MEJIA	I	SPRINGFIELD	VA	
HUGO	LUCERO GARCIA	R	ALEXANDRIA	VA	
MANUEL	BRICENO TALAVERA	S	ALEXANDRIA	VA	
OSCAR	AGUILAR		ANNANDALE	VA	
ROGELIO	CATEMAXCA	T	FALLS CHURCH	VA	
SANTOS	ALVARADO MORALES		FALLS CHURCH	VA	
SAYDA	ZUNIGA-ACOSTA	Y	MANASSAS	VA	
EDILFREDO	ROCHA		ARLINGTON	VA	
ZOILA	MILLA	L	ALEXANDRIA	VA	
RONY	GALDAMEZ ALEMAN	B	WOODBIDGE	VA	
JUAN	GUARDADO FLORES	A	MANASSAS	VA	
JOSE	MORENO	E	MANASSAS	VA	
FREDY	BARRIOS MENDEZ	A	ALEXANDRIA	VA	
ELDER	AGUSTIN	V	ALEXANDRIA	VA	

First	Last	Middle	City	St	DC Ward
MARVIN	MENDEZ	S	ALEXANDRIA	VA	
FABIO	CASTILLO	D	ANNANDALE	VA	
JORGE	LAMAS CLAROS		FAIRFAX	VA	
EDMISON	ACOSTA	D	ALEXANDRIA	VA	
JOSE	DE PAZ VASQUEZ	B	WOODBIDGE	VA	
KEVIN	DE PAZ ABREGO	A	WOODBIDGE	VA	
MARIA	HERNANDEZ GUERRA	O	SPRINGFIELD	VA	
ADAN	VASQUEZ	D	RESTON	VA	
FREDY	VILLALTA	A	ALEXANDRIA	VA	
OLMAN	GARCIA		ALEXANDRIA	VA	
CARLOS	LOPEZ	ALBERTO	ALEXANDRIA	VA	
WILMER	GUZMAN ZELAYA	R	ALEXANDRIA	VA	
ULISES	HERNANDEZ ORTIZ	F	SPRINGFIELD	VA	
SANTOS	CARDENAS	IDBANY	ALEXANDRIA	VA	
ROGER	CABALLERO	I	WOODBIDGE	VA	
VIDAL	HINOJOSA-CARBAJAL		FALLS CHURCH	VA	
JOSE	RODRIGUEZ	F	WOODBIDGE	VA	
ANGEL	MENDOZA-PADILLA	D	MANASSAS PARK	VA	
EVELIN	CARDENAS-URBINA		ALEXANDRIA	VA	
GIOVVANY	MONTERO-GALEANA	A	WOODBIDGE	VA	
CHARLES	MINES	JACKSON	KING GEORGE	VA	
MIGUEL	BERMUDEZ BALDERAS	ANGEL	ARLINGTON	VA	
WILMER	MORALES ALVARADO	ALEXIS	ALEXANDRIA	VA	
RICARDO	RECUERO	M	SPRINGFIELD	VA	
SANTOS	CABALLERO	O	FALLS CHURCH	VA	
NELSON	MARTINEZ RIVERA	BLADIMIR	WOODBIDGE	VA	
JOSE	NUNEZ		ALEXANDRIA	VA	
ORLIN	GARCIA		ALEXANDRIA	VA	
SALVADOR	SARAVIA		ALEXANDRIA	VA	
HENRY	BOLANOS	M	ALEXANDRIA	VA	
JOSE	GONZALEZ	A	ALEXANDRIA	VA	
JOSE	HERNANDEZ	ALFREDO	MANASSAS	VA	
LARRY	UMANA MOTA	J	WOODBIDGE	VA	
SAUL	QUIROS		ALEXANDRIA	VA	
EDWIN	PEREZ- GALVEZ	E	WOODBIDGE	VA	
ANTHONY	VASQUEZ		WOODBIDGE	VA	
ADONAY	MARTINEZ		ALEXANDRIA	VA	
MARIANA	JAIMEZ-VICTORIANO		FALLS CHURCH	VA	
MIGUEL	CABRERA	A	ALEXANDRIA	VA	
FREDYS	LOPEZ MORALES	O	MANASSAS PARK	VA	
FROILAN	LOPEZ		MANASSAS	VA	
RAMON	PADRON-SALAZAR		ALEXANDRIA	VA	
RUBEN	MARTINEZ ORTIZ	A	ALEXANDRIA	VA	
JOSE	ARRIAZA REYES	A	WOODBIDGE	VA	
JOSE	REYES MOLINA	M	WOODBIDGE	VA	
EDWIN	ARRIAZA REYES	O	WOODBIDGE	VA	

First	Last	Middle	City	St	DC Ward
JERBERTH	PALMA	A	SPRINGFIELD	VA	
JOSE	AMAYA LOVO	R	ALEXANDRIA	VA	
KARLA	GARCIA GONZALEZ	Y	ALEXANDRIA	VA	
GERMAN	GARCIA	A	MANASSAS	VA	
FERNANDO	VILCA RODRIGUEZ	R	ANNANDALE	VA	
NAHUN	BENITEZ	E	ALEXANDRIA	VA	
EFRAIN	ROBLERO	T	ACCOMAC	VA	
JOHN	CORBIN	J	ALEXANDRIA	VA	
ANTHONY	MARQUEZ DIAZ	A	WOODBIDGE	VA	
DAVID	TEYES	A	ALEXANDRIA	VA	
WILFREDO	BONILLA AMAYA		ALEXANDRIA	VA	
JOSE	BENITEZ		STAFFORD	VA	
OSCAR	CASTRO ALVARENGA	R	WOODBIDGE	VA	
HECTOR	BENITEZ RAMIREZ	A	STAFFORD	VA	
JUVENAL	CLAURE		ARLINGTON	VA	
ARTEMIO	SALOME	R	LOVETTSVILLE	VA	
OFILIO	CASTELLON		WOODBIDGE	VA	
ODELL	QUINTERO	IVAN	MANASSAS	VA	
CRUZ	LOPEZ		FAIRFAX	VA	
JUAN	SUBERIAS	A	FAIRFAX	VA	
JOEL	SALOME	R	ARLINGTON	VA	
ALEJANDRO	VILLANUEVA		SPRINGFIELD	VA	
DAVID	SOTO-REYNOSO		ALEXANDRIA	VA	
ROGER	ROSAS		ARLINGTON	VA	
ERNESTO	PACHECO-RUBIO	RENE	ARLINGTON	VA	
OSCAR	ESCALANTE-JUAREZ	REMBERTO	WOODBIDGE	VA	
DENIS	OLIVA	O	WOODBIDGE	VA	
ALFREDO	AVELAR-HUIZAR		WOODBIDGE	VA	
ALFREDO	AVELAR-OROZCO		STAFFORD	VA	
RODERICO	LOPEZ-OROZCO		WOODBIDGE	VA	
FRANCISCO	SALOME	R	ARLINGTON	VA	
MILTON	OROZCO	Y	FALLS CHURCH	VA	
ENRIQUE	RUVALCABA	HARO	WOODBIDGE	VA	
MAURICIO	BELLOSO	E	ALEXANDRIA	VA	
VICTOR	FUENTES-SANDOVAL	LEONCIO	ARLINGTON	VA	
TANIA	VILLAREAL		SPRINGFIELD	VA	
NOEL	SOLIS	G	FALLS CHURCH	VA	
JOSE	GALLEGOS-CASTANEDA	JUAN	WOODBIDGE	VA	
JOSE	GALLEGOS-CASTANEDA	MANUEL	WOODBIDGE	VA	
RONALD	CACERES		FALLS CHURCH	VA	
KEVIN	CABALLERO		FALLS CHURCH	VA	
CARLOS	BARRERA-BARRERA	HUMBERTO	WOODBIDGE	VA	
RUTH	POLANCO-RIVERA	N	ARLINGTON	VA	
JOSE	GARCIA	DANIEL	ALEXANDRIA	VA	
EVA	AGUILON	PATRICIA	WOODBIDGE	VA	
ELADIO	SALOME-ANTONIO		FALLS CHURCH	VA	

First	Last	Middle	City	St	DC Ward
JUAN	BUENDIA	A.	ALEXANDRIA	VA	
CRISTINO	SILVA		WOODBIDGE	VA	
COSME	HINOJOSA-PACO	TITO	Alexandria	VA	
AMERICO	LEDEZMA		SPRINGFIELD	VA	
DONALDO	ASENCIO-LUCERO		ALEXANDRIA	VA	
RAUL	CIENFUEGOS-DE PAZ		ARLINGTON	VA	
ANDREW	MINES	L.	SPOTSYLVANIA	VA	
URIEL	MONDRAGON-FLORES		STERLING	VA	
JOSE	CRUZ	SANTOS	ALEXANDRIA	VA	
AMADEO	SALOME	GERONIMO	FALLS CHURCH	VA	
ESTUARDO	PEREZ-GALVEZ		ALEXANDRIA	VA	
JASON	SPENCE	A	EDINBURG	VA	
FRANCISCO	CORTEZ	RENE	WOODBIDGE	VA	
DAVID	PUFFINBERGER	LEE	MARTINSBURG	WV	

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

June 16, 2015

Kris Good
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Ms. Good:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Manning Construction. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 113306

Contract Amount: \$ 5,525,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Manning Constra, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticible trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 15th day of Feb 2015, .

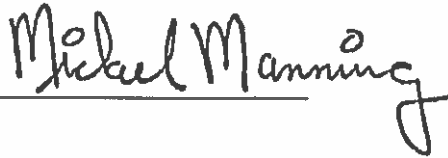
DOES:

EMPLOYER:

Department of Employment Services

By:

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Manning Construction, Inc.
 ADDRESS 1825 E. Nine Mile Rd, Highland Springs, VA 23075
 TELEPHONE NUMBER 804-751-4444 FEDERAL IDENTIFICATION NO. 45-0503838
 CONTACT PERSON Barbara Bendle TITLE Human Resources Manager
 E-mail: Barbara.Bendle@
manning-construction.com TYPE OF BUSINESS: Masonry

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT \$5,525,000

PROJECTED START DATE 3/16/15 PROJECT DURATION 10 mo

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	Bricklayer	As Needed	\$20-22	No	As needed
B	Laborer	As Needed	\$10-12	No	As needed
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
	<i>See attached.</i>	

Revised 07/05

Manning Construction, Inc

Employee	SS No.
Abson, Ronnie	250-33-5548
Aguilar, Victor	079-82-3436
Alston, Linwood P	237-11-8280
Alston, Thomas G	237-11-7548
Altizer, Ronald G	229-27-1543
Ambrose, Cody M	239-81-0428
Amos Jr, Lee W	228-06-5399
Anderson, James	227-29-1469
Anderson, Kenneth	246-33-8079
Arana, Ruby J	633-48-2815
Arriaza Luna, Francisco H	227-93-3113
Avalos, Jose R	219-67-2804
Avalos, Williams M	219-67-2808
Baca, Julio	584-37-0464
Bagby, James D	227-86-2018
Barrera, Juan	636-26-6275
Beasley, Herbert R	226-13-5616
Beasley, John R	226-90-3956
Beli, Mathew	260-06-8189
Best, Tekevious D	241-63-3225
Betts, John	085-56-7294
Bond Jr, William E	240-59-9953
Bookman Jr, Thomas E	228-25-8075
Boone, Christopher C	229-49-4610
Bowar, John P	123-54-6840
Boyd, Justin	223-53-8983
Branch, Al A	225-08-2085
Brogdon, Chesterfield	229-80-0471
Brooks, Oren C	248-96-6561
Burns, John A	228-21-4441
Camacho, Steven	598-07-5536
Campos Fernandez, Rony J	227-91-5706
Canady, Lewin	461-25-1497
Carroll, Terrence M	228-63-4670
Carter, Michael O	229-96-8846
Castro, Arlindo R	223-75-3456
Cavendish, Chad C	225-37-2543
Charleton Jr, Beverly A	228-15-2513
Charleton, Donald L	223-25-9165
Chavez, Oscar M	229-89-5451
Chavez, Vidal A	231-89-2001
Chavez, Wilfredo G	223-91-8710
Childress Jr, Lewis G	230-37-0960
Childress Jr, Wallace M	225-02-2240
Christian, William J	434-63-9519
Clark, Alan D	212-19-6464
Collins, Kevin	179-60-9260
Collins, Tracy	241-35-7914
Cook, Christopher	223-23-6984
Cooper, Norris	244-13-1907
Copeland III, Raymond	226-33-7442
Corbin, Joseph D	241-25-5307
Corbin, Marcus A	238-61-9929
Cosby, Sylvester D	227-06-8073
Cousins, Douglas	227-88-7430
Crawley, Donald E	230-04-6396
Crump, Davie V	225-06-5346
Cruz, Ricardo A	227-61-4933
Cruz, Rigoberto	226-91-7739
Cubias, Carlos G	228-41-2451
Czelzinger, Brandon	224-53-8952
David Marquez, Guillermo	577-39-3063
Davis, Dvon X	227-67-7637
Davis, Frederick C	228-11-3019
Davis, Leon	251-11-3582
Davis, Phillip	245-13-7353
Day, Edward	229-27-1505
Diaz, Raul D	227-93-2514
Diaz, Roberto O	052-04-4981
Dores, Brian K	579-96-9109
Douglas, Kenneth L	249-15-5296

Manning Construction, Inc

Employee	SS No.
Downey, Clarence J	239-23-0686
Dry, James D	244-90-2588
Dugger, Jr, Ernest L	230-56-3965
Edmonds, Alvin L	227-25-3182
Edmonds, Torrian R	224-63-2013
Escobar, Carlos C	229-89-8648
Escobar, Jose F	225-49-0347
Espinosa, Camilo	229-08-5998
Everett Jr, Jesse R	238-25-7213
Fairchild, Alfred	230-29-0561
Fitzwater, Conrad O	225-63-5354
Flores Neito, Noe A	107-47-2715
Flores, Andres A	101-76-2156
Ford, Roger D	230-94-0946
Franklin, Derek J	020-64-8410
Gallop, Darrell T	226-29-8293
Garcia Ayala, Roberto C	260-93-2538
Garcia, Edwin	523-21-7839
Gardner, Lucious J	266-57-9367
Garman, Terry	224-15-8373
Garner II, Hugh B	230-86-1082
Garrison, James L	214-35-2683
Gathers, Roger L	040-78-6685
Gibson Jr, John E	226-96-5125
Glron, Miguel A	230-89-9251
Givens, Kenny L	225-43-3494
Gonyeau, Michael	090-58-5177
Gonzales, Jerry L	645-03-8405
Gonzalez Medina, Jorge I	582-45-8935
Gonzalez, Gilberto A	223-61-8542
Gonzalez, Jose M	229-91-5013
Goodwyn Jr, Collis C	226-45-5615
Green, Eric M	224-06-4576
Guard, Clayson J	223-02-7330
Guard, Jason C	228-47-9727
Guerrero Berrios, Salvador	612-54-8467
Hamilton, Lonell	251-49-3083
Harris, Shawn J	231-41-4045
Hatchell Jr, Washington C	231-98-2748
Hernandez, Franklin	223-91-7678
Hernandez, Lazaro A	226-91-2296
Hernandez, Marco A	231-65-0192
Hernandez, Samuel	213-10-1222
Herrera, Jose L	823-63-9248
Herring, Danny	230-15-6379
Hill, Anthony	228-17-9359
Hill, Robert A	229-11-8578
Hines, Austin R	233-69-0382
Hunt, Ronald	238-21-2797
Hunter, Darnell	240-21-3671
Hunter, Jermaine	243-25-6579
Jackson, Doniell D	223-11-0546
Jeffress, Juan O	227-94-6210
Johnson, David W	240-96-3884
Johnson, Durwood	225-94-0298
Johnson, Landon M	228-08-5868
Johnson, Leroy C	231-63-4369
Johnson, Michael R	227-94-4864
Jones, Billy J	240-94-6418
Jones, Edward C	148-62-0045
Jones, Hanif A	578-94-4104
Kearney III, Roy A	237-37-1277
Kendrick, Victor R	224-21-7089
King Jr, James A	225-69-3488
King Jr, William T	237-11-3328
King, Rickey T	230-02-1442
Knapp Jr, William R	068-58-7329
Knight, Christopher E	224-87-2518
Knight, Douglas J	227-06-7383
Knight, Marvin	225-29-3728
Lanier, Dante	228-29-5903

Manning Construction, Inc

Employee	SS No.
Lazaro, Andres	731-22-7427
Lazaro, Juan A	731-22-6713
Lee, Devaughan C	231-61-9070
Lee, Winston C	577-88-9645
Lobo, Rene	229-61-9065
Locklear, Michael F	224-15-0716
Lopez, Angel A	231-89-0147
Lopez, Jose J	078-78-5699
Manning, Michael J	060-60-6612
Marable, Craig M	227-23-0952
Martin, David L	226-21-7459
Martin, Francisco J	210-98-3564
Martinez, Aczib O	087-88-2485
Martinez, Herbert S	067-82-9558
Martinez, Isaac C	729-01-9183
Martinez, Juan A	229-71-0867
Martinez, Pedro G	196-89-8752
Mason, Isaiha V	230-73-9033
Maxwell, Jr, Cecil E	229-29-8389
May, Justin	241-71-7587
McCray Jr, James E	251-29-9873
McLaurin, Walter	248-41-5635
McNair, Richard	227-78-7306
Mejia, Carlos	223-91-1374
Mejia, Felix A	081-90-5392
Mejia, Jose D	610-94-0113
Merica, David D	214-76-1113
Mobley, Christopher L	224-47-6575
Molina, David	223-91-4762
Montague, Walter L	226-11-8977
Montanez Sus, Jose M	582-25-5890
Moreira, Jose Amilcar	731-37-4931
Morris, Deshaun	234-21-1988
Morton Jr, Willie M	227-23-4147
Moyer, Paul D	231-76-8106
Navia (Mgmt), Henry	225-21-0546
Nevarez, Jesus	583-99-0406
Parada, Raul	620-56-7980
Pauley, David W	233-06-8995
Payne, Rahsean C	227-45-0567
Perez, Antonio H	699-14-2650
Pernell, Rodney L	248-19-6776
Person, Antonio	224-21-3574
Petty, Ray M	224-65-5483
Phelps, Christopher M	227-55-9306
Pollo, Julio C	223-81-8709
Pratt, DelRico A	227-61-4625
Pratt, Sidney S	421-15-7729
Price, Jeremy T	231-08-6506
Pugh, LaVale M	241-43-5764
Quick, Maurice A	178-64-9136
Quintanilla, Denis R	850-87-3209
Ragen Jr, Leonard F	225-88-8650
Rager, Barry L	230-17-6642
Ray III, Marion E	230-90-9249
Redd, Carlos E	241-08-9387
Rhodes, Brett M	231-69-9525
Ripley, Larico L	229-08-9514
Rivers, Derrick L	247-47-4907
Robinson, Cornelius	577-84-9513
Robinson, Donald W	230-96-3735
Rogue, Cipriano	225-77-7324
Rusley, Jeffrey C	416-13-7765
Salamanca, Jose L	212-61-9677
Samuels, Earl L	230-13-8177
Sanchez, Juan Rosas	380-27-8446
Saravia Escamilla, Marco	230-93-8820
Scarce, Michael E	229-86-6267
Seekford, Jr, Donald L	227-11-7337
Simons, Henry L	050-50-6090
Smallwood, Michael A	229-08-4657

Manning Construction, Inc

Employee	SS No.
Smallwood, Steven S	224-21-8326
Smith, James S	229-59-4567
Smith, Jamie K	224-51-2799
Smith, Willie	251-29-4074
Speight, Gregory D	238-41-4307
Spigner, Teako M	577-27-2549
Stephenson, Archie C	246-19-7737
Stevens, Jeremiah J	227-71-8293
Stroop, Casey J	230-75-7793
Stroop, Philip W	229-51-8131
Sulton, Anthony	226-08-7306
Taylor, Kenneth J	224-27-9441
Taylor, Larry D	228-21-1020
Taylor, Wayne A	224-27-9406
Templin, Charles F	224-84-4298
Thomas, Dallas	231-88-9436
Thomas, Larry L	226-31-0696
Thomas, Robert N	227-92-1164
Thomas, Stoney C	228-11-0589
Thompson, Timothy W	228-08-5280
Thrash, Dale D	227-43-8241
Tiru, Jorge G	596-05-2386
Torres Cortes, Bryan J	581-91-0254
Torres Funes, Jonathan L	320-93-0049
Torres, Benedicto	107-78-0059
Torres, Jiovanny A	094-88-7040
Trammell, Jeff E	231-21-8354
Tucker, Donald W	315-78-4674
Turley, Andrew W	225-59-1257
Turner, Dillon K	224-79-9090
Walker, Jabriel	225-17-2058
Warren, Eric S	153-60-1800
Webster, Juwan J	228-71-9373
Welch, Chance A	223-77-0455
Welch, George A	229-11-2050
Welch, Michael A	231-57-0432
Welch, Sage L	230-79-9336
Williams, Michael F	223-82-4788
Wilson, Lonnie	227-19-1771
Winstead, Eric A	229-57-8580
Wissler, William P	224-67-3091
Witherspoon Jr, Croxton	230-13-0450
Wooddell, Tony S	229-33-0468
Wright, Warren L	225-08-3750
Yopp, Curtis E	262-63-2327
Zambrano Sorto, Eris O	840-80-0134

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

December 4, 2015

Shane Black
Business Manager
Clark Construction Group, LLC
650 Water Street, SW
Washington, DC 20024

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and McDonnell Landscape, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.denetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

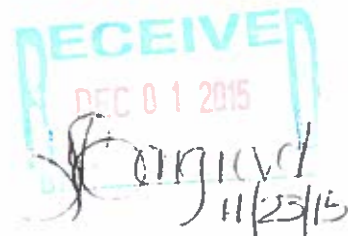
Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 113345

Contract Amount: \$1,216,000

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and McDonnell Landscape Inc, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, and Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("Employee Notification"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday - Friday, excluding legal holidays observed by the District of Columbia) ("Business Days") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph E.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO *SMALL BUSINESS*
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
522014215
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 23 day of November, 2015 ..

DOES:

EMPLOYER:

Department of Employment Services

By:

By: *Drew Hubbard*

By: *[Signature]*

Dept. of Employment Services
Office of Employer Services

EMPLOYMENT PLAN

NAME OF FIRM McDonnell Landscape Inc
 ADDRESS 20315 Georgia Ave. Brookeville, MD 20833
 TELEPHONE NUMBER 301-924-2600 FEDERAL IDENTIFICATION NO. 522014215
 CONTACT PERSON Sharon Hawkins TITLE Office Manager
 E-mail: sharon@mcdonnelllandscape.com TYPE OF BUSINESS: Landscape

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Construction FUNDING AMOUNT \$1,216,000

PROJECTED START DATE 4-1-16 PROJECT DURATION 12-1-17

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL #	PROJECTED HIRE DATE
A	Laborer	1- F/T	\$10.00	N/A	5-1-16
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
See Attached List		Highlighted

Revised 07/05

EMPLOYEE LISTING
MCDONNELL LANDSCAPE INC - S603

EMP ID	EMPLOYEE NAME	DIV	BRCH	DEPT	SOCIAL SECURITY #	PAY FRQ	FED/ST STATUS	EX	TAX CODES	HIRE DATE	RATE OR SALARY	CHK
371	ALVARENGA, T	04/06/2015										
130	AMAYA, LUIS											
365	AVALOS, MARCO											
166	AVILES, FRA	05/19/2015										
360	AYALA, EDWIN	WARD										
310	AYALA, JOSE											
340	BACON, HOM	05/01/2014										
403	BOJORQUE, R	08/10/2015										
277	BOLANOS, AL	05/19/2015										
389	CANALES, CA	05/19/2015										
350	CASTANEDA, T	05/19/2015										
156	CASTILLO, D	05/19/2015										
387	CASTILLO, F	05/19/2015										
376	CASTRO, BAY	05/19/2015										
214	CERTENC, LUCIO D											
390	CHAVARRIA, T	05/19/2015										
356	CHINCHILLA, T	05/19/2015										
395	CONTRERAS, T	05/19/2015										
392	CORONADO, F	05/19/2015										
140	CRUZ, JOSE	04/06/2015										
99	CRUZ, JOSE											
344	CRUZ, WALTER	05/19/2015										
311	CUEVA, JOSE	04/06/2015										
60	DERAS, FEDERICO											
252	FRANCIS, JAMES											
368	FRANCO, WAL	04/06/2015										
64	FRITZ, JOW C											
378	FUENTES, HE	05/19/2015										
355	GONZALEZ, M	04/06/2015										
229	GUERRA, JOS	05/19/2015										
68	GUTIERREZ, CARLOS											

EMPLOYEE LISTING
MCDONNELL LANDSCAPE INC - 5603

EMP ID	EMPLOYEE NAME	DIV	BRCH	DEPT	SOCIAL SECURITY #	PAY FRO	FED/ST STATUS	TAX CODES	HIRE DATE	RATE OR SALARY	LAST CHG DT
380	HANRAHAN, JOHN										
386	HANKINS, SHARON										
388	HERRANDEZ, ANTONIO										
348	HERRANDEZ, T								05/19/2015		
141	HERRANDEZ, JAVIER										
301	HERRANDEZ, JOSE										
394	LAIKEZ, WIL								04/06/2015		
312	LIZAMA, PEDRO										
379	LOPEZ, CARLOS										
69	LOPEZ, EMILIO										
106	LOPEZ, GERMAN										
91	LOPEZ, JORGE										
100	LOPEZ, JORGE JR										
123	LOPEZ, SAMUEL										
343	LUDWIG, ALAN										
305	LUNA, MARCO								05/19/2015		
399	LUTZ, BRYAN								06/16/2015		
369	MARAVILLA, T								04/06/2015		
357	MARQUEZ, ER								05/19/2015		
71	MARQUEZ, ERNESTO S										
290	MATA, IJALM								05/19/2015		
75	MCDONNELL, TIMOTHY										
397	MCRAE, ROB								06/29/2015		
94	MENDOZA, GILBERTO										
96	MENDOZA, ROBERTO										
306	MONTOYA, JUAN										
171	MORALES, MABRO										
98	MORALES, MAYNOR										
372	NABARRETE, JOSE										
395	NOLASCO, JO								05/19/2015		
396	NOWALK, HAR								09/15/2015		

WAF-D I

EMPLOYEE LISTING
MCDONNELL LANDSCAPE INC - S603

EMP ID	EMPLOYEE NAME	DIV	BRCH	DEPT	SOCIAL SECURITY #	PAY FRO	FED/ST STATUS	EX	TAX CODES	HIRE DATE	RATE OR SALARY	LAST CHK DT
179	HUJEZ, DANIEL	L										
342	O'RELLANA, R	T								05/19/2015		
108	PAZ, CLAUDI	T								05/19/2015		
364	PEREZ, JOSE											
146	PEREZ, NEFTALI											
391	POSAS, KEVIN	T								05/19/2015		
402	RICHTER, STEPHEN											
404	STEPEK, STEPHEN	T								09/15/2015		
80	STEPEK, THADDEUS											
385	SUNNEL, W	T								05/19/2015		
81	TABORA, ROLAND	T								03/06/2015		
205	TORRES, CHRIS											
255	TORRES, DILSIA											
401	TORRES, JOSE	T								06/29/2015		
83	TORRES, SANDRO											
85	TORRES, ORLANDO											
87	VASQUEZ, MARTIN A											
88	VASQUEZ, TE	L										
377	VILLATORO, EDWIN											
400	WESTBROOKS, T									06/16/2015		
398	ZUNIGA, ANTHONY											

WARD

NUMBER OF EMPLOYEES 35

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

October 8, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

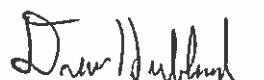
Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Metro Earthwork, a Division of Shirley Contracting Company, LLC. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,


Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 36269

Contract Amount: \$1,608,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Metro Earthworks, A Division of Shurty Contracting Company, LLC, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.


- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 91548
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: City & District of Columbia Group, LLC
- XII This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 1st day of October, 2014.

DOES:

Department of Employment Services

By: 

**Dept. of Employment Services
Office of Employer Services**

EMPLOYER:

**METRO EARTHWORKS, A DIV OF SHIRLEY
CONTRACTING CO., LLC**


By: 
S. SMITH - V.P.

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Metro Earthworks, A Division of Shirley Contracting Company LLC

ADDRESS 8435 E. 11th St., Loudon, VA 22071

TELEPHONE NUMBER 703-550-8100 FEDERAL IDENTIFICATION NO. 90-0191543

CONTACT PERSON Kevin Lyons TITLE Project Manager

E-mail: Kevin.Lyons@shirleycontracting.co TYPE OF BUSINESS: Construction

ORIGINATING DISTRICT AGENCY Wharf District Water Development, LLC

CONTRACTING OFFICER: Clark Construction Group TELEPHONE NUMBER: 361-272-8100

TYPE OF PROJECT Construction FUNDING AMOUNT \$1,608,000.00

PROJECTED START DATE 10/2/14 PROJECT DURATION June 2015

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Chris Teague	718337	N/A
Gregory Teague	718559	N/A
Eduardo Osorio	716674	N/A
Robin Rodriguez Torres	717593	N/A

Revised 07/05

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORODIE DONALD II
DIRECTOR

August 24, 2017

Samantha Sperlbaum
Assistant Project Manager
Donhoe Construction Company
7101 Wisconsin Avenue, Suite 700
Bethesda, MD 20814

Dear Ms. Sperlbaum:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Metro Mechanical Contractors, Inc.** General or Subcontractor Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports must register in the First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

Reminder: All General Contractors **must** invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS).

If you have any questions or need additional information please contact **DeCarlo Washington**, (202) 698-5772, decarlo.washington@dc.gov.

Sincerely,

Michael I. Watts
Associate Director
Office of Wage-Hour

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 395-004

Contract Amount: \$ 2,094,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Metro Mechanical Contractors Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Donohoe Construction Company
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated 9/28/16 day of _____

DOES:

EMPLOYER:

Department of Employment Services

By: Metro Mechanical Contractors, Inc.

By: Joe M. R. Smith

By: [Signature]

Senior Official

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Metro Mechanical Corporation, Inc.

ADDRESS 5611 Lafayette Place Hyattsville, MD 20781

TELEPHONE NUMBER 301-927-4077 FEDERAL IDENTIFICATION NO [REDACTED]

CONTACT PERSON Natalie Triggs TITLE office manager

E-mail: ntriggs@metromechllc.com TYPE OF BUSINESS: Sheet Metal

ORIGINATING DISTRICT AGENCY Donohue Construction Company

CONTRACTING OFFICER:
Lonita Bryant

TELEPHONE NUMBER:
202-439-0340

TYPE OF PROJECT
Sheet Metal

FUNDING AMOUNT
\$2,094,000.00

PROJECTED START DATE
8-1-2016

PROJECT DURATION
8-1-2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
<i>"Please see attached list"</i>		

Revised 07/05

NUMBER	CLASSIFICATION	NAME	CITY/STATE
105	JOURNEYMAN	JAMES CAGLE	
137	JOURNEYMAN	JIMMY McCLEARY	
138	JOURNEYMAN	KELVIN McDONALD	
147	JOURNEYMAN	DONALD PEYTON	
185	JOURNEYMAN	DANNY WALTER	
225	JOURNEYMAN	JOHN LEE JR.	
268	JOURNEYMAN	JAMES FRIELDS	
348	JOURNEYMAN	BOB ROHLS	
383	A1-2 (Apprentice)	ALLEN PRICE	
443	A5-1 (Apprentice)	JUSTIN HALL	
476	JOURNEYMAN	KYLE A.LEE	
487	JOURNEYMAN	WIL MARQUARDT	
574	JOURNEYMAN	MIKE SWEENEY	
592	JOURNEYMAN	ANDREW ZOLLARS	
601	JOURNEYMAN	LESTER LARIOS	
602	JOURNEYMAN	NELSON MENDEZ	
604	JOURNEYMAN	JUSTIN SPADARO	
624	JOURNEYMAN	YOANM SOSA	
655	COMMAN LABOR	WILL CRUZ	
665	JOURNEYMAN	CARLOS RIVERA	
701	COMMAN LABOR	ELVIS ORGANISTA	
703	COMMAN LABOR	JOSE PORTILLO	
706	A2-2 (Apprentice)	JOSE F. SORTO	
707	COMMAN LABOR	JOSE CARRANZA	
729	JOURNEYMAN	GERMAN SORTO	
735	A2-2 (Apprentice)	MERARI DIAZ	
754	A1-1 (Apprentice)	WALTER SANTOS	
794	A2-1 (Apprentice)	COLE WALTER	
800	A1-2 (Apprentice)	SANTOS ALVARADO	
837	JOURNEYMAN	CHRIS HALL	
854	JOURNEYMAN	BOB STOUT	
878	A2-2 (Apprentice)	STEVEN HEISTON	
884	COMMAN LABOR	ANGLE TORRES	
886	A2-2 (Apprentice)	BERNARD SCOTT	DC Resident
888	A1-2 (Apprentice)	ALAN EVERETTE	DC Resident
891	COMMAN LABOR	JOHNATHAN ORGANISTA	
894	A3-1 (Apprentice)	THOMAS ROCHLINKSI	
897	COMMAN LABOR	ROSMI RAMIREZ	
898	COMMAN LABOR	JOSE BENAVIDES	
906	A5-1 (Apprentice)	BASIL FERRO	
907	A1-2 (Apprentice)	EVEN BENNIS	
908	A1-2 (Apprentice)	CODY FERRENCE	
910	JOURNEYMAN	JEFF KIRKMAN	
913	A1-1 (Apprentice)	LUIS ANTONIO CASTRO	
914	JOURNEYMAN	MARBEL PANANEMO	
927	A3-1 (Apprentice)	RUDOLPH YATES	DC Resident
932	JOURNEYMAN	WILLIAM POTTER	
935	JOURNEYMAN	JOHN GILHEANY	
937	COMMAN LABOR	ELEAZAR UMANZOR	
940	A1-1 (Apprentice)	DENNIS MCCLEARY	
942	JOURNEYMAN	LARS DENESELYA	
945	COMMAN LABOR	GABRIEL FLORES	

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

March 26, 2016

Shane Black
Business Manager
Clark Construction Group
650 Water Street SW
Washington, DC 20004

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Millennium Pool**. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each the month, reporting data of the prior month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact DeCarlo Washington, decarlo.washington@dc.gov, 202-698-5772 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Anetta Graham
Supervisor
First Source Program

Enclosure



**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 113545-3307
 Contract Amount: \$3,100,000
 Project Name: Southwest Waterfront Redevelopment (the "Project")
 Project Address: 600 1100 Water St. SW Ward: 6
 Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Southwest Waterfront LLC, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D.C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struener Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section IJ below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "**Minimum Workforce Requirement**"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "**Operations Contracts**") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOI S, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOI S, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOI S' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOI S.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOL'S and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOL'S and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOL'S in negotiating the terms of a First Source Agreement between DOL'S, any third party operator or manager of the Improvements and DOL'S, which agreement shall be in form and substance reasonably acceptable to DOL'S, and shall be effective throughout the Operations Period, and shall deliver to DOL'S contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("Employee Notification"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("Business Days") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOIS and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOIS shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOIS no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOIS a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOFS.

- C. EMPLOYER will make available to DOFS payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOFS such other and further information as may be reasonably requested by DOFS.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOFS, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOFS.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project, the EMPLOYER shall:
 - 1. Document in a report to DOFS its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOFS and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOFS and other referral sources;
 - c. Advertisement of job openings listed with DOFS and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOFS, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOFS finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOFS or WIP, if operational; or
 - 4. DOFS certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOFS may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOFS may modify this Agreement by a writing signed by each of EMPLOYER and DOFS.
- K. EMPLOYER may be declared ineligible for further contracts with DOFS and of the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 37-2011-22
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 18th day of July, 2016.

DOES:

EMPLOYER:

Department of Employment Services

By:

By:

[Handwritten Signature]

By:

[Handwritten Signature]

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM *M. Young & Co. Inc.*
 ADDRESS *1111 1st St. N. Grand Rapids, MI 49503*
 TELEPHONE NUMBER *616-235-1111* FEDERAL IDENTIFICATION NO. *23-1234567*
 CONTACT PERSON *John Doe* TITLE *CEO*
 E-mail: *john.doe@myoung.com* TYPE OF BUSINESS: *Construction*

ORIGINATING DISTRICT AGENCY *Private Funded*
 CONTRACTING OFFICER: *Shane Black* TELEPHONE NUMBER:
 TYPE OF PROJECT *New Construction* FUNDING AMOUNT *\$321,000*
 PROJECT START DATE PROJECT DURATION

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

JOB TITLE	# OF JOBS FTE PTE	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A <i>N/A</i>				
B				
C				
D				
E				
F				
G				
H				
I				
J				
K				

** To be determined when our site work starts in approximately 1 year (Sept 1, 2015)

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
	3663	
	6765	
	5513	
	9653	
	6278	
	7311	

[DOF S Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

September 14, 2015

Kris Good
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Ms. Good:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Miller & Long Company, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 37254

Contract Amount: \$8,442,752

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)



This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Miller & Long Co., Inc, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
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- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

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- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

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- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

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- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 91367
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 5th day of JUNE, 2015

DOES:

EMPLOYER:

Department of Employment Services

By:

By: *Drew Hubbard*

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM: Miller & Long Co., Inc

ADDRESS: 48241 Rugby Ave, Bethesda MD 20814

TELEPHONE NUMBER: (301) 657-8000 FEDERAL IDENTIFICATION NO.: 53-0180808

CONTACT PERSON: Otto Girr TITLE: Vice President of Human Resources

E-mail: ottogirr@millerandlong.com TYPE OF BUSINESS: Cast-in-Place Concrete Construction

ORIGINATING DISTRICT AGENCY: Miller & Long DC, Inc

CONTRACTING OFFICER: David Ochsman TELEPHONE NUMBER: (202) 524-4604

TYPE OF PROJECT: Office Building FUNDING AMOUNT: \$36,250,000

PROJECTED START DATE: 06/2015 PROJECT DURATION: 12/2016

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

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

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check	WARD
Christopher Grant	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
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	<input type="checkbox"/>	
	<input type="checkbox"/>	

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

Miller and Long Co., Inc., currently employs enough workers throughout the Metropolitan area (including over 187 DC Residents) to staff the project.

If new hires are required for the project, Miller and Long Co., Inc., will coordinate with DOES to hire qualified DC residents.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

September 14, 2015

Kris Good
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Ms. Good:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Miller & Long DC, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

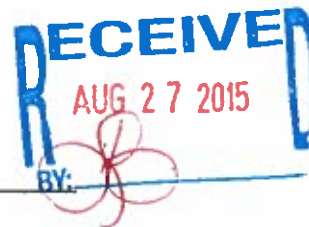
Sincerely,

A handwritten signature in black ink that reads "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 37254

Contract Amount: \$36,250,000

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Miller & Long DC, Inc, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffinan Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
L8988092016 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 91367
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 5th day of JUNE, 2015

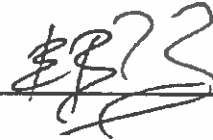
DOES:

EMPLOYER:

Department of Employment Services

By:

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM: Miller & Long DC, Inc

ADDRESS: 5151 Wisconsin Ave NW #307, Washington DC 20016

TELEPHONE NUMBER: (202) 524-4600 FEDERAL IDENTIFICATION NO.:27-5492647

CONTACT PERSON: Luis M. Campos TITLE: HR Director

E-mail:luiscampos@millerandlongdc.com TYPE OF BUSINESS: Cast-in-Place Concrete Construction

ORIGINATING DISTRICT AGENCY: Privately Funding - Clark Construction Group

CONTRACTING OFFICER: Clark Construction Group TELEPHONE NUMBER: (301) 272-8100

TYPE OF PROJECT: Office Building FUNDING AMOUNT: \$457,000,000

PROJECTED START DATE: 06/2015 PROJECT DURATION: 12/2016

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Brown, Kyle A	XXX-XX-9373	
Canales, Eugenio	XXX-XX-0787	4
Cantor, Elli F	XXX-XX-7592	
Cook, Sahid O	XXX-XX-2626	8
Joaquim, Carlos A	XXX-XX-4294	
Privado, Wilfredo G	XXX-XX-4078	
Rawlings, Franco J	XXX-XX-3265	7
Rodriguez-Miranda, Jhovany A	XXX-XX-5862	1
Sewell, William L	XXX-XX-9213	
Simms, Michael L	XXX-XX-8285	7

Revised 07/05

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

Miller and Long DC currently employs enough workers throughout the Metropolitan area to staff the project.

If new hires are required for the project, Miller and Long DC will coordinate with DOES to hire qualified DC residents.

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Q092

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

July 22, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Moretrench American Corporation. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

A handwritten signature in blue ink that reads "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure

JUN 16 2014

Department of
Employment Services

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 35887 - 113306

Contract Amount: 2,947,438

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Moretrench American Corp., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "**Minimum Workforce Requirement**"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "**Operations Contracts**") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
- If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
- If yes, D.C. Apprenticeship Council Registration Number: 93013
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

{Signatures on Following Page}

Dated this **29** day of **May**

DOES:

Department of Employment Services

By: *Drew Hubbard*

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

By: *MOREHEAD AMERICAN CORP*

BY: *[Signature]*

EMPLOYMENT PLAN

NAME OF FIRM Moretrench American Corporation
 ADDRESS 100 Stickle Ave, Rockaway, NJ 07866
 TELEPHONE NUMBER 301-918-3135 FEDERAL IDENTIFICATION NO. 22-1126840
 CONTACT PERSON George King TITLE Area Manager
 E-mail: gking@mtac.com TYPE OF BUSINESS: Construction

ORIGINATING DISTRICT AGENCY TBD - Privately Funded
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Construction FUNDING AMOUNT \$ 263,586,135.00
 PROJECTED START DATE 7/1/2014 PROJECT DURATION 2/1/2016

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



GERREN PRICE
INTERIM DIRECTOR

January 21, 2015

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Paddock Swimming Pool Company. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

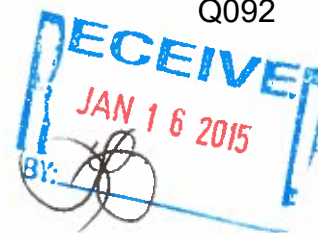
The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure



**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 36679 and 36680

Contract Amount: \$589,321

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Paddock Swimming Pool Co hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.



II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("Employee Notification"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.



- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.



- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of



those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.



- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES NO
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 91551
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 9TH day of JANUARY 2015 .


DOES:

EMPLOYER:

Department of Employment Services

By: Paddock Swimming Pool Company

By: 

By: 
Tom Page, Sr. Project Mgr./Estimator

Dept. of Employment Services
Office of Employer Services

Exhibit A
Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Paddock Swimming Pool Company

ADDRESS 15120-C Southlawn Lane, Rockville, MD 20850

TELEPHONE NUMBER 301-424-0790 FEDERAL IDENTIFICATION NO. 54-0570852

CONTACT PERSON Mike Stimson TITLE Sales Representative

E-mail: mstimson@paddockpools.com TYPE OF BUSINESS: swimming pool construction

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Construction FUNDING AMOUNT _____

PROJECTED START DATE 07/01/2016 PROJECT DURATION 1 year (estimated)
(estimated)

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	None				
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



PADDOCK

SWIMMING POOL COMPANY

Employee List 1/16/2015

Last Name	First Name	SSN	City	State	Zip Code	DC Ward
Case	Daniel	214-13-5189	Bowie	MD	20721	
Castillo	Jorge	085-84-6404	Montgomery Village	MD	20886	
Cedillo Ramos	Francis	648-59-6367	Rockville	MD	20851	
Cedillo Ramos	Osmar	812-34-2244	Rockville	MD	20851	
Chavarria	Carlos	063-84-3377	Montgomery Village	MD	20886	
Clark	Steven	214-29-6703	Bowie	MD	20715	
Cojom	Rigoberto	578-08-1985	Boys	MD	20841	
Crawford	Harry	163-46-2410	Germentown	MD	20876	
Cruz	Eber	787-98-6821	Boys	MD	20841	
Cruz Ortiz	Victor Rene	214-87-9304	Gaithersburg	MD	20877	
Escobar	Dimas	212-61-0886	Hyattsville	MD	20784	
Grimes	Gary	215-54-6525	Gaithersburg	MD	20878	
Primeau	Nelson	217-43-6356	Cockeysville	MD	21030	
Quiroa	Oscar	617-40-4909	Hyattsville	MD	20783	
Ramos	Rubenson	215-21-8264	Rockville	MD	20852	
Robosson	Lonnie	217-02-2706	Catonsville	MD	21228	
Schultz	David	220-56-4082	Frederick	MD	21701	
Schultz	David Scott	217-06-8652	Frederick	MD	21701	
Schultz	Joseph (JC)	216-58-7870	Gaithersburg	MD	20882	
Stang	Timothy	217-74-7872	Glenwood	MD	21738	
Talbert	Leon (Kenny)	577-02-9402	Gaithersburg	MD	20879	
Velasquez	Didiar	219-63-4595	Hyattsville	MD	20784	
Wingler	James (Steven)	217-29-2057	Timonium	MD	21093	
Wingler	James (Scotty)	213-78-7028	Timonium	MD	21093	
Zelko	Marcus	214-29-2318	Bowie	MD	20721	

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

Q092

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

May 19, 2015

Kris Good
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Ms. Good:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and PAM Masonry, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

A handwritten signature in black ink that reads "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 37290

Contract Amount: \$1,110,403.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and PAM Masonry, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below) created as a result of this Project.
- G. For the purposes of this Agreement, the term "**apprentice**," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "**Operations**" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "**Improvements**"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "**Operations Period**" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project, the EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train, and hire residents through EMPLOYER'S own means.
- G. DOES, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
 - I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
 - J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
 - K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 15 day of May.

DOES:

Department of Employment Services

By: Drew Hubbard

Dept. of Employment Services
Office of Employer Services

EMPLOYER: PAM Masonry, Inc

By: PAM Masonry, Inc

By: Paul A. Stanula

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM PAM Masonry, Inc.

ADDRESS 3223 Danbury Circle Spotsylvania, VA 22551

TELEPHONE NUMBER 540-582-5950 FEDERAL IDENTIFICATION NO. 26-2816559

CONTACT PERSON Paula A. Mamula TITLE President

E-mail: pammasonryinc@gmail.com TYPE OF BUSINESS: Class A Masonry, Contractor

ORIGINATING DISTRICT AGENCY Class Construction

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Construction FUNDING AMOUNT \$1,110,403.00

PROJECTED START DATE TBD PROJECT DURATION TBD

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Akeem J. Young	1876	Maryland
Alvaro H. Lopez-Duarte	4642	Virginia
Alzee A. Alston	1169	North Carolina
Ashley N. Mamula	2081	Virginia
Carlos E. Perez	5285	Virginia
Christopher C. Hemingway	3466	Virginia
Christopher W. Mamula	3754	Virginia
Cristian A. Cruz	5950	Washington D.C.
David E. Medrano	9283	Virginia
Edward E. Hall	7402	Maryland
Elmer A. Rivas	9897	Virginia
Francisco Granados-Nunez	1098	Virginia
Fredy Quintanilla	7071	Maryland
Gerdandino Delgaso-Escobar	2802	Maryland
Hector M. Aguilar	2236	Maryland
James E. Smith	4168	Maryland
James M. Smith	7111	Virginia
John C. Feaganes	9698	Virginia
John F. Ramey	5024	Virginia
Jonathan B. Gardner	3618	Maryland
Jose A. Ruiz	9035	Virginia
Jose A. Alvarez	7924	Virginia
Jose A. Ayala	1931	Washington D.C.
Jose Argueta-Marquez	5068	Virginia
Jose F. Garcia-Acosta	0769	Virginia
Juan M. Martinez	9765	Virginia
Juan Villalobos Guillen	3509	Virginia
Lonell Hemingway	4441	Virginia

Luis A. Granados-Nunez	9517	Virginia
Maria H. Barraza	5820	Virginia
Mauricio Chacon-Izquierdo	9599	Maryland
Miguel A. Argueta-Marquez	2839	Virginia
Miguel Ambrocio	5612	Washington D.C.
Misty J. Fulton	1974	Virginia
Oscar A. Benitez	3800	Maryland
Paula A. Mamula	1961	Virginia
Peter R. Frey	7933	Maryland
Rafael Guillen	4310	Virginia
Ricardo A. Ortiz	1680	Washington, D.C.
Robert P. Mamula	2964	Virginia
Rodolfo O. Calix	9462	Virginia
Rolando F. Escobar	0183	Virginia
Ruben A. Granados	7503	Virginia
Rutilio Gomez Fuentes	2312	Virginia
Salvador M. Martinez	6421	Virginia
Susan Vasilevich	9104	Pennsylvania
Taurino Guillen	4512	Virginia
Timothy M. Mamula	3912	Virginia
Trey J. Robinson	7298	Maryland
Walter Barahona	7398	Virginia
William R. Gardner Jr.	4151	Maryland
Yoni F. Pineda	4619	Virginia

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



ODIE DONALD II
DIRECTOR

May 22, 2017

Mallory Rutkoske
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Ms. Rutkoske:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Parkinson Construction Company**. General or Subcontractor Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **The Wharf Phase -1 Parcel 3-A**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports must register in the First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

Reminder: All General Contractors must invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS).

If you have any questions or need additional information please contact **DeCarlo Washington**, (202) 698-5772, decarlo.washington@dc.gov.

Sincerely,

Michael I. Watts
Associate Director
Office of Wage-Hour

Enclosure

MAY 19 2007



Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number: 37909

Employer Name: Parkinson Construction Company

Project Contract Amount: _____

Employer Contract Award: \$2,100,000.00

Project Name: 113355- The Wharf Phase-1 Parcel 3-A

Project Address: 600-1100 Waterfront Street, SW Ward: 6

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 Parkinson Construction Company, Inc., 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 hercof.
- 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: LSR76366042015 _____

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: 91612

XI. SUBCONTRACTOR

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

If yes, name of prime contractor: Clark Construction Group, LLC

Dated this December day of 22ND 2015

[Handwritten Signature] 5-22-12

Signature Dept. of Employment Services

[Handwritten Signature]

Signature of Employer

Parkinson Construction Company, Inc.

Name of Company

7826 Eastern Ave., NW, Suite 502, Washington, DC 20012

Address

202-636-4005

Telephone

maurice@parkinsonconstruction.com

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: Parkinson Construction Company, Inc.
 ADDRESS OF EMPLOYER: 7826 Eastern Ave., NW, Suite 502, Washington, DC 20012
 TELEPHONE NUMBER: 202-636-4005 FEDERAL IDENTIFICATION NO.: 52-169-0709
 CONTACT PERSON: Maurice Jones TITLE: Executive Vice President/CFO
 E-MAIL: maurice@parkinsonconstruction.com TYPE OF BUSINESS: General Construction & Masonry

DISTRICT CONTRACTING AGENCY: Private Sector
 CONTRACTING OFFICER: Lawrence G. Stovicek TELEPHONE NUMBER: 301-272-7447
 TYPE OF PROJECT: Construction CONTRACT AMOUNT: _____
 EMPLOYER CONTRACT AMOUNT: \$2,100,000.00
 PROJECT START DATE: _____ PROJECT END DATE: _____
 EMPLOYER START DATE: March 2016 EMPLOYER END DATE: October 2016

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 Bricklayer	FT	\$22.00	No	March, 2016
B Mason Tender	FT	\$16.00	No	March, 2016
C Sawman	FT	\$22.00	No	March, 2016
D Forklift Operator	FT	\$18.00	No	March, 2016
E Scaffold	FT	\$16.00	No	March, 2016
F				
G				
H				
I				
J				
K				

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

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check	WARD
Celestine Buie	<input checked="" type="checkbox"/>	
William Cooper	<input checked="" type="checkbox"/>	
Elmer A. Diaz	<input type="checkbox"/>	
James McCauley	<input checked="" type="checkbox"/>	
Jermel McCauley	<input checked="" type="checkbox"/>	
Lisandro Meza	<input checked="" type="checkbox"/>	
Miguel A. Amaya	<input checked="" type="checkbox"/>	
Hector J. Amaya	<input checked="" type="checkbox"/>	
Estanislao Amaya	<input checked="" type="checkbox"/>	
Jose R. Calderon	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
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	<input type="checkbox"/>	
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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, intended for the user to provide a detailed explanation of why the Employer will not have any new hires on the Project.

GOVERNMENT OF THE DISTRICT OF COLUMBIA**Department of Employment Services**

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
ACTING DIRECTOR

February 19, 2015

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Perkins Eastman DC, PLLC. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

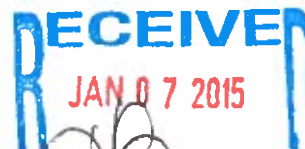
Sincerely,

A handwritten signature in black ink that reads "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: Clark-PEDC 04.15.2014

Contract Amount: \$6,322,964, \$2,133,286 / Total of two contracts = \$8,456,250

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Perkins Eastman DC PLLC, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE) YES
 NO
 If yes, certification number: (Certification No. for Managing
LSR87545122014 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 4A
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction Group LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this ⁰⁶ _____ day of January 2015 _____.

DOES:

EMPLOYER:

Department of Employment Services

By:

By: Drew Hubbard

Perkins Eastman DC PLLC
By: _____

Dept. of Employment Services
Office of Employer Services

EMPLOYMENT PLAN

NAME OF FIRM Perkins Eastman DC PLLC

ADDRESS 1250 23rd St NW Suite 475 Washington DC 20037

TELEPHONE NUMBER 202-861-1325 FEDERAL IDENTIFICATION NO. 45-4444536

CONTACT PERSON Douglas Campbell TITLE Managing Director

E-mail: d.campbell@perkinseastman-dc.com TYPE OF BUSINESS: Architecture

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Architecture/Design FUNDING AMOUNT 8,456,250

PROJECTED START DATE 04/15/2014 PROJECT DURATION 42 months

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

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

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check	WARD
Attia, Sharif	<input type="checkbox"/>	
Beltran, Lynnette	<input type="checkbox"/>	
Bendeck, Tatiana	<input checked="" type="checkbox"/>	2
Campbell, Douglas	<input type="checkbox"/>	
Cronin, Abigail	<input checked="" type="checkbox"/>	3
Fusco, Anthony	<input type="checkbox"/>	
Griffin, William	<input type="checkbox"/>	
James, Khara	<input type="checkbox"/>	
Lehman, Erika	<input checked="" type="checkbox"/>	6
Messinger, Jennifer	<input type="checkbox"/>	
Miller, Matthew	<input checked="" type="checkbox"/>	2
Puranik, Pallavi	<input type="checkbox"/>	
Rankin, Mary Rose	<input type="checkbox"/>	
Sasiadek, Christopher	<input type="checkbox"/>	
Serem, Juliet	<input type="checkbox"/>	
Shirey, David	<input type="checkbox"/>	
Swiatocha, Brett	<input type="checkbox"/>	
Thompson, Brian E	<input type="checkbox"/>	
Truxon, Reginald	<input checked="" type="checkbox"/>	6
Watling, Sarah (Hire Date: 14.10.29)	<input checked="" type="checkbox"/>	4
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	
	<input type="checkbox"/>	

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

Perkins Eastman DC PLLC does not currently have plans to hire any staff for this project. It is also noted that Perkins Eastman DC PLLC is exempt from the apprenticeship requirements as the entity does not provide skilled trade construction services.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORODIE DONALD II
DIRECTOR

July 11, 2017

Samantha Sperlbaum
Assistant Project Manager
Donohoe Construction Company
7101 Wisconsin Avenue, Suite 700
Bethesda, MD 20814

Dear Ms. Sperlbaum:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Precision Wall Tech, Inc.** General or Subcontractor Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **The Wharf – Parcel 5**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports must register in the First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

Reminder: All General Contractors **must** invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS).

If you have any questions or need additional information please contact **DeCarlo Washington**, (202) 698-5772, decarlo.washington@dc.gov.

Sincerely,

Michael I. Watts
Associate Director
Office of Wage-Hour

Enclosure



Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT



395-025

Contract Number: _____

Employer Name: PRECISION WALL TECH, INC.Project Contract Amount: \$Employer Contract Award: \$682,892.00Project Name: THE WHARF - PARCEL 5Project Address: 700 MAINE AVE., SW, WASHINGTON DC 20024 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 PRECISION WALL TECH, INC., 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: LSDZ51420022019

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: 100050

XI. SUBCONTRACTOR

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

If yes, name of prime contractor: Donohoe Construction

Dated this 3rd day of Nov 16 20

W.P.L. Uy 2-12-11

Signature Dept. of Employment Services

[Handwritten Signature]

Signature of Employer

Precision Wall Tech, Inc.

Name of Company

605 Raleigh Place SE Washington DC

Address

202.330.0955

Telephone

cathey@precisionwall.com

E-mail

EMPLOYMENT PLANNAME OF EMPLOYER: PRECISION WALL TECH, INC.ADDRESS OF EMPLOYER: 605 RALEIGH PLACE SE WASHINGTON DC 20032TELEPHONE NUMBER: 202.330.0955 FEDERAL IDENTIFICATION NO.: [REDACTED]CONTACT PERSON: Cindy Athey TITLE: PresidentE-MAIL: cathey@precisionwall.com TYPE OF BUSINESS: Painting ContractorDISTRICT CONTRACTING AGENCY: DC Department of Planning & Economic DevelopmentCONTRACTING OFFICER: Susan Gilbert TELEPHONE NUMBER: _____TYPE OF PROJECT: Hotel CONTRACT AMOUNT: _____EMPLOYER CONTRACT AMOUNT: \$682,892.00

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: 03/01/2017 EMPLOYER END DATE: 12/31/2017

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

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

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, intended for the user to provide a detailed explanation of why the Employer will not have any new hires on the Project.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
ACTING DIRECTOR

March 11, 2015

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Prospect Waterproofing Company. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

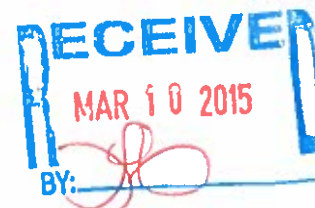
The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure



**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 37093

Contract Amount: \$2,922,000

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Prospect Waterproofing Co., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 91499
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 9 day of March, 2015.

DOES:

Department of Employment Services

By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

By: 

George Barlow
By: _____

EMPLOYMENT PLAN

NAME OF FIRM Prospect Waterproofing Co.
 ADDRESS 118 Acacia Lane, Sterling VA 20166
 TELEPHONE NUMBER 703-450-2355 x1 FEDERAL IDENTIFICATION NO. 54-1646622
 CONTACT PERSON George Barlow TITLE VP
 E-mail: gbarlow@pwcompany.com TYPE OF BUSINESS: waterproofing sub

ORIGINATING DISTRICT AGENCY _____
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Mixed Use FUNDING AMOUNT \$2,922,000
 PROJECTED START DATE 4/14/14 PROJECT DURATION 42 months

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	None -			will use existing workforce	
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE ID	WARD
RUDY ARRIAZA LUNA	1650	
GARY ATENCIO	1739	
CAMRON BASS	2039	8
BO BUL	2760	
DAREN BURR	2764	
RUTILIO DUBON	4767	
JOSHUA EVANS	5783	
VALENTE GONZALEZ	7556	
CHHE HENG	8160	
RUFINO HERNANDEZ	18772	
JOSE I HERNANDEZ	8187	
QUINTIN HOLMES	8540	8
ANTRON HOWARD	8580	
SANTOS IGLESIAS	9235	
KY KAING	11130	
NANG KIM	11320	
RODNEY KNISLEY	11506	
JOSE MEJIA	13166	
FERNANDO MENDEZ	13170	
PHIRUN MEY	13185	
RODNEY NELSON	14390	8
TUN NOP	14550	
KEVIN PINKNEY	16325	
ARMANDO REYES	18178	
JAVIER RIVERA	18350	
WILFREDO RODRIGUEZ	18555	
VICENTE SANCHEZ	19014	
GERARDO SANCHEZ RANGEL	19018	
LAI SEN	12015	
SAMBATH SUON	19783	
RICHARD TANG	20685	
JUAN TELLO BUSTAMENTE	20165	
SOTHA TIM	20319	
FABRICIO TORRES RUIZ	20545	
SOKTHI TRAN	20683	
MAU UA	21004	
KIM UNG	21515	
OSCAR VENTURA IGLESIAS	22183	
ORLANDO ZAVALA	26560	

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

October 21, 2015

Kris Good
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Ms. Good:


Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and RB Hinkle Construction, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

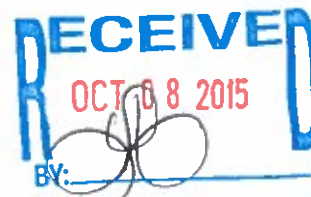
Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,


Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 38589

Contract Amount: \$565,000

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and RB Hinkle Construction Inc, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "**Minimum Workforce Requirement**"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "**Operations Contracts**") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

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- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

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- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES NO
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction Group LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 8th day of October, 2015

DOES:

EMPLOYER:

Department of Employment Services

By:

By: *Drew Hubbard*

Kristine Brown, Project Manager
By: *Kristine Brown*

Project Manager

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM R.B. Hinkle Construction, Inc.
 ADDRESS P.O. Box 1153 Ashburn, VA 20146
 TELEPHONE NUMBER 703.430.0200 FEDERAL IDENTIFICATION NO. 54-1689926
 CONTACT PERSON Kris Brown TITLE Project Manager
 E-mail: krisbrown@rbhinkle.com TYPE OF BUSINESS: Underground Utilities
Construction

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Southwest Waterfront Restoratio FUNDING AMOUNT \$565,000

PROJECTED START DATE August, 2015 PROJECT DURATION December, 2015

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	Laborer	1 - FT	starting rate	n/a	asap
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Edgardo Sanchez	#5097	n/a
Jose Rivera Moreno	#501	n/a
Jose E. Ruano	#5317	n/a
Jose T. Reyes	#5430	n/a
Carlos Espinoza	#2068	n/a
Nathanial Murphy	#2101	n/a
Edwin Vilche	#1049	n/a
Juan Ricaldes	#2104	n/a
Felipe Orellana	#5461	n/a
Hector Rivera	#1037	n/a
Hector Rivera Jr.	#5503	n/a
Manual Bautista	#5482	n/a
Ageo Diaz	#1045	n/a
Lizandro Ayala	#5510	n/a
Santos Chavez	#2073	n/a

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA**Department of Employment Services**

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

October 29, 2015

Shane Black
Business Manager
Clark Construction Group, LLC
650 Water Street, SW
Washington, DC 20024

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Reliant Drywall, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

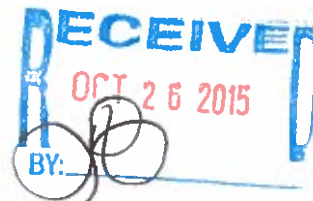
Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: (S) 37671 AND 37665

Contract Amount: \$ 1,233,500.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and RELIANT DRYWALL, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES
If yes, name of prime contractor: CLARK CONSTRUCTION
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

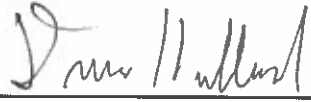
Dated this 23rd day of OCTOBER, 2015

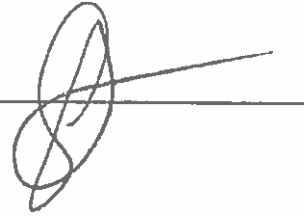
DOES:

EMPLOYER: RELIANT DRUMM

Department of Employment Services

By: JEFF LANG

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM RELIANT DRYWALL
 ADDRESS 5734 INDUSTRY LANE, FREDERICK, MD 21704
 TELEPHONE NUMBER 301-624-0033 FEDERAL IDENTIFICATION NO. 0505-37017
 CONTACT PERSON JEFF LONG TITLE PROJECT MANAGER
 E-mail: JLONG@RELIANTDW.COM TYPE OF BUSINESS: COMMERCIAL DRYWALL

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT BASE BUILDING FUNDING AMOUNT \$1,233,500.00

PROJECTED START DATE 4/2016 PROJECT DURATION 2 YEARS

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Michael A. Cappelletta	C144-603-067-500	N/A
Mariano Rodriguez	A66664934	N/A
William A. Pierce	P620-887-067-313	N/A
Jeremy S. Fitzwater	F323-402-760-650	N/A
Jose A. Esobar	A66116835	N/A
Jose L. Biron	A69666937	N/A
Albert C. Surman	24585950	N/A
Denis W. Zahn	Z600-139-887-376	N/A
Eliseo Avelar	T61311567	N/A
Christopher M. Delvin	D145-115-603-067	N/A

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

November 19, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Richter & Associates, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: _____

Contract Amount: \$297,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) ___ (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Richter + Associates, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Strucver Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
~~NO~~
 If yes, certification number: (Certification No. for Managing
 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

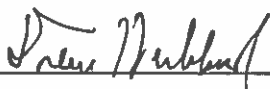
Dated this 14th day of November, 2014 , .

DOES:

EMPLOYER:

Department of Employment Services

By:

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Richter & Associates, Inc.
 ADDRESS 15865 Crabbs Branch Way, Rockville, MD 20855
 TELEPHONE NUMBER 301-548-7475 FEDERAL IDENTIFICATION NO 52-1615549
 CONTACT PERSON STEPHEN RICHTER TITLE PRESIDENT
 E-mail: S.RICHTER@RICHTERASSOCIATES.COM TYPE OF BUSINESS: dry utility consulting

ORIGINATING DISTRICT AGENCY Privately Funded
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Construction FUNDING AMOUNT \$297,000.00
 PROJECTED START DATE 6/14/2014 PROJECT DURATION 6/30/2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B	No anticipated new job creations				
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Steve Richter	206	N/A
Koreem Mack	207	N/A
Steve Harrison	204	N/A
Sally O'Neil	219	N/A
Tim Duncan	217	N/A

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

April 6, 2016

Shane Black
Business Manager
Clark Construction Group
650 Water Street SW
Washington, DC 20004

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Rugo Stone, LLC**. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each the month, reporting data of the prior month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact DeCarlo Washington, decarlo.washington@dc.gov, 202-698-5772 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Anetta Graham
Supervisor
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 39715

Contract Amount: 316,500

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Rugo Stone, LLC, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “Minimum Workforce Requirement”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “Operations Contracts”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
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- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

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- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
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- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

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- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

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- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

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- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
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 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing
 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 93013
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.


[Signatures on Following Page]

Dated this _____ day of _____, .

DOES:

EMPLOYER:

Department of Employment Services

By: 
Rugo Stone, LLC
By: _____

By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYMENT PLAN

NAME OF FIRM Rugp Stone, LLC
 ADDRESS 7953 Angleton Court, Lovetts, VA 22079
 TELEPHONE NUMBER 571 412 2672 FEDERAL IDENTIFICATION NO. 54-1864476
 CONTACT PERSON Karin Fellows TITLE VP-Finance
 E-mail: kfellows@rugstone.com TYPE OF BUSINESS: construction

ORIGINATING DISTRICT AGENCY Private Funding
 CONTRACTING OFFICER: Shane Black TELEPHONE NUMBER: _____
 TYPE OF PROJECT New Construction FUNDING AMOUNT \$457,568,675.00
 PROJECTED START DATE 5/2014 PROJECT DURATION 4 years projected 2018

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	<u>None Anticipated</u>				
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE

Revised 07/05



EE #	First Name	Last Name	Address 1	Address 2	City	State	County/ Ward	Zip Code	Current District Resident
1001	Juan	Moreno	1512 Grace Church Road		Silver Spring	MD	Montgomery	20910	
1025	Regis	Studeny	744 University Drive		Waldorf	MD	Charles	20602	
1051	Arturo	Valles	8845 Hay Shed Lane		Columbia	MD	Howard	21045	
1055	Howard	Campbell	36 Weger Road		Bremen	GA	Haralson	30110	
1058	David	Jonke	5629 Jefferson Blvd		Frederick	MD	Frederick	21703	
1071	Reyes	Zepeda	813 Carter Ave		Durham	NC	Durham	27703	
1072	Martin	Lucio	14832 Elmwood Drive		Woodbridge	VA	Prince William	22193	
1080	Wayne	Radke	4007 Fleetwood Avenue		Baltimore	MD	Baltimore	21206	
1087	Wilfredo	Aranibar Peredo	3861 Pinewood Terrace		Falls Church	VA	Falls Church	22041	
1103	Santos	Lopez Hernandez	3407 Braddock Drive		Woodbridge	VA	Prince William	22193	
1122	Rigoberto	Escobar	5700 Legation Court		New Carrollton	MD	Prince George's	20784	
1127	Jose	Romero Blanco	447 N. Armistead Street	Apt 9	Alexandria	VA	Fairfax	22312	
1130	Antonio	Barbosa	12503 Flack Street		Wheaton	MD	Montgomery	20906	
1139	Alexander	Peah	9781 Goodluck Road	Apt# 16	Seabrook	MD	Prince George's	20706	
1142	Michael	Graves	37211 Dyson Lane		Chaplico	MD	St. Mary's	20621	
1168	Victor	Mejia	13 Coats Bridge Pl	#1B	Frederick	MD	Frederick	21703	
1206	Christian	Lanca	6100 Lincolnia Road	Apt #610	Alexandria	VA	Fairfax	22304	
1228	Richard	Youngblood	300 Lynne Drive		Sheffield Lake	OH	Lorain	44054	
1252	Jack	Faulkner	11775 Old Frederick Rd, RT 99		Marriottsville	MD	Howard	21104	
1264	Boanerges	Quintanilla Ramos	2305 Fordham St		Hyattsville	MD	Prince George's	20783	
1269	Fernando	Barbosa	12503 Flack Street		Silver Spring	MD	Montgomery	20906	
1299	Valentin	Anlezana Encinas	225 Cedar Avenue		Gaithersburg	MD	Montgomery	20877	
1320	Jose	Dobarco	8104 Kemper Street		Alexandria	VA	Fairfax	22309	
3013	Anisides	Mejia	2121 Saranac Street		Hyattsville	MD	Prince George's	20783	
3014	Zenon	Moya	3231 Nealon Drive		Falls Church	VA	Falls Church	22042	
3050	Juan	Pedrosa Villalobos	5249 Kenilworth Ave	Apt 202	Hyattsville	MD	Prince George's	20781	
3057	Mario	Zurita	3200 Allen Street	Apt 103	Falls Church	VA	Falls Church	22042	
3058	Marcos	Vargas	7002 WESTMORELAND ROAD		Falls Church	VA	Falls Church	22042	
3064	Carlos	Rodriguez	14436 Minnville Rd		Woodbridge	VA	Prince William	22193	
3070	Juan	Aparicio	9516 Moore Gate Court		Lorton	VA	Fairfax	22079	
3072	Emerson	Juarez Canales	7494 Princess Carol Ct	Apt 11	Manassas	VA	Prince William	20111	
3074	Lupario	Garcia Gonzalez	3809 Executive Ave	Apt. D11	Alexandria	VA	Fairfax	22305	
3080	Ronald	Perry	702 Jefferson ST., NW		Washington	DC	Ward: 4	20011 YES	
3093	Jesus	Benitez	1401 Webster St., NW		Washington	DC	Ward: 4	20011 YES	
3099	Donadin	Bonilla Mejia	2841 15th St. NW		Washington	DC	Ward: 1	20009 YES	
3101	Franz	Rojas	2916 Rosemary Lane		Falls Church	VA	Falls Church	22042	
3107	Cruz	Cabrera	5804 Kennedy Street		Riverdale	MD	Prince George's	20737	
3113	Jose	Gutierrez Corrales	4919 Americana Drive	Apt 109	Annandale	VA	Fairfax	22003	
3116	Luis	Noyola	10405 Huttling Place		Silver Spring	MD	Montgomery	20902	
3119	Shagion	Walters	4004 New Hampshire, NW		Washington	DC	Ward: 4	20011 YES	
3135	Jose	Rojas	2916 Rosemary Lane		Falls Church	VA	Falls Church	22042	
3142	Manuel	Guevara Nativi	13206 Valley Drive		Woodbridge	VA	Prince William	22191	
3149	Jose	Carcamo	1515 Ogden St. NW	Apt #223	Washington	DC	Ward: 1	20010 YES	



3165 Edgar	Flores	4705 North 20th Road	Apt #5	Arlington	VA	Arlington	22207
3181 Ovando	Machuca	10811 Georgia Ave	Apt #202	Wheaton	MD	Montgomery	20902
3188 Luis	Bianco Romero	361 Gaylor Road		Glen Burnie	MD	Anne Arundel	21060
3189 Noe	Blanco	2023 Patterson Road		Hyattsville	MD	Prince George's	20782
3192 Juan	Zelino	9272 Adelphi Road	Apt 303	Hyattsville	MD	Prince George's	20783
3195 Jose	Batrez Andrade	10701 Bickford Ave		Clinton	MD	Prince George's	20735
3241 Oscar	Vasquez	3132 16th St., NW	Apt 304	Washington	DC	Ward: 1	20010 YES
3243 Arquimides	Aparicio	3346 Canton Ct		Dumfries	VA	Prince William	22026
3280 Hector	Mazariego	5340 Chesapeake Road		Hyattsville	MD	Prince George's	20781
3313 Victor	Hernandez	5340 Chesapeake Road		Hyattsville	MD	Prince George's	20781
3336 Jorge	Melgarejo Femolino	3664 Tavern Way		Triangle	VA	Prince William	22172
3517 Michael	Jackson	415 Edgwood ST	Apt 12	Washington	DC	Ward: 5	20017 YES
3524 Basilio	Zetino Parada	4133 Old Columbia Pike Road		Annandale	VA	Fairfax	22003
3531 Filipe	Madureira	14308 Blackmon Drive		Rockville	MD	Montgomery	20853
3536 Wilver	Zavala	9694 Brookridge Court		Montgomery Village	MD	Montgomery	20886
3537 David	Norris	22760 Laurel Glen Rd	Apt. 113	California	MD	St. Mary's	20619
3541 Christopher	McDonnell	6527 Walter Drive		Alexandria	VA	Fairfax	22315
3548 Lucho	Rojas	3200 Allen Street	Apt 103	Falls Church	VA	Falls Church	22042
3550 Michael	Geisler	4930 Bartholows Rd		Mount Airy	MD	Frederick	21771
3551 Manuel	Dobarco	8104 Kemper Street		Alexandria	VA	Fairfax	22309
3552 Mario	Bardini	335 Cross Green St	#A	Gaithersburg	MD	Montgomery	20878
3553 Ryan	Kieman	75 Fairground Ave		Taneytown	MD	Carroll	21787
3554 Juan	Aguilar	P.O. BOX 2072		MERRIFIELD	VA	Fairfax	22116
3555 German	Campos	8116 19th Place		Hyattsville	MD	Prince George's	20783
3559 Jose	Aparicio	7617 Sheffield Village Ln		Lorton	VA	Fairfax	22079
3560 Jeffrey	Bellon	13006 Flack St		Silver Spring	MD	Montgomery	20906
3563 Juan	Ledezma	5600 Southampton Dr.		Springfield	VA	Fairfax	22151
3564 Steven	Winters	5001 Chester Street		Oxon Hill	MD	Prince George's	20745
3565 Michael	Clark	3445 Yardley Dr		Baltimore	MD	Baltimore	21222
3566 Jose	ZELAYA BENITEZ	6210 Houston Ct.		Alexandria	VA	Fairfax	22310
3567 Cesar	Chavez	2848 Brook Dr.		Falls Church	VA	Falls Church	22042
3572 Rudy	VARGAS	1812 Peabody Drive		Falls Church	VA	Falls Church	22043
3573 Omar	Lara	1521 Ray Rd	Apt. 201	Hyattsville	MD	Prince George's	20782
3576 Gabriel	Encinas	8022 Harte Pl	Apt.201	Vienna	VA	Fairfax	22180
3577 Gary	Encinas	3211 Allen St.	Apt. 201	Falls Church	VA	Falls Church	22042
3578 Orlando	Encinas	3209 Allen St	Apt. 204	Falls Church	VA	Falls Church	22042
3579 Edson	Veizaga	4327 Ravensworth Rd	Apt. 823	Annandale	VA	Fairfax	22003
3582 Ruben	Encinas	3209 Allen St	Apt.204	Falls Church	VA	Falls Church	22042
3583 Cesar	Gonzalez Ortiz	3802 14th St. NW	Apt. 311	Washington	DC	Ward: 4	20011 YES
3585 Freddy	Rojas Quinteros	7417 Arlington Blvd	Apt. 202	Falls Church	VA	Falls Church	22042
3586 Inner	Contreras	5616 13th St. NW	Apt. 310	Washington	DC	Ward: 4	20011 YES
3587 Joaquin	Torres	1401 Webster St. NW		Washington	DC	Ward: 4	20011 YES
3589 Jose	Ordomez Murillo	700 Westwood St		Hagerstown	MD	Washington	21740
3590 Guillermo	Diaz	5924 89th Pl		New Carrollton	MD	Prince George's	20784
3591 Hugo	Cabrera	1320 S George Mason Dr	Apt. 21	Arlington	VA	Arlington	22204
3592 Jose	Lewa	PO Box 41646		Arlington	VA	Arlington	22204



3593 Aaron	Lopez Ornelas	9326 Fontana Dr.	Lanham	MD	Prince George's	20706
3594 Hilario	Vasquez	4387 Dubarry Av.	Lanham	MD	Prince George's	20706

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

September 23, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and S&J Service, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 35787

Contract Amount: \$179,800

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and S&J Service Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "**Minimum Workforce Requirement**"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "**Operations Contracts**") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES NO
 If yes, certification number: (Certification No. for Managing 1068-W
 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 91754
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 8th day of August 2014

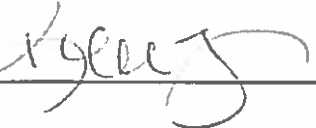
DOES:

EMPLOYER:

Department of Employment Services

By: S+J Service, Inc

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM S & J Service, Inc.
 ADDRESS 2254 25th Place, Washington, DC 20018
 TELEPHONE NUMBER 301 731 9555 FEDERAL IDENTIFICATION NO. 52-1985173
 CONTACT PERSON Karin Fellows TITLE Accounting & Finance
 E-mail: Karinf@sj-service.com TYPE OF BUSINESS: electrical contractor

ORIGINATING DISTRICT AGENCY Privately Funded
 CONTRACTING OFFICER: N/A TELEPHONE NUMBER: N/A
 TYPE OF PROJECT Building Const. FUNDING AMOUNT 75,643,395
 PROJECTED START DATE 4/2014 PROJECT DURATION Approx 10/2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
William J Gamero Iglesias	5627	
Jose L Garcia	5623	
Jeremy T Gardner	1392	
Edwin E Guzman	GUZE	
Gerardo Mejia Martinez	1231	
Edwin J Morales	5629	
Jose B Romero	5620	
Argenis B Santos	5607	
Christian E Ventura	7635	

Revised 07/05

**METROPOLITAN WASHINGTON
UNIFIED CERTIFICATION PROGRAM**

DDOT • 55 M Street S.E., 3rd Floor • Washington, D. C. 20003 • (202) 671-0479
WMATA • 600 Fifth Street, N. W., 3rd Floor • Washington, D. C. 20001 • (202) 962-6493



District Department of Transportation



June 8, 2012

Jose I. Gregorio, President
S & J Service, Inc.
2254 25th Place, N.E., Suite C
Washington, D.C. 20018

RE: Certification No. 1068-W

Dear Mr. Gregorio:

We are pleased to inform you that your firm has been found eligible to continue its certification as a Disadvantaged Business Enterprise (DBE) with the Metropolitan Washington Unified Certification Program (MWUCP), effective **June 8, 2012**. MWUCP participants include the Metropolitan Washington Area Transit Authority (WMATA) and the District of Columbia Department of Transportation (DDOT). **Your firm is subject to the requirements of the Disadvantaged Business Enterprise regulations, Title 49, Code of Federal Regulations, Part 26, as amended and all laws of this jurisdiction applicable to the transaction of business.** You are currently certified in the following North American Industry Classification System (NAICS) Code:

NAICS 237310 – Highway, Street, and Bridge Construction
NAICS 238140 – Masonry Contractors
NAICS 238110 – Poured Concrete Foundation and Structure Contractors
NAICS 237990 – Other Heavy and Civil Engineering Construction

If you wish to add to the list of approved NAICS Codes, you must make such request in writing with supporting documentation to the MWUCP participant from which the original certification was received.

As a certified DBE, you are required to submit an annual “No Change”/“Notice Regarding Change” statement, attesting to your continued status as a “socially and economically disadvantaged individual”. You must also submit the following: (1) a Personal Net Worth Statement (PNW); (2) the Individual Income Tax Return for that year; and (3) the Firm’s Federal Tax Return for that year. The requisite forms are available at www.wmata.com. You can access these forms by first clicking on *Business*

June 8, 2012
S & J Service, Inc.
Page 2

with Metro and then clicking on *Disadvantage Business Enterprise/forms*. The "No Change"/ "Notice Regarding" Change Statement and supporting documentation should be mailed annually on or before your firm's certification date to:

Washington Metropolitan Area Transit Authority
DBE & Compliance Office, 3C
600 5th Street, N.W.
Washington, DC 20001

If a change in the ownership, control or management of your firm has occurred, you must complete and submit a "Notice Regarding Change" statement immediately subsequent to the change.

Firms desiring information about DDOT procurement opportunities should go on line at <http://ddot.dc.gov/dbc>. To do business with WMATA, go on line at www.wmata.com or www.metroopensdoors.com to register as a vendor and for bidding opportunities.

A firm is considered graduated in all or some of the areas of work grouped under the NAICS Codes if the firm exceeds the size standards listed under the NAICS Codes. If a firm exceeds the size standard in any of its approved NAICS Codes, it is no longer certified as a Disadvantaged Business Enterprise under that specific NAICS Code. If a firm exceeds the size standards in all of its approved NAICS Codes or the established Personal Net Worth standard, it is no longer eligible to participate as a Disadvantaged Business Enterprise under the Federal U.S. Department of Transportation Program.

Your certification does not automatically expire, however; your firm must submit the required documents annually on or before your firm's certification date. Failure to provide the requested documents in a timely manner will result in immediate actions to decertify your firm's eligibility as a Disadvantaged Business Enterprise with the Metropolitan Washington Unified Certification Program.

If you have any questions, please contact Tammy Paige-Sterling, DBE & Compliance Specialist at 202-962-2409 or via email at tpsterling@wmata.com.

Sincerely,



Debra A. Farrar-Dyke
Manager, Administrative Services and DBE Liaison

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

March 26, 2016

Shane Black
Business Manager
Clark Construction Group
650 Water Street SW
Washington, DC 20004

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Schneider Electric Building and Critical Systems, Inc.** Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.denetworks.org. Please contact DeCarlo Washington to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each the month, reporting data of the prior month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact DeCarlo Washington, decarlo.washington@dc.gov, 202-698-5772 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Anetta Graham
Supervisor
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: _____

Contract Amount: 884,500

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) ___ (No) X

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Schneider Electric Building, hereinafter referred to as "EMPLOYER".
Critical Systems, Inc.

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffinan Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- II. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Ark Construction Group, Inc./Clark Constr
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]


Dated this 25th day of March ..

DOES:

EMPLOYER:

Department of Employment Services

By: Schnolder Electric Buildings Critical Systems, Inc.

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Schneider Electric Buildings Critical Systems, Inc.
 ADDRESS 8989 Herrmann Dr Ste 300, Columbia, MD 21045
 TELEPHONE NUMBER 410-381-7655 FEDERAL IDENTIFICATION NO. 30-0294855
 CONTACT PERSON Cheri Clark-Edwards TITLE Accountant
 E-mail: cheri.clark@schneiderelectric-critic; TYPE OF BUSINESS: Corporation

ORIGINATING DISTRICT AGENCY Private Funded
 CONTRACTING OFFICER: Shane Black TELEPHONE NUMBER: _____
 TYPE OF PROJECT New Construction FUNDING AMOUNT 884,500
 PROJECTED START DATE 10/1/2015 PROJECT DURATION 5/22/2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Andrew Chu		N/A
Jerry Koulatsos		N/A
Dylan Schwacke		N/A
Remainder To Be Determined		

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



ODIE DONALD II
ACTING DIRECTOR

March 19, 2017

Andrew Tomasello
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Tomasello:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **Service Glass Industries**. General Contractor or Subcontractor . Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You must post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org.

First Source reports are due by the 10th of each the month. Company representatives responsible for completing the First Source Contract Compliance reports must register in the First Source Online Registration and Reporting System (FORRS), <http://firstsource.dc.gov>.

Reminder: All General Contractors must invite their subcontractors that are subject to the First Source Employment Agreement requirements, to join the project using the First Source Online Registration & Reporting System (FORRS).

If you have any questions or need additional information please contact DeCarlo Washington, (202) 698-5772, decarlo.washington@dc.gov.

Sincerely,

Michael I. Watts
Associate Director
Office of Labor Law and Enforcement

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 395-001

Contract Amount: \$15,090,042.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Service Glass Industries, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

- those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.
- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
1. a good faith effort to comply is demonstrated by EMPLOYER;
 2. 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;
 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
- If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
- If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Donohoe Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

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

Service Glass Industries will not be creating any new positions as a result of the Southwest Waterfront Project. Service Glass is not a registered apprenticeship subcontractor with the D.C. apprenticeship council. Service Glass is a construction management based contractor, with subcontractors hired to install our scope of work, including the installation of aluminum curtain walls, panels, storefronts, and entrance doors. Our installation subcontractors will include (2) subcontractors, who both have a registered apprenticeship programs with the D.C. Apprenticeship Council.

Dated this 16th day of November, 2016

DOES:

Department of Employment Services

By:  7-20-12

**Dept. of Employment Services
Office of Employer Services**

EMPLOYER:

By: 

Steven Jeffers
By: _____

EMPLOYMENT PLAN

NAME OF FIRM Service Glass Industries, Inc

ADDRESS 500 Monocacy Blvd. Frederick, MD 21701

TELEPHONE NUMBER 301-473-5500 FEDERAL IDENTIFICATION NO. [REDACTED]

CONTACT PERSON Adam Gillespie TITLE Project Manager

E-mail: agillespie@serviceglass.com TYPE OF BUSINESS: Glazing Subcontractor

ORIGINATING DISTRICT AGENCY N/A

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT _____ FUNDING AMOUNT _____

PROJECTED START DATE 4th quarter 2016 PROJECT DURATION 3rd Quarter 2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	N/A	0			
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

October 31, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Smith Midland Corporation. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 11345

Contract Amount: \$ 485,000⁰⁰

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Smith Midland, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "**Minimum Workforce Requirement**"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "**Operations Contracts**") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

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- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

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- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

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- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
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- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
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- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
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 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES . in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
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NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes. D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes. name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 30TH day of October, 2014

DOES:
Department of Employment Services

EMPLOYER: Smith Midland Corp.

By: 

By: 

By: Stephen Demas
Y.P. Project Management

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Smith Midland Corp.
 ADDRESS 5119 Catlett Road, Midland VA 22728
 TELEPHONE NUMBER 540-272-1002 FEDERAL IDENTIFICATION NO. 540881620
 CONTACT PERSON Stephen Demas TITLE VP Project Management
 E-mail: sdenas@smithmidland.com TYPE OF BUSINESS: Precast Manufacturer

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Supplier FUNDING AMOUNT \$485,000

PROJECTED START DATE 7/2014 PROJECT DURATION 12/2014

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/I	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	None	0	N/A	None	N/A
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Steve Demas	9942	VA
Jason Saville	9772	VA

Revised 07/05

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

August 14, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and The Anderson Company, LLC. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

AUG 01 2014

Department of
Employment Services

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 35831

Contract Amount: \$10,283,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and The Anderson Company LLC, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "**apprentice**," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- II. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "**Operations**" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "**Improvements**"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "**Operations Period**" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
- If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
- If yes, D.C. Apprenticeship Council Registration Number: 91560
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this June 17 day of 2014 ..

DOES:

Department of Employment Services

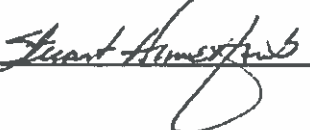
By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

The Anderson Company LLC

By: Stuart Himelfarb
Executive Vice President

By: 

EMPLOYMENT PLAN

NAME OF FIRM The Anderson Company LLC

ADDRESS 12150 TAC Court, Manassas, Virginia 20109

TELEPHONE NUMBER (703) 393-4000 FEDERAL IDENTIFICATION NO. 54-1805611

CONTACT PERSON Stuart Himelfarb TITLE Executive Vice President

E-mail: shimelfarb@theanderco.com TYPE OF BUSINESS: Earthwork

ORIGINATING DISTRICT AGENCY DDMPED

CONTRACTING OFFICER: Bettie Crowl TELEPHONE NUMBER: (301) 792-3123

TYPE OF PROJECT Construction FUNDING AMOUNT \$10,283,000.00

PROJECTED START DATE 06/2014 PROJECT DURATION 12/2015

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
<i>See Attached</i>		

Revised 07/05

<u>Employee</u>	<u>SSN</u>		
1812 Andrews, Joshua 207 Gallimore Dr Fredericksburg, VA 22407	224-53-5101	1960 Lam, Rudy PO BOX 1514 Manassas, VA 20108	610-58-1152
1062 Avalos, Carl 14913 Rydall Rd #101 Centreville, VA 20121	224-53-5101	2134 Lloyd, Paul 26485 Laurel Grove Ct Mechanicsville, MD 20659	214-48-5610
1052 Ayala, Marcos 9223 Cristy Dr Manassas Park, VA 20111	224-91-4552	1254 Martinez, Erwin 4240 2nd Rd Apt 12 Arlington, VA 22203	654-01-0201
2080 Brookman, Michael 812 Kings Crest Dr Stafford, VA 22554	226-19-9052	1978 Mencia, Carlos 2123 Oram Pl Herndon, VA 20170	229-85-3755
1230 Culver, Joseph 8911 Oxley Forest Court Laurel, MD 20723	213-82-1520	1176 Mora, Miguel 7364 Lee Hwy, Apt T-1 Falls Church, VA 22046	224-97-6988
2007 Diaz, Oscar 8427 Mackenzie Circle Manassas, VA 20110	230-89-8786	2030 Murray III, Herod 4220 9th St S.E. #23A Washington, DC 20032	577-96-8467
1534 Duran, Jose 10822 Stone Hill Manassas, VA 20109	156-08-1998	1061 Oliva, Dennis 13813 Jefferson Park Dr Apt 4103 Herndon, VA 20171	229-85-2928
2086 Garrison, Bryce 14191 Murphy Terr Gainesville, VA 20155	574-80-3746	1630 Pineda, Jose 20212 Braston Bayter Apt 3 Ashburn, VA 20147	636-76-9758
2073 Gray, Larry 103 G St. SW #b-704 Washington, DC 20024	435-82-6937	1767 Reyes, Gladys 13908 Big Yankee Lane Centreville, VA 20121	229-85-5706
2028 Hemma, David 3604 Aldie Rd Catharpin, VA 20143	223-51-5515	1638 Sosa, Artemio De Jesus 5716 Emerson St Apt B5 Bladensburg, MD 20710	518-27-5772
1801 Hensley, Gregory 7712 Old Linton Hall Road Gainesville, VA 20155	229-35-1417	1008 Thomas, Andre 3320 Major Dr. Beltsville, MD 20705	219-29-4808
2017 Jones, Michael 26485 Laurel Grove Ct Mechanicsville, MD 20659	220-68-5921	1869 Young, Victor 4491 Cheshire Station Plaza Apt 131 Dale City, VA 22193	200-60-9850
		1454 Zelaya, Jose 3911 Bruce St. Apt. #3 Alexandria, VA 22305	231-09-8876

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

August 14, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

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Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

RECEIVED

AUG 01 2014

District of Columbia
Department of Employment Services

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 35835 (TIF)

Contract Amount: \$2,120,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and The Anderson Company LLC, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Strucver Waterfront LLC (Master Developer).

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- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

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- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

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- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "**apprentice**," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "**Operations**" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "**Improvements**"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "**Operations Period**" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“**Employee Notification**”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“**Business Days**”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
- If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
- If yes, D.C. Apprenticeship Council Registration Number: 91560
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this June 17th day of 2014 ..

DOES:

Department of Employment Services

By:



Dept. of Employment Services
Office of Employer Services

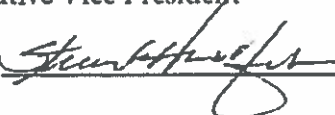
EMPLOYER:

The Anderson Company LLC

By: Stuart Himelfarb

Executive Vice President

By:



EMPLOYMENT PLAN

NAME OF FIRM The Anderson Company LLC

ADDRESS 12150 TAC Court, Manassas, Virginia 20109

TELEPHONE NUMBER (703) 393-4000 FEDERAL IDENTIFICATION NO. 54-1805611

CONTACT PERSON Stuart Himelfarb TITLE Executive Vice President

E-mail: shimelfarb@theanderco.com TYPE OF BUSINESS: Earthwork

ORIGINATING DISTRICT AGENCY DDMPED

CONTRACTING OFFICER: Bethie Crawl TELEPHONE NUMBER: (801) 792-3123

TYPE OF PROJECT Construction FUNDING AMOUNT \$ 2,120,000

PROJECTED START DATE 06/2014 PROJECT DURATION 12/2015

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
<i>See Attached</i>		

Revised 07/05

<u>Employee</u>	<u>SSN</u>		
1812 Andrews, Joshua 207 Gallimore Dr Fredericksburg, VA 22407	224-53-5101	1960 Lam, Rudy PO BOX 1514 Manassas, VA 20108	610-58-1152
1062 Avalos, Carl 14913 Rydall Rd #101 Centreville, VA 20121	224-53-5101	2134 Lloyd, Paul 26485 Laurel Grove Ct Mechanicsville, MD 20659	214-48-5610
1052 Ayala, Marcos 9223 Cristy Dr Manassas Park, VA 20111	224-91-4552	1254 Martinez, Erwin 4240 2nd Rd Apt 12 Arlington, VA 22203	654-01-0201
2080 Brookman, Michael 812 Kings Crest Dr Stafford, VA 22554	226-19-9052	1978 Mencia, Carlos 2123 Oram Pl Herndon, VA 20170	229-85-3755
1230 Culver, Joseph 8911 Oxley Forest Court Laurel, MD 20723	213-82-1520	1176 Mora, Miguel 7364 Lee Hwy, Apt T-1 Falls Church, VA 22046	224-97-6988
2007 Diaz, Oscar 8427 Mackenzie Circle Manassas, VA 20110	230-89-8786	2030 Murray III, Herod 4220 9th St S.E. #23A Washington, DC 20032	577-96-8467
1534 Duran, Jose 10822 Stone Hill Manassas, VA 20109	156-08-1998	1061 Oliva, Dennis 13813 Jefferson Park Dr Apt 4103 Herndon, VA 20171	229-85-2928
2086 Garrison, Bryce 14191 Murphy Terr Gainesville, VA 20155	574-80-3746	1630 Pineda, Jose 20212 Braeton Bayter Apt 3 Ashburn, VA 20147	636-76-9758
2073 Gray, Larry 103 G St. SW #b-704 Washington, DC 20024	435-82-6937	1767 Reyes, Gladys 13908 Big Yankee Lane Centreville, VA 20121	229-85-5706
2028 Hemma, David 3604 Aldie Rd Catharpin, VA 20143	223-51-5515	1638 Sosa, Artemio De Jesus 5716 Emerson St Apt B5 Bladensburg, MD 20710	518-27-5772
1801 Hensley, Gregory 7712 Old Linton Hall Road Gainesville, VA 20155	229-35-1417	1008 Thomas, Andre 3320 Major Dr. Beltsville, MD 20705	219-29-4808
2017 Jones, Michael 26485 Laurel Grove Ct Mechanicsville, MD 20659	220-68-5921	1869 Young, Victor 4491 Cheshire Station Plaza Apt 131 Dale City, VA 22193	200-60-9850
		1454 Zelaya, Jose 3911 Bruce St. Apt. #3 Alexandria, VA 22305	231-09-8876

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
DIRECTOR

December 5, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and The Water Works, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 36454

Contract Amount: \$252,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and The Water Works, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “Minimum Workforce Requirement”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “Operations Contracts”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

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- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

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- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

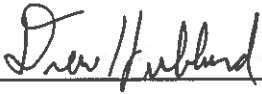
- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES NO
If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 11-24-14 day of NOVEMBER,.

DOES:

Department of Employment Services

By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

By: The Water Works - Waterford

By: 

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM The Water Works, Inc
 ADDRESS 1010 Rockville Pike, Suite 510
 TELEPHONE NUMBER 901-924-2669 FEDERAL IDENTIFICATION NO. 52-1706447
 CONTACT PERSON Kurtis Miller TITLE Owner
 E-mail: kmliller@thewaterworksinc.com TYPE OF BUSINESS: Construction

ORIGINATING DISTRICT AGENCY _____
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: 301-924-2669
 TYPE OF PROJECT Construction FUNDING AMOUNT \$252,000
 PROJECTED START DATE July 2014 PROJECT DURATION December 2015

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
DIRECTOR

November 20, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Tidewater Glazing, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Hubbard".

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: 36672

Contract Amount: \$11,690,000.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and Tidewater Glazing, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("Employee Notification"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("Business Days") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
NO
If yes, certification number: (Certification No. for Managing
Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: 93010
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
If yes, name of prime contractor: Clark Construction Group, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

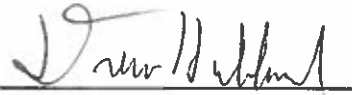
Dated this 13th day of November, 2014 .


DOES:

EMPLOYER: Tidewater Glazing, Inc.

Department of Employment Services

By: Crystall Norfolk

By: 

By: 

Dept. of Employment Services
Office of Employer Services

Tidewater Glazing, Inc.

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM Tidewater Glazing, Inc.

ADDRESS 7135 Standard Drive, Hanover, MD 21076

TELEPHONE NUMBER (410)712-7300 FEDERAL IDENTIFICATION NO. 52-2053903

CONTACT PERSON Crystall Norfolk TITLE Office Administrator

E-mail: crystall@tidewaterglazing.com TYPE OF BUSINESS: Glass, Glazing, Curtainwall

ORIGINATING DISTRICT AGENCY _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT Construction FUNDING AMOUNT \$11,690,000.00

PROJECTED START DATE 5/1/2016 PROJECT DURATION 11/7/2016

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A	Ironworker	2 FT	30.25/HR	Local 05 / :Local 16	unknown
B	Glaziers	2 FT	27.23/HR	Local 51	unknown
C					
D					
E					
F					
G					
H					
I					
J					
K					

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Andrews, Charles	218-88-9208	
Berry, Charles	231-55-2593	
Boehnlein, Bernard	218-84-0389	
Bronz, James	363-98-2698	
Brooks III Claude	219-88-8098	
Burkett, Randy	226-59-6505	
Burkett, Robert	226-59-6508	
Butler, John	213-64-1764	
Canady, Grady	253-08-0919	Ward 7
Carr Jr., Scott	219-19-9675	
Castro-Sanchez, Nestor	577-06-6432	
Clampitt, John	218-68-0070	
Cruz, Juan	220-65-3415	
Devenish, Richard	216-57-4220	
Dice, Michael	218-90-2079	
Elias Ramos, Walter	615-27-8792	
Falcone, John	220-70-7654	
Fleming, Ryan	220-17-6011	
Fravel, Michael	214-06-3969	
Freeburger Jr, Dennis	214-27-4405	
Goode, Jasper	218-92-5069	
Hannon, Sean	218-48-6881	
Hart, Michael	215-13-4237	

Revised 07/05

* List will be revised closer to the date work will start.

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Holder, Troy	579-92-9290	
Hoyt, Thomas	552-65-4785	
Hughes, Evan	217-08-6687	
Jewett, Douglas	220-04-2344	
Johnson, Durell	579-17-7737	
Johnson, Reggle	219-04-2027	
Kling, Travis	228-72-4209	
Lane, Joe	228-92-8916	
Lesko, Richard	217-02-4195	
Main, Michael	218-35-5671	
Majano, Inmer	578-17-6022	
Marshall Sr., James	579-98-5499	
McGlaughlin Jr., James	215-19-7795	
McVey, Gregory	217-90-0165	
Mistretta, Thomas	220-774-4989	
Moore, Michael	223-82-2738	
Morris, Peter	220-02-3232	
Morstein, Jeffrey	213-82-7548	
Munger, Michael	005-74-4135	
Ortiz, David	228-59-8597	
Parkinson, Steven	214-19-8060	
Pineda, Williams	610-27-9039	
Potochney, Richard	212-84-3553	

Revised 07/05

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Powell, Troy	218-13-2780	
Quantilla, Victor	556-81-4557	
Soto Salas, Donny	651-76-4449	
Spicer, Shawn	594-80-4603	
Steen, John	218-80-4563	
Taylor Jr., Joseph	216-92-1095	
Taylor, Kyle	228-29-4891	
Thompson, Michael	231-66-6080	
Turuno, Giovanni	214-21-3160	
Tuner II, Stephen	244-53-3596	
Vorce Jr., Sheldon	595-76-5631	
Walker, David	219-64-1804	
Waugh, Hank	215-33-2148	
Waugh, Owen	219-37-9784	
Williams, Cornelius	577-98-2566	
Wilson, Kendrick	218-90-1972	
Wood, Kendrick	227-94-1237	
Wood, Kevin	230-53-7223	
Wright, Quinton	212-02-0081	

Revised 07/05

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DEBORAH A. CARROLL
DIRECTOR

July 27, 2015

Gabriela Riegler
Vice President of Development
RWP, LLC
680 Water Street, SW
Washington, DC 20024

Dear Ms. Riegler:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and United General Contractors, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: The Wharf Parcel 11B – The Residences at Waterfront Park. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.denetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract number: 017

Contract Amount: \$1,670,000.00

Project Name: The Wharf Parcel 11B - The Residences at Waterfront Park
(the "Project")

Project Address: 600 N St, SW

Ward: ↻

Nonprofit Organization with 501 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and United General Contractors, Inc. hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain I and Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents. **'1111**

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more; to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOFS and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOFS and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOFS in negotiating the terms of a First Source Agreement between DOFS, any third party operator or manager of the Improvements and DOFS, which agreement shall be in form and substance reasonably acceptable to DOFS, and shall be effective throughout the Operations Period, and shall deliver to DOFS contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.00

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 1. notify the party taking possession of the existence of this Agreement;
 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under *this* Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOL-S may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
 - I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
 - J. EMPLOYER and DOL-S may modify this Agreement by a writing signed by each of EMPLOYER and DOL-S.
 - K. EMPLOYER may be declared ineligible for further contracts with DOL-S and or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing **LSDZR77238082016**
 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 9117-23
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Eastview Realty Construction, LLC
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 21 day of April 2020

DOES:

Department of Employment Services

EMPLOYER: AK. ...

By: ...

By: Drew Hubbard

By: ...

Dept. of Employment Services
Office of Employer Services

Exhibit A

Approved Apprenticeship Programs

EXHIBIT A



Certificate of Registration
Apprenticeship Standards

This certifies that the program of apprenticeship named below has been registered as part of the National Apprenticeship Program in accordance with the standards recommended by the Federal Committee on Apprenticeship and the

District of Columbia Apprenticeship Council

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
Richard Caudo	217	4
Lyvell Barbour	46	4
Godfrey Belle	114	N/A
Aaron Brown	186	8
Francisco Garcia	06	N/A
Daniel White	250	N/A
Sid Reynolds	190	4
Jerry Burch	195	1
Jared Cook	194	2
Timothy Howard	248	N/A
Mario Villanueva	79	N/A
Lester Waters	244	N/A
Freddy Brena	91	N/A
Raymond Felton	88	N/A
Terran Hicks	86	N/A
Gabriel Jasper	29	N/A
Lyrone Johnson	92	N/A
John Moore	90	N/A
Antonio Speight	89	N/A

Christopher U'ish	253	N/A
John Steen	252	N/A
Selvin Villatoro	249	N/A
Catalino Villatoro	176	N/A

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

March 26, 2016

Shane Black
Business Manager
Clark Construction Group
650 Water Street SW
Washington, DC 20004

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and **United General Contractors**. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: **Southwest Waterfront Redevelopment**. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington to receive assistance with identifying qualified District residents for placement.

First Source reports are due by the 10th of each the month, reporting data of the prior month. Company representatives responsible for completing the First Source Contract Compliance reports shall contact DeCarlo Washington, decarlo.washington@dc.gov, 202-698-5772 within 2 days of receipt of executed Agreement for a user name and password to access the First Source Employer Portal for electronic submission of reports.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Anetta Graham
Supervisor
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

Contract Number: 37442 & 37443

Contract Amount: \$1,179,990.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 - 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and United General Contractors, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section 1.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the “Sources.” Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the “**Minimum Workforce Requirement**”), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the “**Operations Contracts**”) during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES’ obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs (“Employee Notification”), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) (“Business Days”) before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER’S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- II. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER)
LSDZR77238082016
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 91480
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Construction
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 20th day of November

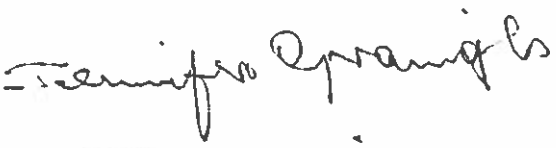
DOES:

Department of Employment Services

By 

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

By 

By 

Exhibit A

Approved Apprenticeship Programs

EXHIBIT A



Certificate of Registration
Apprentice Ship Standards

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

District of Columbia Apprenticeship Council

Notary Public for the District of Columbia

EMPLOYMENT PLAN

NAME OF FIRM United General Contractors, Inc.

ADDRESS 1232 4th Street NE Washington, DC 20002

TELEPHONE NUMBER 202-526-2101 FEDERAL IDENTIFICATION NO. 52-1987599

CONTACT PERSON Jennifer Grainger TITLE Accountant

E-mail: grainger_jenny@yahoo.com TYPE OF BUSINESS: Construction

ORIGINATING DISTRICT AGENCY Private Financed (Clark Construction)

CONTRACTING OFFICER: Shane Black TELEPHONE NUMBER: _____

TYPE OF PROJECT New Construction FUNDING AMOUNT _____

PROJECTED START DATE _____ PROJECT DURATION _____

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

VINCENT C. GRAY
MAYOR



F. THOMAS LUPARELLO
ACTING DIRECTOR

October 22, 2014

Andrew Talbert
Business Manager
Clark Construction Group, LLC
7500 Old Georgetown Road
Bethesda, MD 20814

Dear Mr. Talbert:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and WDG Architecture, PLLC. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**



Contract Number: _____

Contract Amount: \$1,863,220

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) _____ (No)

This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and WDG Architecture, PLLC, hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "**Minimum Workforce Requirement**"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "**Operations Contracts**") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the licn free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES , in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

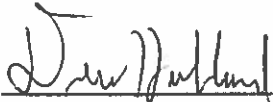
- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES
 NO
 If yes, certification number: (Certification No. for Managing
LX22342082016 Member of EMPLOYER)
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
 YES NO
 If yes, D.C. Apprenticeship Council Registration Number: _____
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: CLARK CONSTRUCTION
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

Dated this 7th day of October, 2014,

DOES:

Department of Employment Services

By: 

Dept. of Employment Services
Office of Employer Services

EMPLOYER:

By: WDC Architecture, PLLC
Jeffrey L. Dees, CFO

By: 

Exhibit A

Approved Apprenticeship Programs

EMPLOYMENT PLAN

NAME OF FIRM WDG Architecture, PLLC
 ADDRESS 1025 Connecticut Avenue, NW Ste#300, Washington, DC 20036
 TELEPHONE NUMBER 202-857-8300 FEDERAL IDENTIFICATION NO. 53-0164442
 CONTACT PERSON Jeffrey L. Nees TITLE CFO
 E-mail: jnees@wdgarch.com TYPE OF BUSINESS: Architectural and Interior Design Services

ORIGINATING DISTRICT AGENCY Private Funding
 CONTRACTING OFFICER: N/A TELEPHONE NUMBER: _____
 TYPE OF PROJECT CONSTRUCTION FUNDING AMOUNT \$ 1,863,220.00
 PROJECTED START DATE March 2014 PROJECT DURATION June 2017

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES: Please list the names of all current employees including apprentices and trainees who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	EMPLOYEE IDENTIFICATION NUMBER	WARD OF RESIDENCE
<i>See attached</i>		

Revised 07/05



October 17, 2014

Lashawn Jackson
 Program Support Assistant
 First Source Program
 Department of Employment Services
 4058 Minnesota Avenue, NE, Third Floor
 Washington, DC 20019

Re: First Source Agreement
 Southwest Waterfront Redevelopment Project (The Wharf)

Dear Ms. Jackson:

Per your request dated October 15, 2014, following are the employees of WDG Architecture, PLLC that are presently working on the Wharf Project (Parcel 4) project:

<u>Name</u>	<u>Residence</u>	<u>% Time Assigned to Project</u>
Mohammad Kamai	MD	100%
Eduardo Sanchez	MD	100%
Sandra Schwartz	MD	100%
Elad Ravid	VA	75%

As discussed today, these individuals perform no on-site services for the above-referenced project, and carry out their respective duties from our corporate offices located in Washington, DC.

If you have any further questions or concerns regarding this matter, please do not hesitate to contact me.

Sincerely,



Jeffrey L. Nees, CFO
 WDG Architecture, PLLC

WDG Architecture, PLLC
 1025 Connecticut Avenue NW
 Suite 300
 Washington, DC 20036-5424

Tel 202 857 8300
 Fax 202 463 2198
 Web www.wdgarch.com

Washington DC Dallas TX

[DOES Attach Monthly Reporting Compliance Form]

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYORDEBORAH A. CARROLL
DIRECTOR

November 24, 2015

Shane Black
Business Manager
Clark Construction Group, LLC
650 Water Street, SW
Washington, DC 20024

Dear Mr. Black:

Enclosed is your copy of the signed First Source Employment Agreement between the D.C. Department of Employment Services (DOES) and Wings Enterprises, Inc. Under the terms of the Agreement, you are required to use DOES as the first source to fill all new jobs created as a result of Project: Southwest Waterfront Redevelopment. In addition, at least 51% of the newly created jobs must be filled by D.C. residents. Further, District residents registered in programs approved by the District of Columbia Apprenticeship Council shall work 35% of all apprenticeship hours worked in connection with the Project.

You should post your job vacancies to the Department of Employment Services' Virtual One-Stop (VOS) at www.dcnetworks.org. Please contact DeCarlo Washington at (202) 698-5772 to receive assistance with identifying qualified District residents for placement.

The First Source Program has implemented an electronic compliance database which will provide a more efficient way for employers to enter and track their monthly First Source data. If you have any questions regarding the Monthly Compliance Reporting Database, please contact DeCarlo Washington at (202) 698-5772.

Thank you for participating in the First Source Employment Agreement Program, and we are looking forward to working with you.

Sincerely,

Drew Hubbard
Associate Director
First Source Program

Enclosure

**SOUTHWEST WATERFRONT
FIRST SOURCE AND WORKFORCE DEVELOPMENT
EMPLOYMENT AGREEMENT**

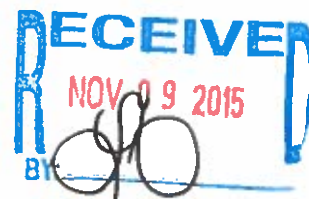
Contract Number: 38380

Contract Amount: \$1,901,781.00

Project Name: Southwest Waterfront Redevelopment (the "Project")

Project Address: 600 – 1100 Water St. SW Ward: 6

Nonprofit Organization with 50 Employees or Less: (Yes) (No)



This First Source and Workforce Development Employment Agreement (this "Agreement") is entered into between and among the District of Columbia Department of Employment Services, hereinafter referred to as "DOES" and WingsEnterprises, Inc., hereinafter referred to as "EMPLOYER".

This Agreement has been promulgated in accordance with D. C. Law 14-24, D.C. Law 5-93 as amended, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents. This Agreement is consistent with the Agreement between DOES and Hoffman Struever Waterfront LLC (Master Developer).

All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in that certain Land Disposition Agreement dated July 8, 2008 between the Office of the Deputy Mayor for Planning and Economic Development for the District of Columbia and EMPLOYER.

This Agreement applies to each phase of the Project including, without limitation, pre-development, construction and Operations (as defined in Section I.J below). Under this Agreement, EMPLOYER will use the following as its sources for recruitment, referral, and placement of new hires or employees for all new jobs created by the development, construction and Operations of the Project:

- A. DOES First Source hiring process; and
- B. The Workforce Intermediary Program ("WIP"), to be funded in part by the Master Developer's contribution of One Million Dollars (\$1,000,000) toward its formation, creation and operation, whose responsibility it is to assure that District residents are trained, qualified and ready to be hired for new jobs generated by the Project, if and to the extent WIP is operational during the term of this Agreement.

A and B are hereinafter referred to jointly as the "Sources." Employer must follow all requirements set forth herein for recruitment, referral and placement from the Sources.

Subject to the terms of this Agreement, EMPLOYER shall:

- A. cause at least fifty-one percent (51%) of all new jobs created in connection with the Project to be filled by District of Columbia residents with at least twenty percent (20%) of those jobs filled by residents of Ward 8 of the District of Columbia (collectively, the "Minimum Workforce Requirement"), and shall use good faith diligent efforts to hire residents of Southwest Washington, D.C. for such new jobs; and
- B. cause its contractor(s) with respect to the Project having one or more contracts applicable to the Project in an aggregate amount of \$500,000 or more to (i) register an apprenticeship program with the DC Apprenticeship Council and (ii) cause 51% of apprentices that participate in such program to be District of Columbia residents, with 30% of such apprenticeship opportunities filled by District residents residing east of the Anacostia River.

FIRST SOURCE

I. GENERAL TERMS

- A. EMPLOYER will use the Sources as its first source for the recruitment, referral and placement of employees for the Project, which shall include Operations (as hereinafter defined) of the Project (the "Operations Contracts") during the Operations Period (as hereinafter defined) where 51% of the new jobs created will go to District residents.
- B. EMPLOYER shall require subcontractors having one or more contracts with respect to the Project (including all Operations Contracts) with an aggregate value of \$100,000 or more, to enter into a First Source Employment and Workforce Development Agreement with DOES, which agreement shall be substantially similar to this Agreement and shall be effective for the entire term of such contract(s).
- C. DOES, directly and through WIP, will provide recruitment, referral and placement services to EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES' obligations under the terms of this Agreement will be carried out by the Office of the Director, the Office of Employer Services (which is responsible for referral and placement of employees), or such other offices or divisions designated by DOES.
- E. This Agreement shall not be construed as an approval of any submission, agreement or other document by or with EMPLOYER or any other person or entity, including, without limitation, any bond application, lease agreement, zoning application, loan, contract or subcontract.

- F. DOES and 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 (as defined in Section VII. D., below), created as a result of this Project.
- G. For the purposes of this Agreement, the term "apprentice," as used herein, shall mean a person at least 18 years of age who has entered into a written agreement, hereinafter called an apprenticeship agreement, with an employer, an association of employers, or an organization of employees, which apprenticeship agreement provides for not less than 2,000 hours of reasonably continuous employment for such person and for his/her participation in an approved program of training through employment and through education in related and supplemental subjects (as defined in D.C. Code 32-1407).
- H. EMPLOYER shall require subcontractors having one or more construction or renovation contracts applicable to the Project in an aggregate amount of \$500,000 or more to register an apprenticeship program with the D.C. Apprenticeship Council. This includes, without limitation, any construction or renovation contract or subcontract signed by reason of a loan, bond, grant, Exclusive Rights Agreement, Land Disposition Agreement, street or alley closing, or of real property for a term of one (1) year or more. The apprenticeship program will apply to apprenticeable trades as defined by the U.S. Department of Labor.
- I. This Agreement shall take effect when signed by each of DOES and EMPLOYER and shall be fully effective during all stages of the Project (from pre-development through the lien free completion of the Project (including the close-out of all Project related construction contracts)). This Agreement shall apply to the operation of the Project during the Operations Period if and to the extent EMPLOYER manages or otherwise provides services in connection with the operation or management of the Improvements (as hereinafter defined) that constitute the Project. EMPLOYER shall assist DOES in negotiating the terms of a First Source Agreement between DOES, any third party operator or manager of the Improvements and DOES, which agreement shall be in form and substance reasonably acceptable to DOES, and shall be effective throughout the Operations Period, and shall deliver to DOES contact information for any retail tenants to which EMPLOYER leases space at the Project. The term "Operations" means any of the following: (i) the property management (including any hotel management) of any portion of the completed improvements comprising the Project (the "Improvements"); (ii) the activities of any parking operator/lessee and/or security company operating at the Improvements, and (iii) any construction or renovation contracts governing or arising out of tenant construction at the Improvements. The term "Operations Period" means, with respect to each phase of Required Improvements, the period beginning upon Completion of that set of Required Improvements and ending on the fifth anniversary of such completion date.

II. RECRUITMENT

- A. EMPLOYER will complete and submit to DOES the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. EMPLOYER will notify DOES and WIP, if WIP is operational, of its specific need for new employees as soon as that need is identified.
- B. Written notification of specific employee needs ("**Employee Notification**"), as set forth in Section II.A, must be given to DOES and WIP, if WIP is operational, at least five (5) business days (Monday – Friday, excluding legal holidays observed by the District of Columbia) ("**Business Days**") before using any other employee referral source or directly hiring employees. The Employee Notification shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. EMPLOYER will provide job referral contact information on all Project signage.
- D. Job openings to be filled by internal promotion or transfer from EMPLOYER'S current workforce need not be referred to DOES or WIP for placement and referral.
- E. EMPLOYER will submit to DOES the names and a unique identification number for all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRALS

- A. DOES and WIP, if WIP is operational, shall screen and refer applicants according to the qualifications supplied by EMPLOYER in the applicable Employee Notification.

IV. PLACEMENT

- A. DOES and WIP, if operational, within five (5) Business Days after receiving the applicable Employee Notification, shall notify EMPLOYER of the number of applicants DOES and WIP, if WIP is operational, will refer to EMPLOYER in response to such Employee Notification. DOES and WIP, if WIP is operational, will use reasonable efforts to refer at least two (2) Qualified Applicants for each job opening listed in an Employee Notification. Qualified Applicant shall mean applicants who have the necessary skills to perform the jobs to be filled in accordance with the qualifications supplied by EMPLOYER per provision III.A.
- B. 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 Applicants referred by DOES and/or WIP, if operational.

- C. In the event neither DOES nor WIP is able to refer the qualified personnel requested by EMPLOYER within five (5) Business Days following the date the applicable Employee Notification is delivered to DOES and WIP, if applicable, EMPLOYER will be free to directly fill remaining positions for which no Qualified Applicants have been referred. Notwithstanding the foregoing, EMPLOYER will still be required to use good faith efforts to satisfy the Minimum Workforce Requirement, which EMPLOYER may do, without limitation, either through WIP, or by identifying, training (at EMPLOYER'S cost) and hiring residents through EMPLOYER'S own means.
- D. In no event shall DOES and WIP, if WIP is operational, be responsible for the actions or inaction of any employee (regardless of whether such employee was referred by DOES or WIP) and EMPLOYER hereby releases DOES, WIP, the Government of the District of Columbia, the District of Columbia Municipal Corporation, and their respective officers, directors and employees from any and all liability for any employee's actions or failures to act.

V. TRAINING

- A. DOES, WIP, if operational, and EMPLOYER 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 EMPLOYER, DOES and WIP, if operational, and set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, such laws or regulations shall control to the extent of such conflict.
- B. DOES and WIP, if operational, will use reasonable efforts to work within the terms of any collective bargaining agreements applicable to the Project to which EMPLOYER is a party.
- C. EMPLOYER will provide DOES and WIP, if operational, written documentation evidencing that EMPLOYER has provided the representative of any applicable collective bargaining unit with a copy of this Agreement and has requested in writing comments or objections from such representative. If such representative has any comments or objections, EMPLOYER will promptly provide them to DOES and WIP, if operational.

VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government assistance less than \$100,000.

- B. Employment openings that EMPLOYER or a contractor or subcontractor will fill with individuals already employed by EMPLOYER, such contractor or subcontractor.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Any contractor, subcontractor or suppliers of materials to the Project that is located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in 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.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, EMPLOYER should transfer possession of all or a portion of the Project (including any Improvements) to any other party by lease, sale, assignment, merger, or otherwise, EMPLOYER as a condition of transfer shall:
 - 1. notify the party taking possession of the existence of this Agreement;
 - 2. notify the party taking possession that it will be required to execute a First Source and Workforce Development Agreement in substantially similar form to this Agreement as a condition to the effectiveness of such lease, sale, assignment, merger or other transfer; and
 - 3. EMPLOYER shall provide DOES and WIP, if WIP is operational, not later than seven (7) calendar days prior to any such transfer, with the name of the transferee and the name, address and telephone of that transferee's representative.
- B. DOES shall monitor EMPLOYER's performance under this Agreement. EMPLOYER will cooperate in such monitoring efforts and will submit a report in the form attached hereto to DOES no later than the tenth (10th) day of each calendar month showing EMPLOYER'S compliance with the requirements of this Agreement. In addition, no later than thirty (30) days after the last day of the first calendar year after the date of this Agreement and the last day of each calendar year thereafter during the term of this Agreement (as described in paragraph I.J. hereof), EMPLOYER shall deliver to DOES a report showing each new job created in connection with the Project during such calendar year, the number of

those jobs filled by District residents and by residents of Ward 8, and otherwise in form and substance reasonably satisfactory to DOES.

- C. EMPLOYER will make available to DOES payroll and employment records throughout the term of this Agreement.
- D. EMPLOYER shall also make available to DOES such other and further information as may be reasonably requested by DOES.
- E. The terms and conditions of this Agreement shall inure to the benefit of any successor entity to DOES, including, without limitation, any successor agency or entity which is tasked with the management, monitoring, and reporting of compliance with D.C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 in lieu of DOES.
- F. Within thirty (30) days after issuance by the District of the Final Completion Certificate for the Project The EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the Minimum Workforce Requirement; or
 - 2. Submit a request to DOES and to the Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") for a waiver of compliance with the Minimum Workforce Requirement, which waiver must include the following minimum documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Documents showing EMPLOYER'S efforts to identify, train and hire residents through EMPLOYER'S own means.
- G. DOES, in its sole and absolute discretion, may waive the satisfaction of the Minimum Workforce Requirement, if DOES finds that:
 - 1. a good faith effort to comply is demonstrated by EMPLOYER;
 - 2. 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;
 - 3. EMPLOYER enters into a special workforce development training or placement arrangement with DOES or WIP, if operational; or
 - 4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the Project.

- H. DOES may impose reasonable penalties for a willful breach of this Agreement by EMPLOYER, or submission of false data by EMPLOYER, which may include a monetary penalty of 5% of the total amount of the direct and indirect labor costs of the Project.
- I. Nonprofit organizations with 50 or less employees are exempted from the requirement that 51% of the new employees hired on the Project be District residents.
- J. EMPLOYER and DOES may modify this Agreement by a writing signed by each of EMPLOYER and DOES.
- K. EMPLOYER may be declared ineligible for further contracts with DOES and/or the District of Columbia because of EMPLOYER's non-compliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES NO
 If yes, certification number: (Certification No. for Managing Member of EMPLOYER) L5ZR72628112015
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO
 If yes, D.C. Apprenticeship Council Registration Number: 91367
- XI. Indicate whether your firm is a subcontractor on this Project: YES NO
 If yes, name of prime contractor: Clark Concrete Contractors, Inc.
- XII. This Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings related to the subject matter hereof, including, without limitation, the Exclusive Rights Agreement dated as of November 10, 2006 between Developer and the Anacostia Waterfront Corporation. All Schedules and Exhibits are incorporated herein by reference regardless of whether so stated.

[Signatures on Following Page]

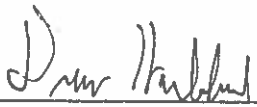
Dated this 20th day of October, 2015

DOES:

EMPLOYER:

Department of Employment Services

By: Wings Enterprises, Inc.

By: 

By: Catherine M. Long

Dept. of Employment Services
Office of Employer Services

EMPLOYMENT PLAN

NAME OF FIRM Wings Enterprises, Inc.
 ADDRESS 3212 7th Street, NE Washington, DC 20017
 TELEPHONE NUMBER 202 635-1217 FEDERAL IDENTIFICATION NO. 52-1514870
 CONTACT PERSON Catherine Long TITLE Office Manager
 E-mail: wingsentpr@aol.com TYPE OF BUSINESS: Construction

ORIGINATING DISTRICT AGENCY Privately Funded
 CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____
 TYPE OF PROJECT Construction FUNDING AMOUNT \$1,901,781
 PROJECTED START DATE 07/23/2015 PROJECT DURATION 07/31/2016

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this Project.

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

CURRENT EMPLOYEES				
	Name	Current DC Resident	Ward (DC Only)	Employee ID
1	Adan B. Gramajo Giron	X	4	Gramaj-1
2	Adan J. Lazo	X	4	Lazo-1
3	Adilman A. Lozano Machado			Lozano-1
4	Agustin Joya Majano			Joya-1
5	Albert Lee Booth	X	8	Booth-1
6	Alexis Y. Giron Ventura			Giron-1
7	Alfonso F. Alfaro Espinoza			Alfaro-1
8	Anselmo Zarceno			Zarcen-1
9	Arnoldo A. Martinez			Martin-1
10	Arnoldo Maradiaga	X	4	Maradi-1
11	Bobby Lee Tenner, Jr.	X	5	Tenner-1
12	Brian Johnson	X	5	Johnso-2
13	Brian Jose Mendoza			Mendoz-7
14	Carlos A. Moreira			Moreir-1
15	Carlos I. Mendoza	X	2	Mendoz-4
16	Carlos Rodriguez			Rodrig-5
17	Christian E. Cieslak	X	5	Cieslak-2
18	Ciro Martinez			Martin-34
19	Clarence L. Mellinger Jr.			Mellin-1
20	Clinton A. Shockey			Shocke-1
21	Courtney L. Fountain			Founta-1
22	Curtis E. Barlow			Barlow-1
23	Darnell M. Harvey	X	8	Harvey-1
24	Douglas D. Chavez-Avalos			Chavez-4
25	Eduardo Lopez			Lopez-14
26	Edwin E. Guzman-Gonzalez			Guzman-1
27	Edwin Orlando Escobar Romero			Escoba-6
28	Edwin Y. Rodriguez Rivas			Rodrig-2
29	Edwing M. Torres Rodriguez			Torres-1
30	Efrain F. Lobo Torrico			Lobo-1
31	Elgar A. Boquin			Boquin-1
32	Elmer W. Perez Baires			Perez-6
33	Emmanuel A. Moronta	X	4	Moront-1
34	Eric A. Shockey			Shocke-2
35	Eric C. Middleton			Middle-1
36	Eric C. Middleton, Jr.	X	8	Middle-2
37	Eric Concepcion			Concep-1
38	Evelio F. Argueta	X	8	Arguet-8
39	Felix Soto Avilez			Soto-1
40	Fidel A. Argueta			Arguet-2
41	Fidencio Diaz			Diaz-2
42	Francis H. Laffin			Laffin-2
43	Francisco I. Mendez Bonilla			Mendez-9
44	Francisco O. Marroquin			Marroq-2
45	Gilberto A. Maltez Ventura			Maltez-1
46	Guillermo J. Ortez Cabrera			Ortez-2
47	Hector A. Quintanilla			Quinta-2
48	Hector Gonzalo Leon			Leon-1
49	Herber A. Melgar			Melgar-4

	Name	Current DC Resident	Ward (DC Only)	Employee ID
50	Homero Lopez Naranjo			Naranj-2
51	Hugo E. Melgar Lazo	X	4	Melgar-3
52	Israel Ortiz Martinez			Ortiz-2
53	James J. Detig			Detig-1
54	Jasson E. Ventura			Ventur-2
55	Javier Grijalva Ramirez	X	4	Grijal-2
56	Jeris D. Taylor			Taylor-1
57	Jorge A. Melendez			Melend-5
58	Jorge Gonzales	X	1	Gonzal-13
59	Jose A. Castillo			Castil-9
60	Jose A. Estrada			Estrad-6
61	Jose A. Guandique			Guandi-3
62	Jose A. Hernandez	X	4	Hernan-4
63	Jose A. Martinez			Martin-35
64	Jose A. Portillo Gonzalez			Portil-15
65	Jose A. Portillo Parada			Portil-13
66	Jose A. Ramirez	X	4	Ramire-2
67	Jose Alonso Arqueta Chicas			Arguet-6
68	Jose C. Rivera	X	5	Rivera-11
69	Jose D. Navarrete	X	4	Navarr-1
70	Jose E. Chavez Avalos			Chavez-5
71	Jose E. Gonzalez			Arguet-3
72	Jose E. Ortega Cruz			Ortega-1
73	Jose F. Gonzalez			Gonzal-2
74	Jose G. Obregon Flores			Obrego-1
75	Jose H. Martinez	X	4	Martin-33
76	Jose H. Paz			Paz-3
77	Jose I. Navarrete	X	4	Navarr-2
78	Jose Jaime Maravilla	X	4	Maravi-2
79	Jose M. Guzman Guevara			Guzman-2
80	Jose M. Portillo Parada			Portil-12
81	Jose Martin Castro			Castro-2
82	Jose N. Jiron			Jiron-1
83	Jose O. Salmeron			Salmer-1
84	Jose O. Ventura			Ventur-1
85	Jose R. Medrano Granados	X	4	Medran-6
86	Jose Ricardo Bonilla	X	1	Bonill-1
87	Jose Rigoberto Herrera			Herrer-1
88	Jose S. Benitez			Benite-2
89	Jose T. Romero Pacheco			Romero-1
90	Josue Benitez			Benite-3
91	Juan A. Perez	X	4	Perez-4
92	Juan Carlos Hernandez	X	1	Hernan-21
93	Juan D. Funes			Funes-1
94	Juan F. Guevara Corado			Guevar-11
95	Juan O. Coreas Guevara			Coreas-2
96	Juan V. Duran			Duran-1
97	Julio Cesar Martinez			Martin-37
98	Julio V. Vasquez Lopez	X	4	Vasque-2
99	Kaliq R. Davis	X	7	Davis-1

	Name	Current DC Resident	Ward (DC Only)	Employee ID
116	Kevin A. Sandoval Gonzalez			Sandov-2
	Kevin P. Pelham			Pelham-1
117	Leonel A. Benavides Romero			Benavi-1
	Luis A. Merino			Merino-3
118	Luis E. Lopez Mendoza			Mendoz-1
121	Luis F. Rivera			Rivera-10
123	Manuel A. Aviles			Aviles-1
124	Manuel A. Lozano	X	1	Lozano-3
125	Manuel deJesus Marquez			Marque-1
126	Marcelino C. Campos			Campos-1
127	Marcos A. Tovar	X	4	Tovar-1
128	Marcus D. DeLoatch			Deloat-1
133	Marvin Alvarez Zambrano			Alvare-8
134	Melvin D. Minero Merino	X	4	Minero-1
135	Michael A. Cieslak	X	5	Cieslak-3
136	Miguel A. Bonilla Vanegas	X	4	Bonill-8
137	Miguel Angel Guevara			Guevar-5
138	Moises Medrano			Medran-7
139	Moises Hernandez	X	4	Hernan-25
140	Moises Rivera-Castillo			Rivera-4
141	Natanael Vitelio Guandique			Guandi-1
142	Nathaniel Kinney	X	8	Kinney-1
143	Nery L. Estrada Jaco			Estrad-4
145	Oscar A. Ortez			Ortez-3
146	Oscar B. Martinez Villanueva			Martin-7
148	Oscar E. Jaco Estrada			Jaco-1
149	Oscar L. Montano			Montan-1
150	Pablo O. Caballero Peraza			Caball-1
151	Pedro A. Alfaro Espinoza			Alfaro-2
152	Pedro A. Chavez			Chavez-1
153	Pedro A. Gonzalez Romero			Gonzal-7
154	Pedro J. Toscano			Toscan-1
155	Rashad D. Lee	X	7	Lee-2
156	Raul A. Mejicanos			Mejica-2
157	Raul A. Blanco Gomez			Blanco-5
158	Reynaldo E. Martinez			Martin-8
159	Ricardo A. Maravilla Bautista	X	1	Maravi-3
160	Roberto C. DeLeon Tobar	X	4	Tobar-4
161	Roberto E. Contreras Gomez	X	4	Contre-6
162	Rolando Antonio Martinez Campos			Martin-36
163	Ruger Alfaro			Alfaro-3
164	Salavador Martinez			Martin-31
165	Santiago Misael Gonzalez Fuentes			Gonzal-10
166	Santos deJesus Tobar	X	1	Tobar-6
167	Santos R. Martinez			Martin-9
168	Seasy S. Tobar			Tobar-1
169	Thomas D. Cieslak	X	5	Cieslak-4
170	Timothy J. Sulser			Sulser-1
171	Victor A. Martinez			Martin-10
172	Walter A. Chicas Salamanca	X	4	Chicas-1

	Name	Current DC Resident	Ward (DC Only)	Employee ID
173	Walter G. Gonzalez Ramos			Gonzal-1
174	Wilfredo G. Iraheta			Iraheta-3
175	Wilfredo Tobar	X	4	Tobar-2
176	William E. Cortez Lopez	X	4	Cortez-2
177	Wilmar Guevara Guevara			Guevara-6
178	Wilmer A. Fuentes Viera	X	4	Fuentes-4
179	Xavier M. Clayton	X	2	Clayton-1

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

We will not be hiring any new hires, we will be transferring our current employees to this project. If unexpected job opportunities become available that we will follow the Developer's approved Employment Plan as ratified by DOES.

Apprenticeship Data, FY16-FY18

	FY17	FY18	FY19 (As of 10/1/2018)
Mandatory Apprenticeship Law			
Number of prime contractors and subcontractors who contracted with the DC government to perform construction, renovation, or IT work with a single contract, or cumulative contracts, of at least \$500,00, let within a 12-month period.	n/a	n/a	n/a
Number of prime contractors and subcontractors who contracted with the DC government to perform construction, renovation, or IT work with a single contract, or cumulative contracts, of at least \$500,00, let within a 12-month period, that have a registered apprenticeship program (by industry)	305	283	283
Number of beneficiaries of projects in excess of \$1M funded in whole or in part with funds which, in accordance with a federal grant or otherwise, the DC government administers, and in which DC is a signatory to any agreement of a contractual nature.	n/a	n/a	n/a
Number of beneficiaries of projects in excess of \$1M funded in whole or in part with funds which, in accordance with a federal grant or otherwise, the DC government administers, and in which DC is a signatory to any agreement of a contractual nature that have a registered apprenticeship program	305	283	283
Number of apprentice hours performed pursuant to apprentice programs required by subsection 32-1431(a) of the DC Code	195,375.78	405,533.17	67,246.16
Number of apprentice hours performed pursuant to apprentice programs required by subsection 32-1431(a) of the DC Code that were performed by DC residents	111,364.19	237,813.06	45,690.45
Number of prime contractors, subcontractors, and beneficiaries that failed to comply with the apprentice hours requirement in subsection 32-1431(b) of the DC code	0	0	0
Number and dollar amount of fines issued	0	0	0
Number and dollar amount of fines waived	0	0	0
Number and dollar amount of fines reduced	0	0	0
Programs, Deregistration, Reinstatement, Modification and Monitoring			
Number of registered programs	293	417	430
Number of active programs	207	305	323
Number of new program applications	196	62	13

Q120 Apprenticeship Data 2018

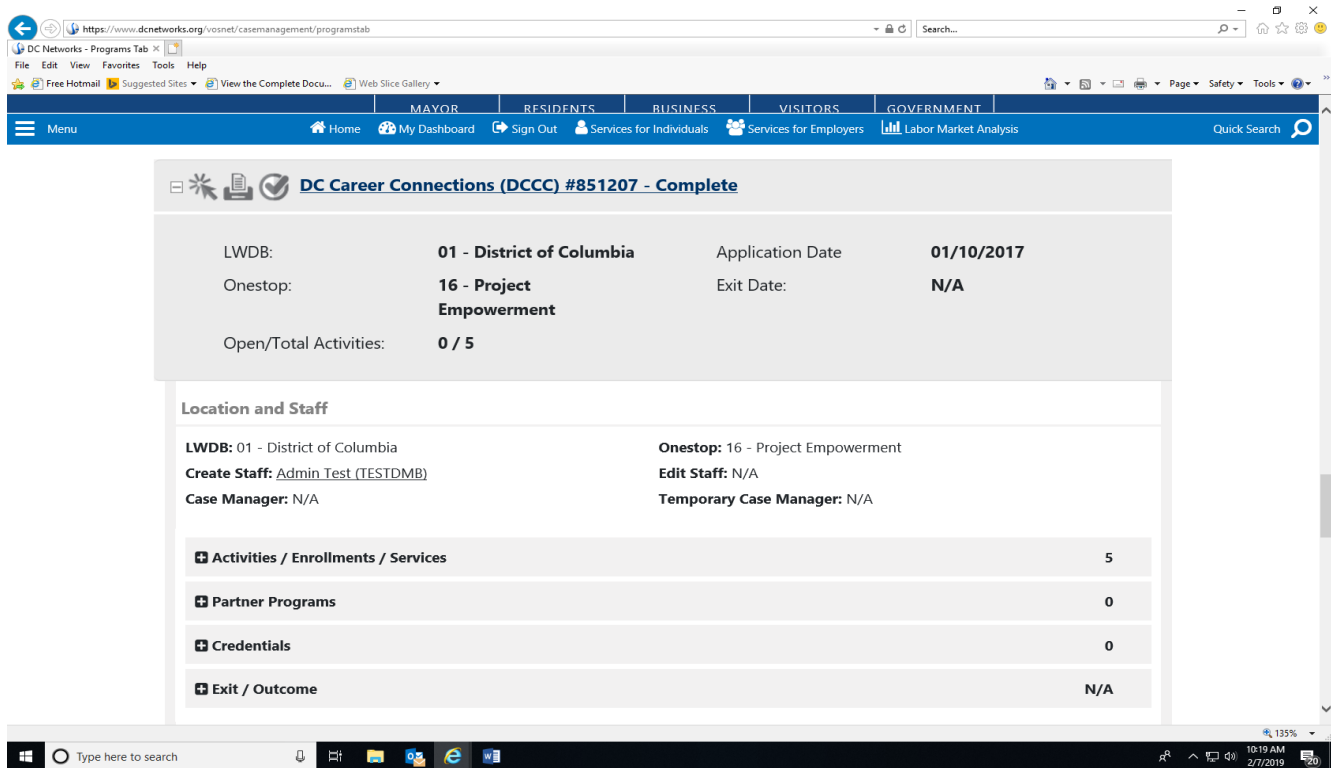
Number of new programs approved	16	49	13
Number of program applications rejected or tabled	3	4	0
Number of programs recertified	6	9	1
Number of programs voluntarily deregistered	5	3	1
Number of preliminary notices of involuntary deregistration sent	5	28	2
Number of final notices of involuntary deregistration sent	5	25	0
Number of hearings requested	0	0	0
Number of hearings held	0	0	0
Number of programs involuntarily deregistered	5	25	2
Number of applications for program reinstatement	0	1	0
Number of reinstatement hearings held	0	0	0
Number of programs reinstated	0	1	1
Number of program modifications or amendments sought by sponsors	1	1	1
Number of modification determinations made	1	1	1
Number of modification determinations made within 90 days	1	1	1
Number of program modifications or amendments granted	1	1	1
Target number and number of monitoring site visits conducted	45/100 (Target)	119/100 (Target)	10/100 (Target)
Target number and number of quality assurance reviews conducted	18/30 (Target)	23/30 (Target)	3/30 (Target)
Target number and number of compliance reviews conducted	8/30 (Target)	15/30 (Target)	3/30 (Target)
Apprentices			
Number of registered apprentices	8482	8717	9108
Number of registered apprentices that are women	291	312	333
Number of registered apprentices that are minorities	4549	4642	4915
Number of registered apprentices that are DC residents	1969	2007	2137
Number of registered apprentices that are DC residents and women	115	124	132
Number of registered apprentices that are DC residents and minority	1878	1916	2039
Number of new apprentices enrolled	557	1708	364
Number of new apprentices enrolled that are women	25	69	21
Number of new apprentices enrolled that are minorities	346	899	256
Number of new apprentices enrolled that are DC residents	170	430	115
Number of new apprentices enrolled that are DC residents and women	7	28	8
Number of new apprentices enrolled that are DC residents and minority	163	416	108
Number of apprentices terminated during probationary period	31	221	8
Number of DC resident apprentices terminated during probationary period	9	85	5

Q120 Apprenticeship Data 2018

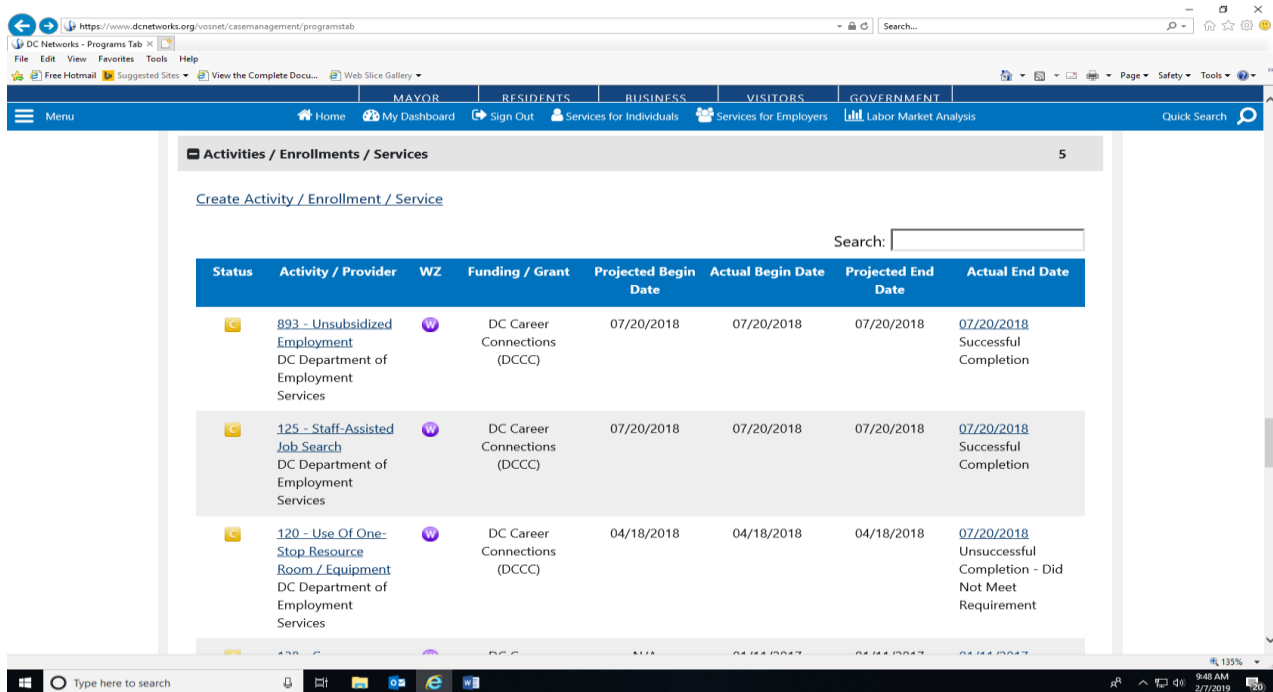
Number of apprenticeship agreements canceled at the request of the apprentice	15	483	103
Number of apprenticeship agreements canceled at the request of a DC apprentice	0	147	27
Number of apprenticeship agreements cancelled or terminated by an employer or sponsor	99	483	103
Number of DC resident apprenticeship agreements cancelled or terminated by an employer or sponsor	31	147	27
Number of apprentice graduates	273	175	13
Number of apprentice graduates that are women	0	4	0
Number of apprentice graduates that are minorities	0	54	3
Number of apprentice graduates that are DC residents	1	19	2
Number of apprentice graduates that are DC residents and women	0	3	0
Number of apprentice graduates that are DC residents and minority	2	18	2
Number of apprentice graduates employed within three months of completing the program	n/a	n/a	n/a
Number of Step-Up Apprenticeship programs	9	9	9
Number of apprentices in Step-Up Apprenticeship programs	184	190	196
Complaints			
Number of complaints received	10	8	1
Number of complaints resolved informally	10	8	1
Number of unresolved complaints reported to the Apprenticeship Council	0	0	0
Number of unresolved complaints reported to the Apprenticeship Council within 60 days	0	0	0
Number of complaint hearings held	0	0	0
Number of complaint decisions made by the Apprenticeship Council	0	0	0
Number of complaint decisions made by the Apprenticeship Council within 10 days	0	0	0

DCNetworks Program Screenshots

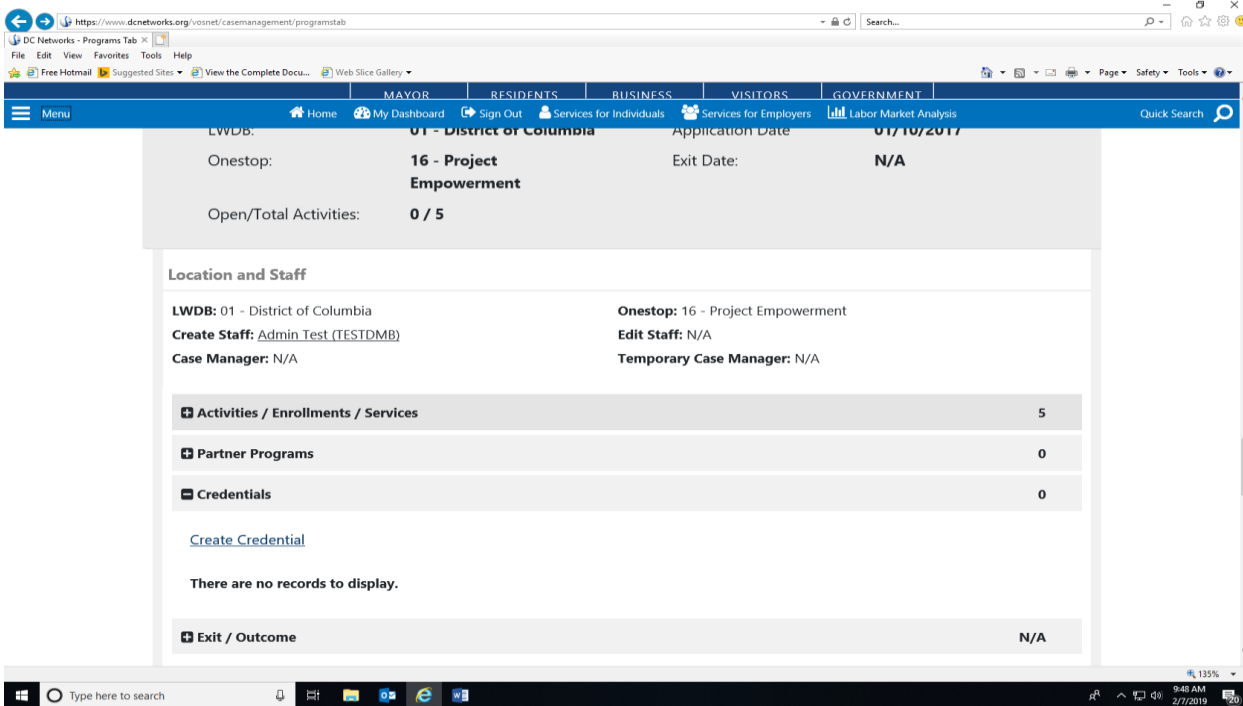
When customers are enrolled in programs, a program application is completed to document the enrollment. The application is 4 pages and captures customer information.



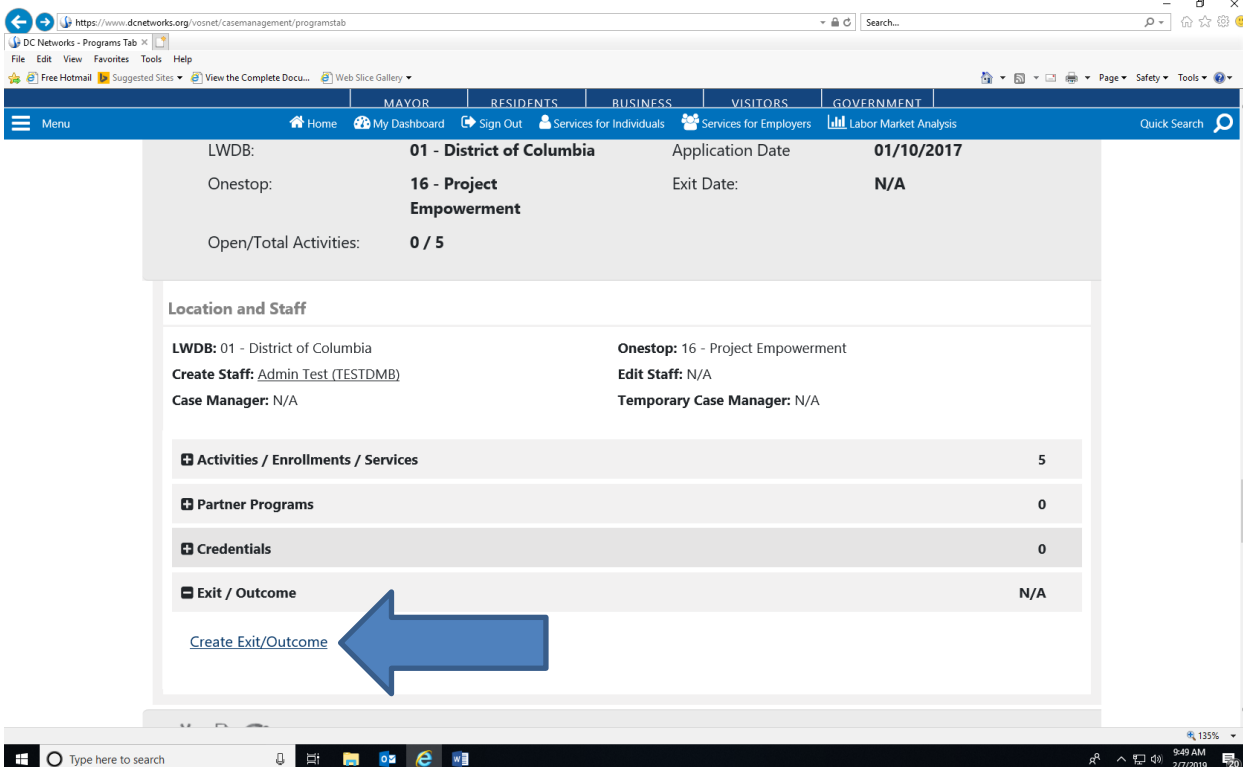
When services are provided, they are recorded under the Activities/Enrollments/Services section of the Program Profile. The service, start date, end date, and completion status are recorded here.



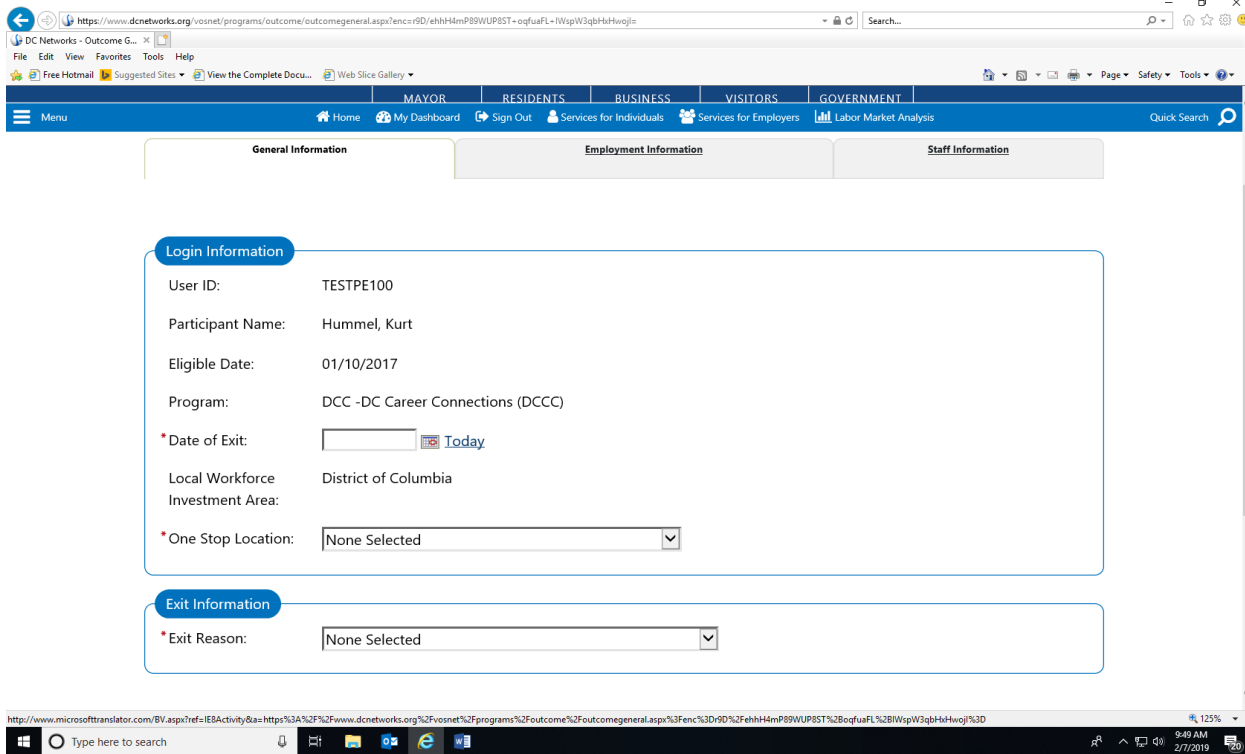
The credential section of the Program Profile allows staff to enter credentials that the customer obtained while participating in the program.



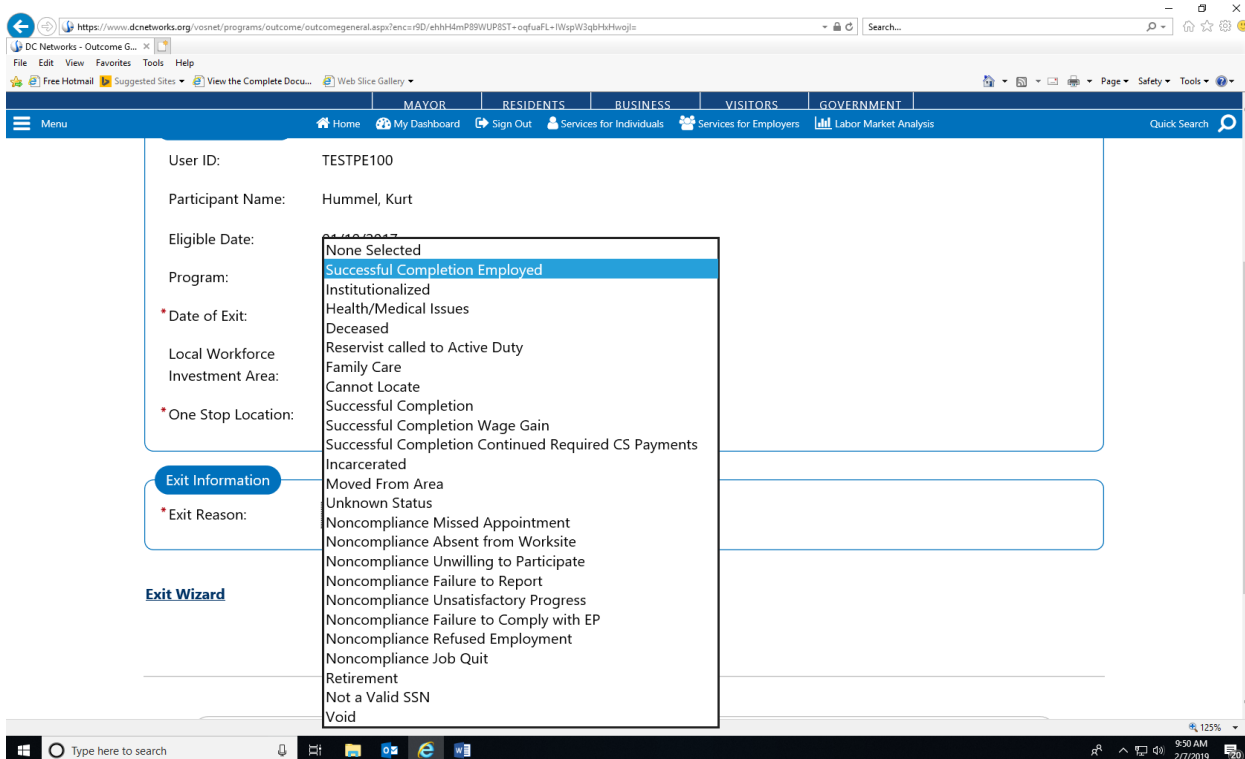
The screenshot below shows where staff would click to exit a customer from a program.



Below is the first tab of the exit form. Exit Date and Exit Reason are captured here.



Below are the different Exit Reasons:



The second tab of the exit form is where the employment information is recorded. Staff click on the link that reads “Add Employer”

Step 2 of 3. Enter your information below. When you are finished click the **Next >>** button.

District of Columbia

General Information | **Employment Information** | Staff Information

Placement Information

No employers available.

[Add Employer]

Exit Wizard

<< Back | Next >>

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Below is where staff enter the employer information for the job the customer obtained.

Add/Edit Employer

Employer Information

[Search Individual Employment History](#) | [Select from Internal Job Order/Placement](#)

Employer Name:

Verify Employer Name: [[Verify](#) | [Scan](#) | [Upload](#) | [Link](#)]

Employer FEIN:

Address Line 1:

Address Line 2:

City:

State/Province: None Selected

County/Parish:

Zipcode:

Find Zip Code: [[USPS](#)]

Country: None Selected

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More employer information and job information that is entered by staff

The screenshot shows a Microsoft Word document with a web browser window embedded in the center. The browser window displays a form titled "DC Networks - Add/Edit Employer - Internet Explorer". The form contains the following fields and options:

- Industry Code (NAICS):** [Search for NAICS Code](#)
- Industry NAICS Code:**
- Industry NAICS Description:**
- * Primary Employer Contact Name:** [Text Input]
- * Primary Employer Contact Phone Number:** [Text Input] - [Text Input] - [Text Input] Ext [Text Input]
- Primary Employer Contact Email:** [Text Input]
- Is this employer a federal contractor?** Yes No
- Job Information**
- * Job Title:** [Text Input]
- * Occupation:** [Text Input] [Select Occupation](#)
- * Is this a green job?** Yes No
- * Hours Worked per Week:** [Text Input]

The Word document's status bar at the bottom indicates "Page 5 of 5" and "0 words". The system tray shows the time as 9:51 AM on 2/7/2019.

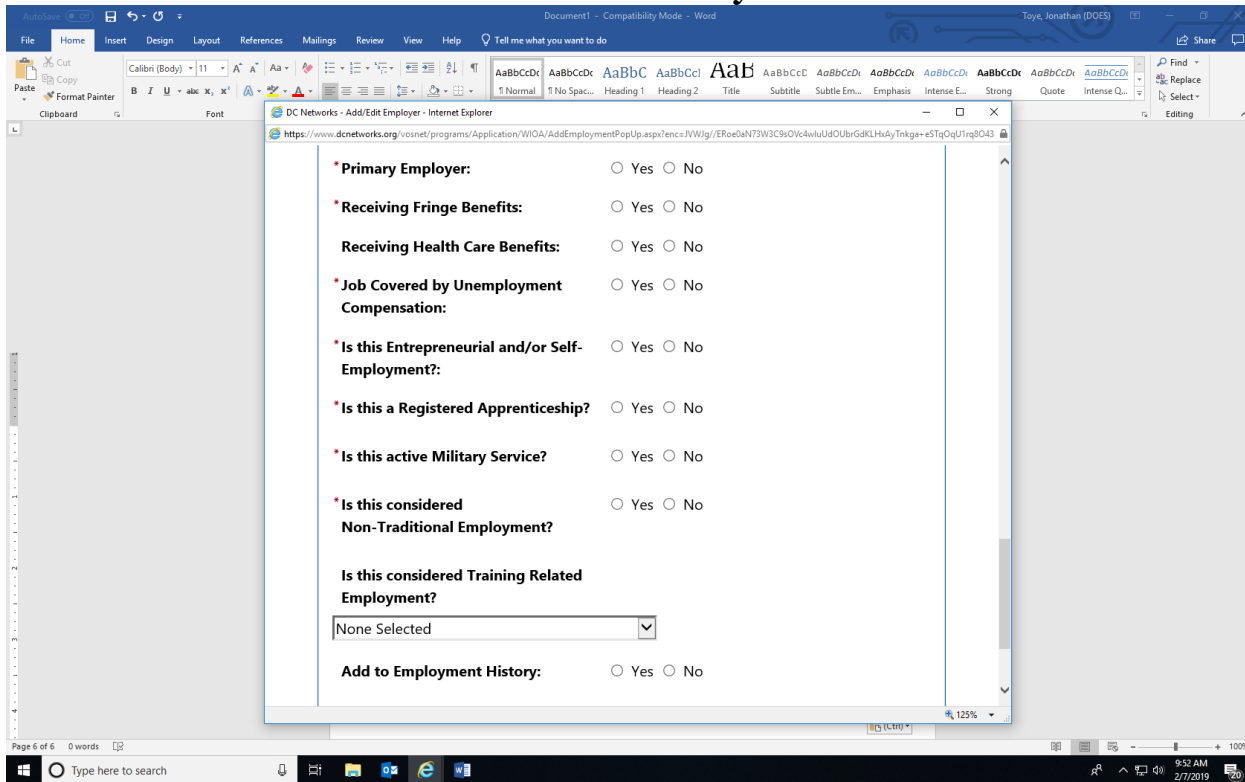
Additional Job information that is entered by staff.

The screenshot shows a Microsoft Word document with a web browser window embedded in the center. The browser window displays a form titled "DC Networks - Add/Edit Employer - Internet Explorer". The form contains the following fields and options:

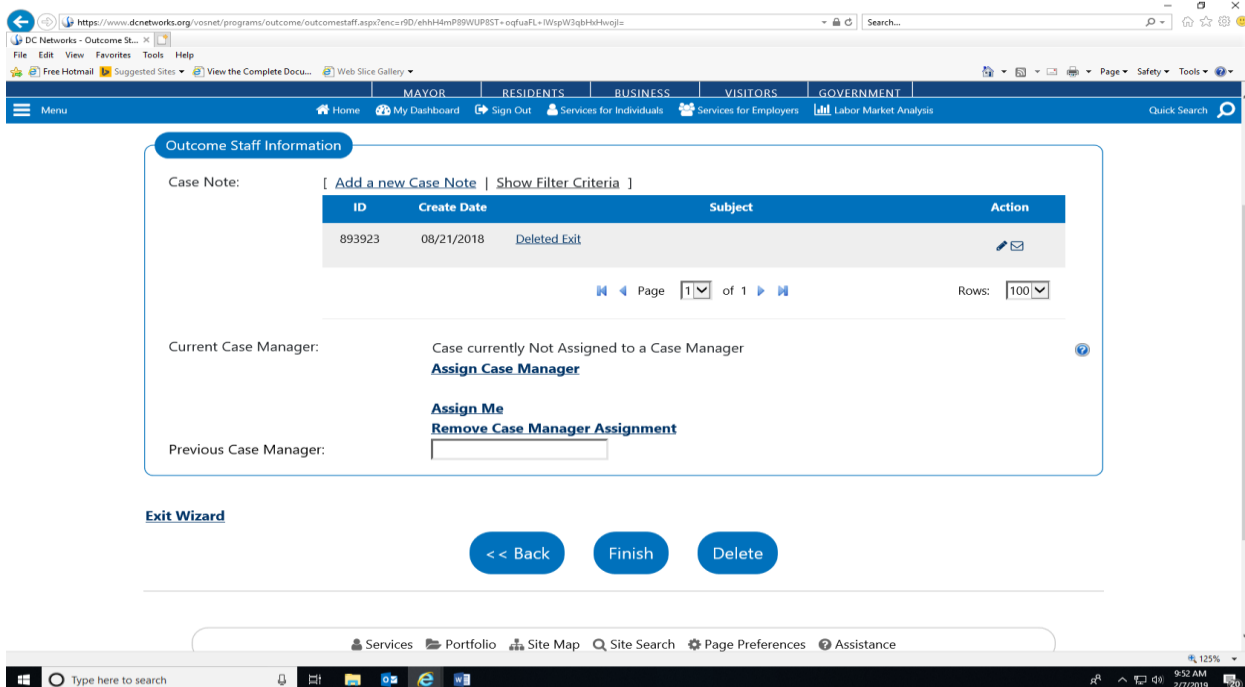
- * Job Start Date:** [Text Input]
- * Job End Date:** [Text Input] Currently Employed
- * Reason for Leaving:** [Dropdown Menu] (None Selected)
- Additional Information on reason for leaving:**
- Some HTML tags such as embedded videos are not allowed in this text box and will not be saved.**
- [Text Input Area]
- [Spell Check](#) | [Clear Text](#)
- Job Duties (2500 characters max):**
- Some HTML tags such as embedded videos are not allowed in this text box and will not be saved.**
- [Text Input Area]

The Word document's status bar at the bottom indicates "Page 5 of 5" and "0 words". The system tray shows the time as 9:52 AM on 2/7/2019.

Additional Job information that is entered by staff.



The last page of the Exit Tab allows staff to enter a case note to detail the reason the customer was exited from the program. Staff then click Finish and the exit is complete.



GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
INTERIM DIRECTOR

Grant Shmelzer
Executive Director
Independent Electrical Contractors
8751 Freestate Drive, Suite 250
Laurel, Maryland 20723

August 27, 2018

Dear : Mr. Shmelzer:

This letter is a follow-up to the Apprenticeship Quality Assurance Review that was conducted on the contractor, Power Design, Incorporated on Wednesday August 15, 2018. The purpose for the Quality Assessment Review is to ensure compliance of your apprenticeship program in three major areas: On the Job Learning, Related Instruction, and overall Program Operation that conform to federal and local apprenticeship regulations, and implementation of your apprenticeship standards. The followings are the results of our findings.

On the Job Training

- Acceptable
- No Jobsite Safety Training
- No Jobsite Evaluation
- Not rotating apprentice task according to work process
- Ratio not maintained

Related Instruction

- Acceptable
- None Provided
- Does not meet 144 hours minimum
- No Curriculum
- Not performed regularly
- Not consistent with curriculum

Program Operation

- Acceptable
- Lack of Apprentices
- Does not notify Apprenticeship Office
- High cancellation rate
- No complaint procedure
- Missing information from apprentice files
- Pay rate not consistent with Standards
- DC Residents: Eleven(11) DC residents registered out of eighteen (18).

Comments-

Based on my findings, the below listed information is what was found:

Graduated

██████████ - has graduated and no longer an apprentice- currently a journey worker

Terminated

██████████ - had been terminated (our office did not receive notification of termination, reason and effective date as required)

██████████ - had been terminated (our office did not receive notification of termination, reason and effective date)

Transferred

██████████, ██████████, ██████████ and ██████████ - resigned from Power Design and are now employed with Helix Electric as an apprentice under IEC. However, our office was not notified of this action as required. Further, the apprentices' apprenticeship agreements under Power Design need to be terminated and new agreements under Helix need to be submitted to our office with explanation and date actions.

Active

██████████ - currently a third year apprentice performing well both in school and on the job receiving 70% of journey workers hourly wage rate.

██████████ - currently a third year apprentice performing well both in school and on the job receiving 70% of journey workers hourly wage rate.

██████████ - currently a fourth year apprentice performing well both in school and on the job receiving 80% of journey workers hourly wage rate.

██████████ - currently a second year apprentice performing well both in school and on the job receiving 60% of journey workers hourly wage rate.

██████████ - currently a second year apprentice performing well both in school and on the job receiving 60% of journey workers hourly wage rate.

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██████████ - currently a fourth year apprentice performing well both in school and on the job receiving 80% of journey workers hourly wage rate.

██████████ - currently a first year apprentice who failed his first year and needs to be extended. Notification of this action needs to be submitted to our office for the record with the new extended date.

██████████ - currently a third year apprentice performing well both in school and on the job receiving 70% of journey workers hourly wage rate.

██████████ - currently a third year apprentice performing well both in school and on the job receiving 70% of journey workers hourly wage rate.

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██████████ - currently a second year apprentice performing well both in school and on the job receiving 60% of journey workers hourly wage rate.

██████████ - currently a second year apprentice performing well both in school and on the job receiving 60% of journey workers hourly wage rate.

Summary:

Based on the review of your apprenticeship program, and in particular, Power Design, Inc., your program is progressing acceptably. However, we are extending the provisional registration of Power Design, Incorporated apprenticeship registration for an additional 12 months.

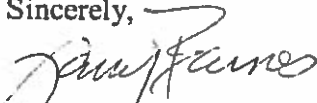
Currently, our records show that Power Design, Incorporated has eighteen (18) active apprentices, in which eleven (11) are DC residents; four (4) apprentices have transferred to Helix Electric; two (2) apprentices were terminated and one (1) apprentice graduated. All eighteen (18) apprentices have been attending their related instruction at the Independent Electrical Contractors (IEC) facility in Laurel, Maryland as required.

Recommendations

It is imperative that the Independent Electrical Contractors (IEC) notify the D.C. Office of Apprenticeship of all apprentice actions in a timely manner. This includes all transfers, termination, completions, etc. I am requesting notification of the above actions taken on the apprentices identified to our office by September 07, 2018.

If you have any questions regarding this Apprenticeship Quality Assurance Review, please feel free to contact me.

Sincerely,



Larry Barnes

Apprenticeship Training Representative

Construction Manager- Clark Construction

Date- August 23, 2018

Monitored by- Larry Barnes

The D.C. Office of Apprenticeship staff visited the Parcel O project located at 1346 4th Street, S.E. on August 23, 2018. Initially, there were forty-nine (49) contractors performing work and eighteen (18) contractors that fall under DC Law 2-156. During my visit today, there were eight (8) contractors performing work that I monitored. These are the subcontractors that are responsible for having a registered apprenticeship program and maintaining compliance under the Rules and Regulations of the D C Apprenticeship Council. Below listed are the findings of today.

**1. United Masonry
JW-3**

**Trade- Bricklayer-
Apprentices-1 (DC)**

Comments- United Masonry has a registered apprenticeship program with the DC Apprenticeship Council. The apprenticeship ratio is correct of three (3) journey workers to one (1) apprentice. United Masonry is in compliance with **no issues** at this time.

**2. United General
JW-1**

**Trade- Carpentry
Apprentices-0**

Comments- United General has a registered apprenticeship program with the DC Apprenticeship Council. At this time, there is no workforce on site. The company just have a crew delivering materials. There are **no issues** at this time.

**3. Power Design
JW-5**

**Trade- Electrical
Apprentices-3**

Comments- Power Design has a registered apprenticeship program under the Independent Electrical Contractors (IEC). This company has three (3) apprentices that are DC residents and I spoke with them extensively. Two (2) apprentices are in their first year and they both are earning wages of \$17.00 per hour. They have not started school at this time because school will start in September. They both are satisfied with their on-the- job training and look forward to starting school in the fall. The other apprentice is in his third year with an hourly wage of \$20.00 per hour. He explained also that he is satisfied with both related instruction and his on-the-job training. He is scheduled to graduate next year. This company is in compliance with the Rules and Regulations set forth by the D.C. Apprenticeship Council. There are **no issues** at this time.

4. R.V. Carey
JW-3

Trade- Plumbing
Apprentices-1

Comments- R.V. Carey Plumbing & Heating has a registered apprenticeship program with the DC Apprenticeship Council. The apprenticeship ratio is correct of three (3) journey workers to one (1) apprentice. There are no issues with this company at this time.

5. Kensington Glass Arts
JW-3

Trade- Glazier
Apprentices-0

Comments- Kensington Glass Arts is not registered with the DC Apprenticeship Council . I met with officials of the company earlier this month and they have agreed to submit apprenticeship standards to go before the Apprenticeship Council for registration approval in September. There are no issues at this time.

6. Brothers Mechanical
JW- 13

Trade- HVAC
Apprentices-2 (DC)

Comments-Brothers Mechanical has a registered apprenticeship program with the DC Apprenticeship Council. The apprenticeship ratio is incorrect and this deficiency need to be corrected immediately.

7. Baker of DC
JW-1

Trade-Concrete F.B.
Apprentices-0

Comments- Baker of DC has a registered apprenticeship program with the DC Apprenticeship Council. Ninety-nine (99%) of the work has been done. The workforce of this company is not on site at this time. There are no issues at this time.

8. Regional Contracting
JW-5

Trade-Carpentry
Apprentices-2 (DC)

Comments-Regional Contracting has a registered apprenticeship program with the D.C. Apprenticeship Council. The apprenticeship ratio is correct based on the Rules and Regulations set forth by the DC Apprenticeship Council. However, there is an issue because after speaking to the apprentices, I found out that they have not been attending related instruction as a part of their apprenticeship. Contractor need to contact the apprenticeship office immediately.

David Stevenson:

During my visit, I found that for the most part the contractors are in compliance with the Rules and Regulations. There are only two (2) contractors with issues that need to be corrected. With your assistance, I'm finding that based on the reporting and the work the contractors are performing, the issues are minimal on this project. Keep up the good work!

Construction Manager-Clark Construction

Date-June 13, 2018

Monitored by- Larry Barnes

The D.C. Office of Apprenticeship staff visited the Parcel O project located at 1346 4th Street, S.E. on June 13, 2018. I received a phone call from the project manager (David Stevenson), who wanted to meet along with a representative of the Parcel O project, (Andre Banks), who is the Director of Forest City Inclusion.

Today we discussed the overall project and the subcontractors that are performing work on this site. I explained that in monitoring the different contractors, I showed in my reports that some of the contractors are not in compliance because they have not registered with the D.C. Apprenticeship Council based on the dollar amount of their contract. A few of the contractors are not in compliance because of the apprenticeship ratio set forth by the Rules and Regulations set forth by the D.C. Government.

Below listed are the talking points of what was discussed today:

- Commonwealth Walls Systems has a contract amount of \$2,450,000.00 and has not registered with this office. On the previous spreadsheet that was given to me, I did not have a contact person or a telephone number.
- Power Design, Incorporated, W Concrete, and R.V. Carey are all registered with the D.C. Apprenticeship Council and do not have any issues at this time. After monitoring each of the contractors performance on the job, they all are performing well and within the guidelines set forth by the DC Government and are in compliance with the apprenticeship ratio.
- Baker of DC, Brothers Mechanical, and United Masonry are also registered with the DC Apprenticeship Council, however, each one of these contractors have issues with the apprenticeship ratio.
- S.A. Comunale sent a letter showing how they are signatory to the Sprinkler Fitters Union Local No. 669, which means that they follow the guidelines of the union, however, they are still subjected to the apprenticeship Rules and Regulations set for by the D.C. Government.
- United Masonry sent a letter letting us know that they are not in compliance on the job and they are working on fixing it. They have contacted the Associated Builders and Contractors about the related instruction and they are working on a plan to move forward on getting apprentices on site.
- Contact need to be made to the following contractors because of the dollar amount of their contracts:
 - a. Engineered Construction Products
 - b. Ted Turner Company
 - c. CEI Composite Materials

Based on my meeting with both Andre Banks and David Stevenson, it was reported to them that our meeting was centered around the report that I submitted on May 22, 2018 to the project manager. Since then, contractors have been calling me and correcting the deficiencies that were found.

Mr. Banks asked a question about the reporting forms that contractors submit to our office on a monthly basis. He asked whether or not this applies to the old law or the new law. I mentioned that I would get back to him on that.

Overall, the meeting was very informative and we both said a lot and learned a lot. I explained to him how helpful the project manager , (David Stevenson), has been in terms of the contractors coming into compliance and fulfilling their obligations on this project.

Construction Manager- Clark Construction

Date- May 22, 2018

Monitored by- Larry Barnes

The D.C. Office of Apprenticeship staff visited the Parcel O project located at 1346 4th Street, S.E. on May 22, 2018. On the spread sheet that was given when the project first started by the general contractor, there were forty-nine (49) subcontractors listed to perform work, however, there are eighteen (18) contractors listed that apply to DC Law 2-156 . Based on my visit today, there are eight (8) contractors that apply to D.C. Law 2-156. These are contractors that have dollar amounts of \$500,000.00 or more within a cumulative year.

Power Design

JW-5

Trade- Electrical

Apprentices-2 (DC-2)

Comments- Contract amount-\$3,310,615.00. Power Design, Incorporated has a registered apprenticeship program with the D.C. Apprenticeship Council. This company has the appropriate apprenticeship ratio on this project. Therefore, there are no deficiencies or issues found. This company is in compliance with the Rules and Regulations with the D.C. Government Office of Apprenticeship, Information and Training.

Baker of DC

JW-7

Trade-Concrete Form B

Apprentices-0

Comments- Contract amount-\$6,587,500.00. Baker of DC has a registered apprenticeship program with the D.C. Apprenticeship Council. This company is in violation with the Rules and Regulations set forth by the D.C. Apprenticeship Law requiring a 3to 1 apprenticeship ratio. Also, there is a mandatory requirement of 35% of all apprenticeship hours on DC funded projects to be performed by District residents. These are serious issues that need to be addressed and corrected. If not, fines will be imposed.

W Concrete

JW-2

Trade- Reinforced Iron

Apprentices-0

Comments-Contract amount-\$ unknown. W. Concrete has a registered apprenticeship program with the D.C. Apprenticeship Council. This company has the appropriate apprenticeship ratio, therefore, there are no issues or deficiencies with this company at this time. This company is in compliance with

the Rules and Regulations set forth by the D.C. Government Office of Apprenticeship, Information and Training.

**United General Contractors
JW-4**

**Trade-Carpentry
Apprentices-0**

Comments- Contract amount-\$ 793,783.00. United General Contractors has a registered apprenticeship program with the D.C. Apprenticeship Council. This company is in violation of the Apprenticeship Law requiring a 3 to 1 apprenticeship ratio. Also, there is a mandatory requirement of 35% of all apprenticeship hours on DC funded projects to be performed by District residents. There are serious issues that need to be addressed and corrected. If not, fines will be imposed.

**Brothers Mechanical, Incorporated
JW-12**

**Trade- HVAC
Apprentices- 1 (DC-1)**

Comments- Contract amount-\$3,500,000.00. Brothers Mechanical, Incorporated has a registered apprenticeship program with the D.C. Apprenticeship Council. This company is in violation of the Apprenticeship Law requiring a 3 to 1 apprenticeship ratio. Also, there is a mandatory requirement of 35% of all apprenticeship hours on DC funded projects to be performed by District residents. There are serious issues that need to be addressed and corrected. If not, fines will be imposed.

**S.A. Comunale
JW-7**

**Trade- Sprinkler Fitter
Apprentices-1 (DC-0)**

Comments-Contract amount- \$559,000.00. S.A. Comunale is a union contractor that is signatory to the current collective bargaining agreement with the Sprinkler Fitters Union Local No. 669, which is registered with the D.C. Apprenticeship Council. However, this organization is in violation of the Apprenticeship Law requiring a 3 to 1 apprenticeship ratio. Also, there is a mandatory requirement of 35% of all apprenticeship hours on DC funded projects to be performed by District residents. There are serious issues that need to be addressed and corrected. If not, fines will be imposed.

**United Masonry
JW-6**

**Trade- Bricklayer
Apprentices-0**

Comments- Contract amount \$955,000.00. United Masonry has a registered apprenticeship program with the D.C. Apprenticeship Council. This company is in violation of the Apprenticeship Law requiring a 3 to 1 apprenticeship ratio. Also, there is a mandatory requirement of 35% of all apprenticeship hours

on DC funded projects to be performed by District residents. There are serious issues that need to be addressed and corrected. If not, fines will be imposed.

**R.V. Carey's Plumbing & Heating
JW-2**

**Trade- Plumbing
Apprentices-1 (DC-1)**

Comments- Contract amount- \$1,898,680.00. R.V. Carey's Plumbing & Heating has a registered apprenticeship program with the D.C. Apprenticeship Council. This company has the appropriate apprenticeship ratio, therefore, there are no issues or deficiencies at this time. This company is in compliance with the D.C. Government Rules and Regulations.

Comments: David Stevenson, there are issues with many of the subcontractors on the project. I will give the subcontractors a call, however, the Apprenticeship office will look for the general contractor (Clark Construction), to enforce our findings. If deficiencies are not made or ignored, fines should be imposed or payrolls should be suspended until such time the company comes into compliance.

Construction Manager- Clark Construction

Date- Friday January 12, 2018

Monitored by -- Larry Barnes

The D.C. Office of Apprenticeship staff visited the Highline project located at 320 Florida Avenue, N.E. Washington, D.C. 20002. On this project there are twenty (20) contractors listed to perform work , however, on this date there were seven (7) contractors performing work. These are the companies that fall under DC Law 2-156, and are required to comply with the Apprenticeship requirements and First Source Law.

Diverse Masonry

JW-4

Trade- Bricklayer

Apprentices-1

Comments- company has a registered apprenticeship program with the DC Apprenticeship Council. The company is within the guidelines of the 3 to 1 ratio required by the Rules and Regulations set for by the DC Government.. However, there is a requirement of 35% of all apprenticeship hours to be performed by district residents and currently this company does not have an apprentice that is a DC resident. This issue need to be addressed and corrected.

Brothers Mechanical

JW-2

Trade- HVAC

Apprentice-1 (DC)

Comments-company has a registered apprenticeship program with the DC Apprenticeship Council. The company is within the guidelines of the 3 to 1 ratio required by the Rules and Regulations set for by the DC Government. This apprentice is a district resident, however, currently is not in school which is also a requirement set forth by the D.C. Apprenticeship Council. Therefore, company need to address this issue as soon as possible.

Manganaro

JW-2

Trade- Drywall

Apprentices-0

Comments- company has a registered apprenticeship program with the D.C. Apprenticeship Council. The company is within the apprenticeship ratio of 3 to 1 required by the Rules and Regulations set forth by the DC Government. There are no issues at this time.

**Power Design-
JW-5**

**Trade- Electrical
Apprentices-3 (3DC)**

Comments- company has a registered apprenticeship program with the D.C. Apprenticeship Council. The company is within the apprenticeship ratio of 3 to 1 required by the Rules and Regulations set forth by the DC Government. There are no issues at this time.

**Clark Foundation
JW-1**

**Trade-
Apprentice- 0**

Comments- No longer on Site

Josh Loccisano, I'm sorry I didn't get a chance to meet you today. You were in your meeting and I just left my business card. However, I did get a chance to walk the site and made some observations about some of the contractors performing work on site. I hope that both your organization and my office can work together in making sure contractors stay in compliance with all of the regulation going forward. On the spreadsheet you sent me, I did not see SMC, however, I did see a lot of staff for that company. Are they not on the list? After each visit I will send you a report and together Clark Construction and this Apprenticeship office will work together in making sure compliance is the bottom line.

Construction Manager- Clark Construction

Date- Tuesday October 24, 2017

Monitored by- Anthony Featherstone, Todd Valentine, Larry Barnes

The D.C. Office of Apprenticeship staff visited the Parcel O project located at 1346 4th Street, S.E. on Tuesday October 24, 2017. Initially, there were forty-nine (49) subcontractors listed to perform work on this project. However, there are eighteen (18) contractors that fall under DC Law 2-156 and seven (7) are on site today. These contractors will be monitored for maintaining compliance under the Rules and Regulations set forth by the DC Apprenticeship Council.

Anchor Construction
JW-1

Trade- Utility Pipe Layer
Apprentices-0

Comments- company has a registered apprenticeship program with the DC Apprenticeship Council. At this time the company does not have to meet the apprenticeship ratio requirement of 3-1 because of one journey worker on site. However, company will have more staff in another month. There are no issues at this time.

Baker of DC
JW-27

Trade- Concrete Form B
Apprentices-6 (6 DC)

Comments- company has a registered apprenticeship program with the DC Apprenticeship Council. The apprenticeship ratio of 3-1 is being met and after speaking with some of their apprentices, they appear to like what they do. They enjoy using their tools and working with their hands. After a further discussion, it was brought to our attention that only two (2) apprentices are in school at this time. I will contact the company to further investigate this situation.

W Concrete-
JW- 10

Trade- Reinforced Iron
Apprentices-2 (2DC)

Comments- Company has a registered apprenticeship program with the DC Apprenticeship Council. Since the last monitoring visit when the company had no apprentices, the company has hired two (2) apprentices. The company then requested having a recruitment drive in our office to bring on additional DC residents as apprentices. Currently, there are no issues with W. Concrete at this time.

Speedy Gonzalez Plumbing
JW-5

Trade- Plumbing
Apprentices-0

Comments- Currently, the contract amount for this company has not been identified. This information will be ascertained from the General Contractor (Clark Construction). However, if the dollar amount is \$500,000.00 or better, the apprenticeship office will be contacting Speedy Gonzalez Plumbing for an initial meeting in order to come into compliance with DC Law 2-156.

Power Design, Incorporated
JW-3

Trade- Electrical
Apprentices-2 (DC-2)

Comments- Company has a registered apprenticeship program with the DC Apprenticeship Council. Company will be adding more journey workers and more apprentices to this job in the near future. There are no issues with this company at this time.

R.V. Carey
JW-5

Trade- Plumbing
Apprentices-2 (DC-2)

Comments- Company has a registered apprenticeship program with the DC Apprenticeship Council. Company is compliant with the apprenticeship ratio of 3-1. There are no issues with this company at this time.

Gordon Contractors
JW-3

Trade- Waterproofing
Apprentices-0

Comments- Company has a registered apprenticeship program with the DC Apprenticeship Council. Company has three (3) journey workers and no apprentices. Based on the Rules and Regulation of the Apprenticeship Ratio of 3-1, this company is not in compliance and subject to fines

Concerns:

Christine Walls, thank-you for all of your assistance in assisting the DC Apprenticeship Council with information that is needed in monitoring the Parcel O project. Based on the information gathered, Gordon Contractors is not in compliance with the Apprenticeship Ratio. Also, I will need the contact information on Speedy Gonzalez Plumbing to determine whether or not they need to comply with DC Law 2-156. I look forward to your response.

Construction Manager- Walsh Construction

Date- March 7, 2017

Reviewed by – Larry Barnes

The D.C. Office of Apprenticeship staff visited the Adams Morgan Hotel project on March 7, 2017. On this contract there are twenty-eight (28) subcontractors performing work and thirteen (13) contractors fall under DC Law 2-156, which will be monitored for compliance under the Rules & Regulations set forth by the D.C. Apprenticeship Council.

1. **Belfast Valley**
JW-4

Trade-Carpentry
Apprentices-0

Comments- Company is not in compliance based on the apprenticeship ratio. Apprenticeship Training Representative will be notified as well as the general contractor of company's deficiency and asked to make the necessary correction.

2. **DC Electric**
JW-2

Trade-Electrical
Apprentices-0

Comments- Company is currently in compliance with the Rules & Regulations of the Apprenticeship office, therefore, there are no deficiencies found at this time.

3. **Power Design**
JW-10

Trade- Electrical
Apprentices-5 (all DC)

Comments- Company is currently not in compliance because the ratio is incorrect, therefore, company will be notified of this deficiency to be corrected.

4. **Chiarmonte**
JW-3

Trade-Carpentry
Apprentices-1 (DC)

Comments- Company is currently in compliance with the Rules & Regulations of the Apprenticeship office, therefore, there are no deficiencies found at this time.

5. **ISEC Corporation**
JW-8

Trade- Carpentry
Apprentices-2 (all DC)

Comments- Company is currently in compliance with the Rules & Regulations of the DC Apprenticeship office, therefore, there are no deficiencies found at this time.

6. Carpet "N Things
JW-7

Trade- Floor Layer
Apprentices-0

Comments- Company is currently not in compliance because the ratio is incorrect, therefore, company will be notified of this deficiency to be corrected.

7. Calvert Masonry
JW-2

Trade- Bricklaying
Apprentices-0

Comments- Company is in compliance with the Rules & Regulations of the Apprenticeship office, therefore, there are no deficiencies found at this time.

8. TeamCraft Roofing
JW-5

Trade- Roofing
Apprentices-0

Comments- Company is currently not in compliance because the ratio is incorrect, therefore, company will be notified of this deficiency to be corrected.

Concerns:

There is a serious problem with the contractor Mid- Atlantic Air. Mid-Atlantic Air voluntarily withdrew their Apprenticeship program with the DC Apprenticeship office because they said they are not performing any work on DC Assisted projects at this time. As I monitored the site on March 7, 2017, I spoke to employees of Mid-Atlantic that were performing work. There were four (4) HVAC mechanics and two (2) plumbers that are currently on site. If this is true, Mid-Atlantic Air is not in compliance with DC Law 2-156 for working on a DC funded project and not having a registered apprenticeship program.

Concerns:

There are two (2) contractors performing work on the project I need information on. One is IPS (BAPS) and Cida Prep (millwork). Would you please send me a contact person and number.

Denise Crews:

Adams Morgan Hotel

Number of Subcontractors-28

Number of Subs that have registered Apprenticeship programs-8

**Belfast Valley Goldin & Stafford Berkel & Company Kone Elevator
Calvert Masonry Advanced Windows Mid-Atlantic Air
Chiaromonte**

Number of Subs that have pending registrations-2

Capitol Sprinkler Custom Ornamental Iron

Number of Apprentices Employed performing work-5

Number of Apprentices that are DC residents-3

Berkel & Company- Union contractor- 2 apprentices (1 is a DC resident)

Calvert Masonry-non-union- 3 apprentices – (2 are DC residents)

Teamcraft Roofing- non-union (will be attending Apprenticeship Council meeting in August)

Power Design- non-union (went to the last Council meeting and was not approved because of pending cases in court)

Names of Contractors on Adams Morgan Hotel project

Goldin & Stafford

Kone Elevator-

Advanced Window

Mid-Atlantic Air-



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APPRENTICESHIP STANDARDS

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APPRENTICESHIP PROGRAM FOR THE INFORMATION TECHNOLOGY OCCUPATION OF CLOUD TECHNOLOGY ENGINEERING

APPROVED AND REGISTERED WITH THE D.C. APPRENTICESHIP REGISTRATION AGENCY

Date: October 6, 2016

Registration Number:



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1. PURPOSE & THE IMPERATIVE FOR TRAINING DC'S BRIGHTEST FOR HIGH TECHNOLOGY JOBS

Simple Technology Solutions, Inc. has encountered first-hand the dearth of trained, competent, individuals who are fully prepared to meet the demands of our industry and customer-based.

We provide Cloud-based engineering solutions to the federal government and commercial entities. The demands from our customers are for lower cost, yet highly skilled, practitioners of our trade. Thus, our business model is quite simple—where we cannot find and retain these practitioners, we will “grow” them ourselves. Further, for more than a year, we have run a similar preparatory training and internship program around cyber-technologies and now cloud, we have learned that the District has a wealth of untapped talent but that talent needs to be mined and trained. We view the Apprenticeship system as simply an extension of a program that we already have invested our personal resources to find and train the District’s best and brightest. Our in-house preparatory training/internship program fully prepares individuals with the necessary credentials to take the first step towards becoming a highly skilled IT technician through a bona-fide apprenticeship training system. Individuals go through a one (1) year learning track that will prepare them for the required certification exams to qualify for apprenticeship training. Further, our investment includes paying our interns to perform 40 hours per month of IT work, which is part of their hands-on training.

Under our apprenticeship program, the purpose is to provide apprentices with systematic on-the-job work experience in all divisions and subdivisions of the apprenticeable occupation (s) under the direction of capable and experienced technical mentors. This training shall also include classroom based, or supplemental training, that the sponsor recommends and is approved by the D.C. Apprenticeship Council.

Simple Technology Solutions, Inc. will train those persons qualified for apprenticeship in the skills and profession of Cloud Technology Engineer. In the enclosed standards, we have identified the policies and procedures for the selection, registration and training of apprentices. We have also included the duties and rights of the apprentice as well as the sponsor throughout the duration of the program.



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2. EQUAL EMPLOYMENT OPPORTUNITY PLEDGE

The recruitment, selection, employment and training of apprentices during their apprenticeship, shall be without discrimination because of age, race, color, religion, national origin or sex. Simple Technology Solutions, Inc. will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30 and equal employment opportunity regulations of the District of Columbia State Plan.

3. AFFIRMATIVE ACTION PLAN

Simple Technology Solutions, Inc. shall provide for outreach and positive recruitment of minorities and females in the participation of our apprenticeship program. When the number of apprentices employed reaches five (5), the company will develop and submit an Affirmative Action Plan as outlined in the D.C. State Plan for Equal Employment Opportunity in Apprenticeship (Section II and III).

4. ELIGIBILITY REQUIREMENTS

Applicants applying for apprenticeship training in the occupation of Cloud Technology Engineering must be eighteen (18) years of age, high school graduate or have GED, and possess the ability to perform the duties of the occupation.

Profiles of "Ideal" applicants have some/most of the following traits:

- Willingness to pursue post high school education in relevant technical area and/or college
- military experience
- meaningful experience working in an "applied" IT role such as:
 - Service Desk Technician
 - System Administrator
 - Business Analyst
 - Web Developer
 - etc.
- career-changer w/ technical aptitude & commitment to becoming a Cloud Technology Engineer
- demonstrated "grit" & determination in a personal or professional context



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- Other: must have successfully completed our in-house preparatory internship program, or an equivalent education and training as recognized by Simple Technology Solutions.

5. SELECTION PROCEDURES

All information regarding apprenticeship openings will be furnished to the D.C. Apprenticeship, Information and Training Office, local schools, American Job Centers, community based and women’s organizations.

All applicants applying for apprenticeship training will be interviewed by the company designee. The interview shall cover such factors as previous work experience and related training, reason for interest in the occupation, attitude toward apprenticeship training, evidence of grit/determination and education background.

Qualified applicants who meet the above minimum qualifications will be rated numerically, on the basis of the following factors:

RATING SYSTEM	MAXIMUM POINTS ALLOWED
Rating Factor	Maximum Points
References	10
Story of Grit, Determination, Self-motivation	15
General work experience and/or training	20
Technical aptitude/experience	25
Overall Interview & Presentation	15
Military Service	10
Volunteer Experience	5
Qualifying score: 70	Total score: 100

Selection of qualified applicants shall be in descending order of points acquired through the above rating system.



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6. TERM OF APPRENTICESHIP

The term of apprenticeship for the Cloud Technology Engineer occupation is 2 years which includes a minimum of 2,000 hours of on-the-job training per year. The hours for on-the-job training for the occupation are based on achieving certain competencies such as industry certifications & completed projects. Further detail about the curriculum and hands-on experiences are identified in the work process attached.

7. NUMERICAL RATIO

No more apprentices will be employed than can be properly trained and afforded reasonable opportunity for completion of their apprenticeship and future employment in their occupation. To ensure proper training and management, the number of apprentices shall not exceed one (1) apprentice to one (1) technical mentor.

Another feature of our apprenticeship model is that there is a "cohort model" where the apprentices are expected to work as a team. We have designed the program so that there is strong intra-team collaboration and learning under the guidance of the technical mentor.

8. RELATED INSTRUCTION

To assure all around mastery of the occupation, apprentices shall be required to:

1. attend related classroom instruction
2. take computer-based instructional courses
3. view video-based technical instruction
4. perform internet-based research

in the technical and theoretical subjects related to the occupation for a minimum of (300) hours per year.

The provider for apprenticeship related instruction shall be in-house (and the University of District of Columbia). Simple Technology Solutions, Inc. shall be responsible for all tuition cost, including books and materials for their apprentices' related instruction.



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9. SAFETY INSTRUCTION

The Sponsor shall, at all times, ensure safe working conditions and facilities for our apprentices and adequate supervision to promote safe working habits and safety training for apprentices, both on-the-job and in related training.

10. SUPERVISION OF APPRENTICES

Simple Technology Solutions, Inc. shall assign a supervisor of apprentices whose qualifications include the technical expertise of the program. He/she will be responsible for the supervision of all apprentices. The supervisor of apprentices also:

- a. Shall be responsible for the placement of the apprentices under the immediate supervision and instruction of qualified technical mentor(s);
- b. Shall keep all records on apprentices, including related instruction, and ensure that each individual is advanced and rotated through the basic work process of the occupation.

11. REGISTRATION OF APPRENTICES

Simple Technology Solutions, Inc. shall prepare an Apprenticeship Registration Agreement as required and provided by the D.C. Registration Agency. The Apprenticeship Agreement shall contain a clause making these standards part of the Agreement.

- A. All Agreements shall be signed by Simple Technology Solutions, Inc. and the apprentice and forwarded to the D.C. Apprenticeship Registration Agency for registration within forty-five (45) days of consummation.
- B. Simple Technology Solutions, Inc., the apprentice and other party concern will receive a copy of the Registration Agreement for their records.
- C. In the event that Simple Technology Solutions, Inc. is unable to fulfill its obligations under the Apprenticeship Agreement, the apprentice may be transferred to another apprenticeship sponsor with the consent of all parties to



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the Agreement. The apprentice shall receive credit from the new sponsor for training already satisfactorily completed.

- D. Simple Technology Solutions, Inc. shall notify the D.C. Registration Agency in writing within forty-five (45) days of any transfers, modification, cancellation, suspension, or termination of the agreement, with cause for same and of completion of the apprenticeship.

No person shall be considered a bona-fide apprentice until he/she is registered with the D.C. Apprenticeship Registration Agency.

12. PROBATIONARY PERIOD

Apprentices employed under these apprenticeship standards shall be subject to a probationary period of six (6) months of reasonably continuous employment. During the probationary period, either the apprentice or the sponsor may terminate the Apprenticeship Agreement without cause. Full credit toward the apprenticeship term shall be given to those apprentices, who successfully complete the probationary period.

13. PERIODIC EVALUATION

The progress of each apprentice's on-the-job performance and related classroom instruction shall be subject to periodic review prior to the expiration of each wage period. Should a review reveal a lack of interest or ability on the part of the apprentice to complete the program, the apprentice may not be advanced.

The apprentice will be informed of any deficiency and placed on probation for a sufficient period to determine improvement or failure. If the apprentice does not demonstrate acceptable improvement after the probationary period, the Apprenticeship Agreement may be suspended or revoked. Simple Technology Solutions, Inc. will notify the apprentice and the Registration Agency of final action(s) taken.

14. CERTIFICATE OF COMPLETION

Upon apprentices' satisfactory completion of the requirements of apprenticeship training as established herein, Simple Technology Solutions, Inc. shall certify the names



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of each graduating apprentice to the D.C. Apprenticeship Registration Agency and recommend that a Certificate of Completion be awarded.

15. GRANTING OF ADVANCE CREDIT

Simple Technology Solutions, Inc. shall provide advance credit or standing of up to one-fourth (1/4) the apprenticeship term to all applicants equally, for demonstrated competency, acquired experience, training or skills with commensurate wages paid according to the advanced standing granted that is related to the Cloud Technology Engineer profession. However, granting apprentices credit in excess of ¼ the apprenticeship term, must receive prior approval of the Director.

16. TRANSFER OF APPRENTICES

Simple Technology Solutions, Inc. shall allow for transfer of apprentices between apprenticeship programs and within an apprenticeship program and must be based on agreement between the apprentice and the affected apprenticeship program sponsor. Apprentice transfers must occur without adverse impact on the apprentice, the apprenticeship sponsor, and comply with the requirements of section 1104.18 of the D.C. Apprenticeship Registration Agency Rules and Regulations.

17. MAINTENANCE OF RECORDS

Simple Technology Solutions, Inc. will keep all adequate records of their apprenticeship program. These records will include, but not limited to the following: original applications of applicants applying for our apprenticeship program, selection and rejection of applicants, promotion, termination, layoffs, rates of pay, evaluation of apprentices' work and training performance and any other records pertinent to a determination of compliance with these standards, as may be required by the Registration Agency. These records will be maintained for a period of five (5) years as required at the headquarters of Simple Technology Solutions, Inc., located at 1775 I Street, NW Washington, DC]



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18. COMPLAINT PROCEDURES

Either the Apprenticeship Sponsor or the Apprentice may consult with the representative of the D.C. Registration Agency on any differences of opinion that may arise in the interpretation of any provision of these standards.

Any controversy or difference arising under an Apprenticeship Agreement, which cannot be resolved locally, may be submitted by the apprentice or the apprentice's authorized representative to the D.C. Registration Agency for review.

The complaint must be in writing and signed by the complainant, or authorized representative and submitted within sixty (60) days of final local decision. In the event of a hearing, all procedures shall be in accordance to the D.C. Apprenticeship Registration Agency Rules and Regulations, sections 1110 thru 1110.8.

19. APPRENTICE WAGES

A progressive schedule of increment wage increases will be paid to apprentices upon satisfactory progress in the program. The Apprentice wages will be based on a percentage of the technical mentor's hourly wage rate. At no time will the apprentice be paid less than D.C. minimum wage rate. Where applicable on District government assisted projects, entry wage rates for apprentices shall not be less than DC Living Wage. The current Cloud Technology Engineer technical mentor hourly rate is \$30.00 per hour.

1 st 6 months ... 40%	3 rd 6 months ... 50%
2 nd 6 months ... 45%	4 th 6 months ... 70%

However, we expect that based on demonstrable progress and the complexity of projects that an apprentice is working on, apprentice will be eligible for raises commensurate to the reasonable market value for their performance on the job.

We also anticipate opportunities to place Apprentices of sufficient skill and professionalism on commercial or government contracts. During the time that the Apprentice is working on these opportunities then they will be compensated at a reasonable market rate. However, when the Apprentice is no longer "billable" they will return back to the compensation of an Apprentice.



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20. CANCELLATION OF APPRENTICESHIP AGREEMENT

After the probationary period, the apprenticeship agreement may be canceled at the request of the apprentice, or may be canceled or terminated by Simple Technology Solutions, Inc. for good cause with due notice to the apprentice. Apprentices will be given a reasonable opportunity for corrective action where appropriate.

The apprentice and Registration Agency shall be notified of final action taken.

21. DEREGISTRATION OF PROGRAM

This apprenticeship program may be canceled upon voluntary action of Simple Technology Solutions, Inc. by requesting cancellation of the registration. This program may also be deregistered for reasonable cause by the D.C. Apprenticeship Council, as outlined in the D.C. Apprenticeship Registration Agency Rules and Regulations, sections 1106 thru 1106.11. This program may also be subject to deregistration by the Registration Agency, if certified by the Director, no active on-the-job learning of apprentices has occurred within one (1) year from the date of the last such training.

If, at the request of Simple Technology Solutions, Inc. the program is canceled or the program is deregistered for reasonable cause by the D.C. Apprenticeship Council, Simple Technology Solutions, Inc. shall within fifteen (15) days from the date of acknowledgement of action, notify all apprentices of the deregistration, the effective date and that the apprentices are no longer registered.

22. PROVISIONS FOR MODIFICATION OR AMENDMENTS

Simple Technology Solutions, Inc. may submit any proposed modifications or amendments to these apprenticeship standards to the D.C. Registration Agency for approval. A determination will be made on whether to approve such modifications or changes within 90 days from the date of receipt. If approved, the modification or changes will be recorded and acknowledged within 90 days of the approval as an amendment to the program. Modification or changes to these standards shall not alter conditions of apprenticeship already in effect, without the consent of all parties involved.



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23. NOTIFICATION

Simple Technology Solutions, Inc. shall notify the Registration Agency within two (2) weeks of written notice of any proposed adverse action including detailed specification of the cause with notice indicating the opportunity for corrective action during the two (2) week period.

24. WORK PROCESS

The Cloud Technology Engineer Apprenticeship shall consist of approximately 2,000 hours of on-the-job learning per year, which identifies the essential training skilled tasks of the occupation. The number of hours and skilled tasks for this occupation is identified in the scheduled work process attached.

25. SIGNATURE OF APPROVAL



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These standards of apprenticeship are hereby adopted, and the program will be operated in accordance with the D.C. Rules and Regulations for Apprenticeship and the D.C. State Plan for Equal Employment Opportunity in Apprenticeship and Training.

Signature of Authorized Official

2/8/17

Date

Principal

Title

Program registered as incorporating the basic standards recommended by the D.C. Apprenticeship Council.

Odie Donald II, Acting Director
DC Department of Employment Services

3/21/17

Date

	DevOps	Approximate Hours
	Total Hours	4000
1. Generalist Program Information		140
a. Organization's structure, rules, responsibilities, work ethics, and related policies		
b. Organizations goals, mission and vision		
c. Employee benefits, recognition, awards and employee development programs		
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i. Reviewing the Azure VM that was created and configured by PowerShell DSC and Azure Automation		
j. Showing the solution running in each of the three VMs		
k. Review of the demo architecture		
8. Application Performance Monitoring and Availability Monitoring		340
a. Introduction to Application Performance Monitoring		
b. Introduction to Availability Monitoring		
c. Introducing Application Insights and capabilities		
d. Adding Application Insights code to monitor pages		
e. Adding the Application Insights SDK to your ASP.NET website		
f. Application Insights Custom events		
g. Adding the Application Insights extension to an Azure Web App		
h. Using Server Response Time to identify website slowness investigating in Visual Studio		
i. Availability Monitoring and Web Tests		
j. Custom alerts		
9. Advanced DevOps Practices		500
a. Automated Recovery - roll back		
b. Automated Recovery - roll forward		
c. Automated Environment De-provisioning		
d. Hypothesis Driven Development		
e. Testing in Production		
f. User Telemetry		
g. Fault Injection		
h. Deployment Slots and Testing in Production		

TEP Job Participant Report - 10/1/2017 Through 1/22/2019

Average Subsidized Wage: \$9.50/hr (\$10.00/hr effective December 20, 2018)

Total number of participants in FY18: 885; Total number of participants in FY19: 306 as of Feb 1, 2019)

Host	Worksite	Worksite Address 1	Job Title	Job Participant Start Date	End Date	Number Of Weeks
Brookland Manor	TEP - WorkExperience - Brookland Manor	2413 14th NE	TEP - Maintenance Worker	6/25/2018	12/28/2018	26
Brookland Manor	TEP - WorkExperience - Brookland Manor	2413 14th NE	TEP - Maintenance Worker	6/25/2018	7/11/2018	2
Brookland Manor	TEP - WorkExperience - Brookland Manor	2413 14th NE	TEP - Maintenance Worker	6/28/2017	12/29/2017	26
Brookland Manor	TEP - WorkExperience - Brookland Manor	2413 14th NE	TEP - Maintenance Worker	3/26/2017	10/6/2017	27
1st CDL Training Center of NOVA (TEP)	1st CDL Training Center of NOVA (TEP)	5716 Telegraph Rd.	CDL Certification Class	12/3/2018	6/7/2019	26
1st CDL Training Center of NOVA (TEP)	1st CDL Training Center of NOVA (TEP)	5716 Telegraph Rd.	CDL Certification Class	8/6/2018	9/28/2018	7
1st CDL Training Center of NOVA (TEP)	1st CDL Training Center of NOVA (TEP)	5716 Telegraph Rd.	CDL Certification Class	4/30/2018	7/13/2018	10
1st CDL Training Center of NOVA (TEP)	1st CDL Training Center of NOVA (TEP)	5716 Telegraph Rd.	CDL Certification Class	4/30/2018	6/8/2018	5
1st CDL Training Center of NOVA (TEP)	1st CDL Training Center of NOVA (TEP)	5716 Telegraph Rd.	CDL Certification Class	4/16/2018	7/27/2018	14
400 M Street Apartments (Edgewood Management)	400 M Street Apartments	400 M Street,	Maintenance Worker	12/27/2018	6/28/2019	26
400 M Street Apartments (Edgewood Management)	400 M Street Apartments	400 M Street,	Administrative Assistant	7/31/2018	8/10/2018	1
400 M Street Apartments (Edgewood Management)	400 M Street Apartments	400 M Street,	Administrative Assistant	3/6/2018	4/19/2018	6
A Digital Solutions	TEP - WEX - A Digital Solutions	1503 9th Street	Imaging Specialist	9/25/2018	2/8/2019	19
A New Image By Acia Williams	A New Image By Acia Williams	705 Florida Ave, NW	Administrative Assistant	10/30/2018	12/13/2018	6
Access Housing Inc. DC	TEP - WEX - Access Housing Inc DC	820 Chesapeake St	Receptionist	7/2/2018	9/28/2018	12
Access Housing Inc. DC	TEP - WEX - Access Housing Inc DC	820 Chesapeake St	Receptionist	5/30/2018	1/11/2019	32
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	7/2/2018	11/2/2018	17
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	2/5/2018	2/5/2018	0
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	1/2/2018	1/19/2018	2
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	11/21/2017	3/30/2018	18
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	11/16/2017	5/18/2018	26
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	11/14/2017	12/8/2017	3
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	11/14/2017	11/14/2017	0
Agape Woodland Tiger Childrens Academy	Agape Woodland Tiger Children's Academy	3200 S Street	Teacher Aide	8/21/2017	10/11/2017	7
Alternative Solutions for Youth	Alternative Solutions for Youth	1301 L'Enfant Square,	Case Manager	1/8/2018	8/17/2018	31
Alternative Solutions for Youth	Alternative Solutions for Youth	1301 L'Enfant Square,	Behavior Technician	12/13/2017	4/6/2018	16
American Federation for Government Employees	American Federation for Government Employees	80 F St NW	Help Desk Intern	12/10/2018	6/14/2019	26
American Federation for Government Employees	TEP - WEX - American Federation for Government Employees (IT Dept)	80 F Street	Administrative Intern	9/17/2018	3/15/2019	25
American Federation for Government Employees	TEP - WEX - American Federation for Government Employees (IT Dept)	80 F Street	IT Support Intern	10/16/2017	4/13/2018	25
American Job Center Bertie Backus	TEP - Workexperience - Bertie	5171 South Dakota Ave	TEP - Work Experience-	11/28/2018	3/29/2019	17
American Job Center Bertie Backus	TEP - Workexperience - Bertie	5171 South Dakota Ave	TEP - Work Experience-	1/10/2018	4/2/2018	12
American Job Center Bertie Backus	TEP - Workexperience - Bertie	5171 South Dakota Ave	TEP - Work Experience-	11/27/2017	5/25/2018	25
American Job Center Bertie Backus	TEP - Workexperience - Bertie	5171 South Dakota Ave	TEP - Work Experience-	10/17/2017	2/16/2018	17
American Job Center - NE	DOES AJC - NE	5171 South Dakota Ave, NE	Employment Support Specialist	8/21/2018	11/23/2018	13
American Job Center - NE	DOES AJC - NE	5171 South Dakota Ave, NE	Employment Support Specialist	7/30/2018	7/31/2018	0
American Job Center NW	DOES AJC - NW	2000 14th Street, NW	Clerk	4/2/2018	5/22/2018	7

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American Job Center NW	DOES AJC - NW	2000 14th Street, NW	Clerk	8/23/2017	12/21/2017	17
Amerihealth Caritas DC (TEP)	TEP - WEX - Amerihealth Caritas DC	1120 Vermont Ave	administrative assistant	2/27/2018	4/6/2018	5
Amerihealth Caritas DC (TEP)	TEP - WEX - Amerihealth Caritas DC	1120 Vermont Ave	administrative assistant	2/27/2018	4/6/2018	5
Amerihealth Caritas DC (TEP)	TEP - WEX - Amerihealth Caritas DC	1120 Vermont Ave	administrative assistant	9/25/2017	11/10/2017	6
Amerihealth Caritas DC (TEP)	TEP - WEX - Amerihealth Caritas DC	1120 Vermont Ave	administrative assistant	9/25/2017	11/10/2017	6
Anacostia Manufacturing & Development, LLC	Anacostia Manufacturing & Development, LLC	3705 Benning Road, NE	Electrical Pre-apprenticeship Trainee	11/5/2018	5/3/2019	25
Anacostia Manufacturing & Development, LLC	Anacostia Manufacturing & Development, LLC	3705 Benning Road, NE	Electrical Pre-apprenticeship Trainee	11/5/2018	5/3/2019	25
Anchor Mental Health of Catholic Charities	Catholic Charities - Anchor Mental Health	1001 Lawrence Street, NE	TEP - Work Experience	10/1/2018	12/20/2018	11
Anchor Mental Health of Catholic Charities	Catholic Charities - Anchor Mental Health	1001 Lawrence Street, NE	TEP - Work Experience	9/12/2017	3/30/2018	28
AP Fire Protection 1 LLC	AP Fire Protection 1 LLC	3850 South Capital St.	Fire Safety Inspector (Trainee)	2/26/2018	8/24/2018	25
AP Fire Protection 1 LLC	AP Fire Protection 1 LLC	3850 South Capital St.	Fire Safety Inspector (Trainee)	2/26/2018	8/24/2018	25
AP Fire Protection 1 LLC	AP Fire Protection 1 LLC	3850 South Capital St.	Fire Safety Inspector (Trainee)	2/26/2018	8/24/2018	25
AP Fire Protection 1 LLC	AP Fire Protection 1 LLC	3850 South Capital St.	Fire Safety Inspector (Trainee)	2/26/2018	6/4/2018	14
AP Fire Protection 1 LLC	AP Fire Protection 1 LLC	3850 South Capital St.	Fire Safety Inspector (Trainee)	2/26/2018	5/18/2018	11
Arbor View Apartments	Arbor View Apartments	1212 Southern Ave,	Maintenance	9/13/2018	10/16/2018	5
Arbor View Apartments	Arbor View Apartments	1212 Southern Ave,	Maintenance	8/7/2018	2/8/2019	26
Arbor View Apartments	Arbor View Apartments	1212 Southern Ave,	Maintenance	8/7/2018	10/16/2018	10
Arbor View Apartments	Arbor View Apartments	1212 Southern Ave,	Porter	7/11/2018	9/21/2018	10
ARS Construction	ARS Construction	2705 Bladensburg Road, NE	Administrative Assistant	10/30/2017	1/26/2018	12
ARS Construction	ARS Construction	2705 Bladensburg Road, NE	Administrative Assistant	10/2/2017	12/15/2017	10
ARS Construction	ARS Construction	2705 Bladensburg Road, NE	Administrative Assistant	5/10/2017	10/27/2017	24
Art Dreamline 365 Cafe	TEP - Art Dreamline 365 Cafe	1231 Good Hope Rd	Kitchen Utility Staff	4/19/2017	10/27/2017	27
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	11/28/2018	6/7/2019	27
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	9/19/2018	10/5/2018	2
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	9/13/2018	3/15/2019	26
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	9/12/2018	3/15/2019	26
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	8/6/2018	2/8/2019	26
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	7/9/2018	8/1/2018	3
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	7/9/2018	7/27/2018	2
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	4/2/2018	7/6/2018	13
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	3/28/2018	7/30/2018	18
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	2/6/2018	9/21/2018	32
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	11/15/2017	3/16/2018	17
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	9/5/2017	2/16/2018	23
Arthur Capper- Edgewood	Edgewood - Arthur Capper	900 5th Street, SE	TEP - Maintenance/Porter	8/30/2017	11/17/2017	11
Asbury Dwellings (EMC Manage)	Asbury Dwellings (EMC Manage)	1616 Marion St,	Porter/Maintenance Tech	8/22/2018	10/19/2018	8
ASM Educational Center	ASM Educational Center	11200 Rockville Pike	TEP - Work Experience	12/11/2017	12/29/2017	2
Assurance Quality Care	Assurance Quality Care	4400 Stamp Road	Administrative Assistant	5/14/2018	7/6/2018	7
Assurance Quality Care	Assurance Quality Care	4400 Stamp Road	Administrative Assistant	5/14/2018	5/15/2018	0
Bennett Career Institute	Bennett Career Institute	700 Monroe st. NE	TEP - Work Experience	3/12/2018	8/28/2018	24
Benning Heights Apartments	TEP - WorkExperience - Benning Heights	4806 Alabama Avenue, SE, #B	tep work experience	10/30/2018	4/26/2019	25
Benning Heights Apartments	TEP - WorkExperience - Benning Heights	4806 Alabama Avenue, SE, #B	tep work experience	10/30/2018	4/26/2019	25
Benning Heights Apartments	TEP - WorkExperience - Benning Heights	4806 Alabama Avenue, SE, #B	tep work experience	4/11/2018	1/4/2019	38
Benning Park Apartments	Benning Park Apartments	5113 Fitch Street ,SE #T-3	TEP - Work Experience	8/15/2018	9/26/2018	6
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	12/3/2018	6/7/2019	26

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Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	10/16/2018	11/11/2018	4
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	10/15/2018	4/19/2019	26
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	9/10/2018	3/1/2019	24
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	4/19/2018	10/19/2018	26
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	4/19/2018	8/10/2018	16
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	4/17/2018	10/19/2018	26
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	4/2/2018	7/13/2018	14
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	9/11/2017	4/6/2018	29
Benning Park Apts	Edgewood - Benning Park Apartments	5113 Fitch Street, SE	TEP - Maintenance Worker	8/1/2017	2/2/2018	26
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	11/16/2018	2/22/2019	14
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	Laborer	11/8/2018	3/8/2019	17
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	11/8/2018	11/30/2018	3
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	11/8/2018	11/20/2018	2
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	10/2/2018	10/26/2018	3
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	9/12/2018	10/26/2018	6
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	9/11/2018	3/11/2019	26
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	7/16/2018	10/26/2018	14
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	3/7/2018	9/7/2018	26
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	1/29/2018	5/18/2018	15
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	1/17/2018	3/2/2018	6
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	9/12/2017	3/16/2018	26
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	7/19/2017	1/19/2018	26
Berliner Specialty Distributors	Berliner Specialty Distributors	5101 Buchanan St.	TEP - Warehouse Worker	7/11/2017	1/19/2018	27
Bolana Enterprises Inc	Bolana - North Park	4615 North Park Avenue	Front Desk Concierge	1/15/2019	7/19/2019	26
Bread For the City	Bread For the City	1640 Good Hope road,	Food Pantry Assistant	11/20/2018	3/22/2019	17
Bread For the City	Bread For the City	1640 Good Hope road,	Food Pantry Assistant	9/5/2018	10/22/2018	7
Bread For the City	Bread For the City	1640 Good Hope road,	Food Pantry Assistant	8/1/2018	2/1/2019	26
Bread For the City	Bread For the City	1640 Good Hope road,	Food Pantry Assistant	8/1/2018	8/31/2018	4
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Warehouse Worker	12/10/2018	6/7/2019	25
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Administrative	10/9/2018	11/17/2018	5
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Warehouse Worker	8/1/2018	2/1/2019	26
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Warehouse Worker	5/29/2018	9/10/2018	15
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Warehouse Worker	1/3/2018	1/26/2018	3
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Warehouse Worker	7/18/2017	1/26/2018	27
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Warehouse Worker	4/24/2017	10/27/2017	26
Bread for the City Northwest	Bread for the City - Northwest	1525 7th Street, NW	Warehouse Worker	4/3/2017	10/27/2017	29
Bread for the city Southeast	Bread for the city Southeast	1640 Good Hope Rd SE	Warehouse Worker	5/28/2018	6/22/2018	3
Bread for the city Southeast	Bread for the city Southeast	1640 Good Hope Rd SE	Warehouse Worker	4/23/2018	11/30/2018	31
Bread for the city Southeast	Bread for the city Southeast	1640 Good Hope Rd SE	Warehouse Worker	4/23/2018	7/13/2018	11
Bread for the city Southeast	Bread for the city Southeast	1640 Good Hope Rd SE	Warehouse Worker	2/26/2018	5/8/2018	10
Bread for the city Southeast	Bread for the city Southeast	1640 Good Hope Rd SE	Warehouse Worker	2/20/2018	4/19/2018	8
Bread for the city Southeast	Bread for the city Southeast	1640 Good Hope Rd SE	Warehouse Worker	11/20/2017	2/23/2018	13
Bread for the city Southeast	Bread for the city Southeast	1640 Good Hope Rd SE	Warehouse Worker	11/1/2017	5/4/2018	26
Broughton Construction Company, LLC	Broughton Construction Company, LLC	4832 Nannie Helen Burroughs Ave,	Admin & Accounting Assistant	11/12/2018	2/8/2019	12
Broughton Construction Company, LLC	Broughton Construction Company, LLC	4832 Nannie Helen Burroughs Ave,	Admin & Accounting Assistant	6/11/2018	9/21/2018	14

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Broughton Construction Company, LLC	Broughton Construction Company, LLC	4832 Nannie Helen Burroughs Ave,	Admin & Accounting Assistant	6/11/2018	7/13/2018	4
Browns Mechanical	TEP - WEX - Browns Mechanical	737 50th Street	Sheet Metal Worker Trainee	2/28/2018	6/8/2018	14
C Allen Signature Salon Training	TEP - C Allen Signature Salon Training	700 Monroe Street	Admissions Officer	5/15/2018	5/15/2018	0
C.T. Management-Hopkins Apartment	C.T Management-Hopkins Apartment	1000 12th st. SE #103	TEP - Work Experience	9/11/2017	3/23/2018	27
CAP 8 Doors and Hardware	CAP 8 Doors and Hardware	5786 2nd St, NW	Warehouse Worker	10/30/2017	2/2/2018	13
Capital Area Asset Builders	Capital Area Asset Builders	1444 I st. NW	TEP - Financial Coach	4/9/2018	6/15/2018	9
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	1/7/2019	7/12/2019	26
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto rico Ave,	Food Donation assistant	1/7/2019	7/5/2019	25
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto rico Ave,	Food Donation assistant	1/7/2019	7/5/2019	25
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	11/25/2018	5/31/2019	26
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto rico Ave,	Food Donation assistant	10/1/2018	10/11/2018	1
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	8/3/2018	8/31/2018	4
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	8/1/2018	2/1/2019	26
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	7/16/2018	7/23/2018	1
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	6/5/2018	12/7/2018	26
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	5/14/2018	6/25/2018	6
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	4/18/2018	10/19/2018	26
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	4/18/2018	6/15/2018	8
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	4/18/2018	6/11/2018	8
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	8/7/2017	10/12/2017	9
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	6/26/2017	2/9/2018	32
Capital Area Food Bank	Capital Area Food Bank	4900 Puerto Rico Ave	TEP - Warehouse Worker	5/15/2017	11/17/2017	26
Capital Chicken & Waffle LLC	Capital Chicken & Waffle LLC -	1110 Congress St	tep work experience	9/19/2018	3/20/2019	26
Capitol Hill Towers	Capitol Hill Towers	900 G Street NE	Office Clerk	4/23/2018	9/27/2018	22
Capitol Services Management In	Capitol Services Management In	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	11/12/2018	5/10/2019	25
Capitol Services Management Inc	Capitol Services Management Inc -	3200 Martin Luther King Jr. Ave	TEP - Warehouse Worker	1/9/2019	7/12/2019	26
Capitol Services Management Inc	Capitol Services Management Inc -	3200 Martin Luther King Jr. Ave	TEP - Warehouse Worker	1/9/2019	7/12/2019	26
Capitol Services Management Inc	Capitol Services Management Inc -	3200 Martin Luther King Jr. Ave	TEP - Warehouse Worker	11/12/2018	5/10/2019	25
Capitol Services Management Inc	Capitol Services Management Inc -	3200 Martin Luther King Jr. Ave	TEP - Warehouse Worker	4/23/2018	6/8/2018	6
Capitol Services Management Inc	Capitol Services Management Inc -	3200 Martin Luther King Jr. Ave	TEP - Warehouse Worker	12/26/2017	7/6/2018	27
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	6/25/2018	7/6/2018	1
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	5/8/2018	7/16/2018	10
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	5/8/2018	6/29/2018	7
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	5/2/2018	7/6/2018	9
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	4/24/2018	6/15/2018	7
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	4/2/2018	6/29/2018	12
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	3/19/2018	4/6/2018	2
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	3/12/2018	6/29/2018	15
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	3/12/2018	5/25/2018	10
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	3/12/2018	3/12/2018	0
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	2/1/2018	8/3/2018	26
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	2/1/2018	3/16/2018	6
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	1/16/2018	1/30/2018	2
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	12/18/2017	1/16/2018	4
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	11/20/2017	2/23/2018	13
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	11/14/2017	1/29/2018	11
Career Path DC	Career Path DC -	2100 MLK Ave	TEP- Sanitation Worker	11/14/2017	1/8/2018	8
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP- Maintenance Worker	11/28/2018	5/31/2019	26

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Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP- Maintenance Worker	11/13/2018	2/22/2019	14
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP- Maintenance Worker	10/2/2018	11/6/2018	5
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP- Maintenance Worker	7/31/2018	11/9/2018	14
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP- Maintenance Worker	6/19/2018	6/21/2018	0
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP- Maintenance Worker	5/29/2018	9/7/2018	14
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	5/8/2018	5/18/2018	1
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	5/8/2018	5/18/2018	1
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	1/3/2018	5/11/2018	18
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	12/5/2017	5/11/2018	22
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	10/2/2017	10/27/2017	3
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	9/11/2017	3/9/2018	25
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	9/11/2017	12/14/2017	13
Carver Terrace Apartments	Carver Terrace Apartments	2026 Maryland Ave NE	TEP - Maintenance Worker	3/28/2017	10/2/2017	27
Casa Ruby	TEP - WEX - Casa Ruby	2822 Georgia Ave	Administrative Support	9/17/2018	9/24/2018	1
Cascade Park Apartments (Residential One)	Cascade Park Apartments	4236 4th Street,	Maintenance Assistant	8/27/2018	3/1/2019	26
Cascade Park Apartments (Residential One)	Cascade Park Apartments	4236 4th Street,	Maintenance Assistant	8/27/2018	9/21/2018	3
Cascade Park Apartments (Residential One)	Cascade Park Apartments	4236 4th Street,	Maintenance Assistant	8/27/2018	8/27/2018	0
Cedar Heights Apartments	TEP - WEX - Cedar Heights Apartments	1510 Butler Street	Administrative Assistant	4/24/2018	4/24/2018	0
Cedar Heights Apartments	TEP - WEX - Cedar Heights Apartments	1510 Butler Street	Administrative Assistant	10/16/2017	4/20/2018	26
Cedar Heights Apartments	TEP - WEX - Cedar Heights Apartments	1510 Butler Street	Administrative Assistant	9/12/2017	3/16/2018	26
Cedar Heights Apartments	TEP - WEX - Cedar Heights Apartments	1510 Butler Street	Administrative Assistant	9/11/2017	2/2/2018	20
Cedar Heights Apartments	TEP - WEX - Cedar Heights Apartments	1510 Butler Street	Administrative Assistant	8/23/2017	2/23/2018	26
Cedar Heights Apartments	TEP - WEX - Cedar Heights Apartments	1510 Butler Street	Administrative Assistant	7/19/2017	10/13/2017	12
Cedar Heights Apartments	TEP - WEX - Cedar Heights Apartments	1510 Butler Street	Administrative Assistant	7/12/2017	2/16/2018	31
Central Gardens Apartment II	Central Gardens Apartment II	6804 Central Ave,	Porter	2/19/2018	4/13/2018	7
Central Gardens Apartment II	Central Gardens Apartment II	6804 Central Ave,	Porter	2/19/2018	2/22/2018	0
Central Gardens I	Central Gardens I	1 Cindy Lane,	Groundsmen/Porter	8/13/2018	2/15/2019	26
Central Gardens I	Central Gardens I	1 Cindy Lane,	Maintenance	8/13/2018	10/5/2018	7
Central Gardens I	Central Gardens I	1 Cindy Lane,	Groundsmen/Porter	1/30/2018	5/2/2018	13
CIH Properties-Sibley Plaza	CIH Properties-Sibley Plaza	1140 N.Capital st. NW	TEP - Maintenance Worker	9/25/2018	3/22/2019	25
CIH Properties-Sibley Plaza	CIH Properties-Sibley Plaza	1140 N.Capital st. NW	TEP - Maintenance Worker	9/25/2018	11/28/2018	9
CIH Properties-Sibley Plaza	CIH Properties-Sibley Plaza	1140 N.Capital st. NW	TEP - Maintenance Worker	4/11/2018	5/23/2018	6
CIH Properties-Sibley Plaza	CIH Properties-Sibley Plaza	1140 N.Capital st. NW	TEP - Maintenance Worker	9/19/2017	11/3/2017	6
Claridge Apartment Complex	Claridge Apartment Complex	1221 M St	TEP - Work Experience-	5/15/2017	11/10/2017	25
Claridge Towers Apartment	Claridge Towers Apartment	1221 M Street,	Maintenance Tech	9/17/2018	10/12/2018	3
Claridge Towers Apartment	Claridge Towers Apartment	1221 M Street,	Maintenance Tech	9/17/2018	10/12/2018	3
Claridge Towers Apartment	Claridge Towers Apartment	1221 M Street,	Janitor/Porter	4/12/2018	5/16/2018	5
Claridge Towers Apartment	Claridge Towers Apartment	1221 M Street,	Janitor/Porter	3/6/2018	4/6/2018	4
Clean and Sober Streets	Clean and Sober Streets	425 2nd St,NW	Administrative Assistant	4/10/2018	7/6/2018	12
Clean and Sober Streets	Clean and Sober Streets	425 2nd St,NW	Administrative Assistant	3/27/2018	4/23/2018	4
Clean Decision	TEP - WEX - Clean Decision	36 18th Street	Cleaning Team Member	4/9/2018	6/15/2018	9
Clean Decision	TEP - WEX - Clean Decision	36 18th Street	Cleaning Team Member	3/28/2018	7/6/2018	14
Clean My Place Maintenance & Recycling, LLC	Clean My Place - K Street	1629 K Street, NW	Floor Technicians	8/22/2018	11/30/2018	14
Clean My Place Maintenance & Recycling, LLC	Clean My Place - K Street	1629 K Street, NW	Porters/Janitor	7/16/2018	12/14/2018	21
Clean My Place Maintenance & Recycling, LLC	Clean My Place - K Street	1629 K Street, NW	Porters/Janitor	7/16/2018	11/2/2018	15
Clean My Place Maintenance & Recycling, LLC	Clean My Place - K Street	1629 K Street, NW	Floor Technicians	6/4/2018	9/7/2018	13
Clean My Place Maintenance & Recycling, LLC	Clean My Place - K Street	1629 K Street, NW	Floor Technicians	4/18/2018	10/19/2018	26
Clean My Place Maintenance & Recycling, LLC	Clean My Place - K Street	1629 K Street, NW	Porters/Janitor	4/16/2018	10/19/2018	26
Colony House Apartments	Colony House Apartments	930 Farragut Street, NW	Maintenance	9/21/2018	3/22/2019	26
Colony House Apartments	Colony House Apartments	930 Farragut Street, NW	Maintenance	8/21/2018	2/22/2019	26
Colony House Apartments	Colony House Apartments	930 Farragut Street, NW	Maintenance	8/21/2018	9/4/2018	2

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Colony House Apartments	Colony House Apartments	930 Farragut Street, NW	Maintenance	2/14/2018	8/10/2018	25
Colony House Apartments	Colony House Apartments	930 Farragut Street, NW	Maintenance	8/21/2017	10/20/2017	8
Colony House Apartments	Colony House Apartments	930 Farragut Street, NW	Maintenance	8/20/2017	11/28/2017	14
Commission on Fathers, Men and Boys (CSOSA)	TEP - WEX - Commission on Fathers, Men and Boys	2235 Shannon Pllace	Administrative Assistant - CSOSA	12/18/2017	3/27/2018	14
Commission on Fathers, Men and Boys (CSOSA)	TEP - WEX - Commission on Fathers, Men and Boys	2235 Shannon Pllace	Administrative Assistant - CSOSA	10/30/2017	3/2/2018	17
Community College Preparatory	Community College Preparatory	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	4/17/2018	8/17/2018	17
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	1/14/2019	7/19/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	1/14/2019	7/12/2019	25
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	1/2/2019	7/5/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	12/10/2018	6/7/2019	25
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	12/3/2018	6/7/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	12/3/2018	6/7/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	11/26/2018	2/22/2019	12
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	11/7/2018	5/3/2019	25
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	10/30/2018	4/26/2019	25
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	10/30/2018	4/26/2019	25
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	10/29/2018	5/3/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	10/29/2018	4/5/2019	22
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	10/15/2018	2/8/2019	16
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	OST Trainee	10/1/2018	4/5/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	OST Trainee	10/1/2018	4/5/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	OST Trainee	10/1/2018	1/4/2019	13
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	10/1/2018	12/7/2018	9
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	OST Trainee	10/1/2018	12/6/2018	9
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	OST Trainee	10/1/2018	11/9/2018	5
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	8/20/2018	2/22/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	8/20/2018	2/22/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	8/20/2018	2/22/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	8/20/2018	2/22/2019	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	8/20/2018	2/22/2019	26

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Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	6/20/2017	12/22/2017	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	6/11/2017	10/20/2017	18
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	6/6/2017	12/8/2017	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	6/5/2017	12/8/2017	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	5/31/2017	2/9/2018	36
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	5/31/2017	1/26/2018	34
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	5/10/2017	4/27/2018	50
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	5/10/2017	11/10/2017	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	4/4/2017	10/6/2017	26
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	3/5/2017	1/26/2018	46
Community College Preparatory Academy	Community College Preparatory Academy	2405 Martin Luther King Ave Jr., SE	GED Trainee	3/5/2017	1/12/2018	44
Community Family Life Services	Community Family Life Services	305 E Street	Maintenance	4/23/2018	1/4/2019	36
Community Family Life Services - Milestones	Community Family Life Services - Milestones	4860 Fort Totten Drvie,	Maintenance	7/24/2018	11/29/2018	18
Community Family Life Services @Milestoneplace	Community Family Life Services @Milestoneplace -	4860 Fort Totten Drive	Maintenance Helper	9/13/2017	3/14/2018	26
Community Family Life Services @Milestoneplace	Community Family Life Services @Milestoneplace -	4860 Fort Totten Drive	Maintenance Helper	2/12/2017	11/1/2017	37
Community Forklift	Community Forklift	4671 Tanglewood Dr	TEP - Warehouse Worker	1/16/2019	7/16/2019	26
Community Forklift	Community Forklift	4671 Tanglewood Dr	TEP - Warehouse Worker	1/15/2019	7/5/2019	24
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	7/24/2018	11/7/2018	15
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	6/7/2018	9/24/2018	16
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	4/25/2018	5/7/2018	2
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	4/9/2018	4/11/2018	0
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	3/12/2018	4/6/2018	3
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	3/12/2018	3/12/2018	0
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	12/11/2017	4/13/2018	17
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	11/20/2017	5/18/2018	25
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	10/9/2017	10/20/2017	1
Community Forklift	Community Forklift - DCCC	4671 Tanglewood Drive	Receiving Clerk- DO NOT USE	5/15/2017	11/3/2017	24
Community Services Agency, Metro Washington Council AFL - CIO	Community Services Agency, Metro Washington Council AFL - CIO	1517 Kenilworth Ave,	Pre-Apprenticeship Training	9/12/2018	9/20/2018	1
Community Services Agency, Metro Washington Council AFL - CIO	Community Services Agency, Metro Washington Council AFL - CIO	1517 Kenilworth Ave,	Pre-Apprenticeship Training	7/30/2018	9/10/2018	6
Community Services Foundation (TEP)	6602 Greig St-Seat Pleasant MD 20743	6602 Greig St	TEP - Work Experience-	8/27/2018	9/4/2018	1
Community Services Foundation (TEP)	6602 Greig St-Seat Pleasant MD 20743	6602 Greig St	TEP - Work Experience-	7/17/2018	1/18/2019	26
Community Services Foundation (TEP)	6602 Greig St-Seat Pleasant MD 20743	6602 Greig St	TEP - Work Experience-	4/26/2017	10/27/2017	26
Congress Heights Community Training & Development	Congress Heights Community Training & Development	3215 MLK Jr Ave. se	TEP - Work Experience-	6/5/2017	12/1/2017	25
Congress Park I	Congress Park I	1345 Savannah St. SE	TEP - Work Experience	9/12/2017	1/5/2018	16
Congress Park I & II	Congress Park I & II	1345 Savannah Street	Receptionist	9/3/2018	4/5/2019	30
Congress Park I & II	Congress Park I & II	1345 Savannah Street	Receptionist	7/11/2018	8/24/2018	6
Congress Park I & II	Congress Park I & II	1345 Savannah Street	Receptionist	5/9/2018	5/14/2018	1
Consumer Action Network	Consumer Action Network	1300 L Street	Office Administrative Assistant	10/8/2018	4/12/2019	26
Consumer Action Network	Consumer Action Network	1300 L Street	Office Administrative Assistant	10/8/2018	11/9/2018	4
Courts of Camp Spring	Courts of Camp Spring	5327 Carswell Avenue	Maintenance	8/22/2018	2/22/2019	26
Courts of Camp Spring	Courts of Camp Spring	5327 Carswell Avenue	Maintenance	8/22/2018	12/19/2018	17

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Courts of Camp Spring	Courts of Camp Spring	5327 Carswell Avenue	Maintenance	3/26/2018	7/27/2018	17
Courts of Camp Spring	Courts of Camp Spring	5327 Carswell Avenue	Maintenance	9/13/2017	2/12/2018	22
Courts of Camp Spring	Courts of Camp Spring	5327 Carswell Avenue	Maintenance	8/15/2017	3/2/2018	28
Creative Smile Institute	Creative Smile Institute	3636 16th Street, NW,	Administrative Assistant	7/2/2018	9/28/2018	12
Credit Builders Alliance	Credit Builders Alliance	1701 K street NW,	Events Coordinator	2/26/2018	3/16/2018	2
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	6/4/2018	6/29/2018	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	6/4/2018	6/22/2018	2
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	6/4/2018	6/22/2018	2
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	6/4/2018	6/22/2018	2
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	6/4/2018	6/22/2018	2
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	3/12/2018	4/6/2018	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	3/12/2018	4/6/2018	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	3/12/2018	4/6/2018	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	3/12/2018	4/6/2018	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	3/12/2018	4/6/2018	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	2/26/2018	4/6/2018	5
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	1/16/2018	4/6/2018	11
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	1/16/2018	2/23/2018	5
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	1/16/2018	2/23/2018	5
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	1/16/2018	2/23/2018	5
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	1/16/2018	2/23/2018	5
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	12/11/2017	6/8/2018	25
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	11/13/2017	12/22/2017	5
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	11/13/2017	12/8/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	11/13/2017	12/8/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	11/13/2017	12/8/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	11/13/2017	12/8/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	11/13/2017	12/8/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	11/13/2017	12/8/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3

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CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3
CSOSA	CSOSA	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience - CSOSA	9/25/2017	10/20/2017	3
Dahlgren Apartment Complex	Dahlgren Apartment Complex	2520 10th St	Porter	3/12/2018	3/30/2018	2
Dahlgren Apartment Complex	Dahlgren Apartment Complex	2520 10th St	TEP - Work Experience-	12/11/2017	6/8/2018	25
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	9/16/2018	3/13/2019	25
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	9/16/2018	3/11/2019	25
DC Central Kitchen - TEP	DC Central Kitchen - TEP	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	9/13/2018	3/11/2019	26
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	9/13/2018	1/7/2019	17
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	9/4/2018	3/8/2019	26
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	7/16/2018	9/7/2018	7
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	4/25/2018	10/26/2018	26
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	4/9/2018	7/27/2018	15
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	3/19/2018	3/19/2018	0
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	1/2/2018	4/13/2018	14
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	1/2/2018	4/13/2018	14
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	1/2/2018	4/13/2018	14
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	1/2/2018	2/9/2018	5
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	1/2/2018	1/19/2018	2
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	12/25/2017	4/6/2018	14
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	12/25/2017	4/6/2018	14
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	12/14/2017	1/31/2018	7
DC Central Kitchen - TEP	DC Central Kitchen - TEP -	425 2nd Street NW	Culinary Arts Training	9/27/2017	2/2/2018	18
DC Community Carrot (TEP 2017)	TEP -WEX - DC Community Carrot	508 Kennedy Street	Admin Asst/Activities Asst	3/12/2018	3/16/2018	0
DC Community Carrot (TEP 2017)	TEP -WEX - DC Community Carrot	508 Kennedy Street	Admin Asst/Activities Asst	8/28/2017	3/2/2018	26
DC Council Office of Councilmember Brandon Todd	Office of Council Member Brandon Todd	1350 Pennsylvania Avenue, NW	Administrative Assistant	10/15/2018	4/12/2019	25
DC Council Office of Councilmember Brandon Todd	Office of Council Member Brandon Todd	1350 Pennsylvania Avenue, NW	Administrative Assistant	4/25/2018	6/8/2018	6
DC Council Office of Councilmember Brandon Todd	Office of Council Member Brandon Todd	1350 Pennsylvania Avenue, NW	Administrative Assistant	9/18/2017	3/2/2018	23
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	8/22/2018	2/22/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	8/22/2018	11/2/2018	10
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Customer Service Rep	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	1/18/2019	26
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/16/2018	11/9/2018	16
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	11/9/2018	16
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/16/2018	10/29/2018	15
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/16/2018	10/12/2018	12
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	7/16/2018	9/7/2018	7

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DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/16/2018	8/17/2018	4
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Customer Service Rep	7/12/2018	1/11/2019	26
DC Department of Public Works	DPW - John F. McCormack	4900 John McCormick Rd,	Sanitation Worker - McCormick	7/12/2018	1/11/2019	26
DC Department of Public Works	DPW - 15th Street	1725 15th St,	Sanitation Worker	7/2/2018	1/4/2019	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	12/21/2018	26
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	11/30/2018	23
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	11/23/2018	22
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	10/26/2018	18
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	10/26/2018	18
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	10/12/2018	16
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	10/3/2018	15
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	9/27/2018	14
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	9/21/2018	13
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	9/7/2018	11
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	7/23/2018	5
DC Department of Public Works	DPW - Fenwick Street	1831 Fenwick Street,	Sanitation Worker - Fenwick Street	6/21/2018	7/6/2018	2
DC Department of Small & Local Business Development - TEP	TEP - WEX - DC Department of Small & Local Business Development	441 4th Street	Administrative Assistant	10/31/2016	11/24/2017	55
DC Department of Transportation	DDOT	1100 4th st. SW 3rd fl	TEP - DDOT Call Center Rep	4/3/2017	12/29/2017	38
DC Department of Transportation	DDOT	1100 4th st. SW 3rd fl	TEP - DDOT Call Center Rep	3/5/2017	12/1/2017	38
DC Department of Transportation	DDOT	1100 4th st. SW 3rd fl	TEP - DDOT Call Center Rep	2/5/2017	12/1/2017	42
DC Department of Transportation	DDOT	1100 4th st. SW 3rd fl	TEP - DDOT Call Center Rep	2/5/2017	12/1/2017	42
DC Department of Transportation	DDOT	1100 4th st. SW 3rd fl	TEP - DDOT Call Center Rep	10/30/2016	10/13/2017	49
DC Floors - TEP	TEP - WEX - DC Floors	6918 4th Street	Floor Technician	8/21/2018	2/22/2019	26
DC Floors - TEP	TEP - WEX - DC Floors	6918 4th Street	Floor Technician	3/14/2018	4/6/2018	3
DC Floors - TEP	TEP - WEX - DC Floors	6918 4th Street	Floor Technician	12/11/2017	6/1/2018	24
DC Floors - TEP	TEP - WEX - DC Floors	6918 4th Street	Floor Technician	9/11/2017	11/17/2017	9
DC Housing and Development	DC Housing and Development	1800 MLK ave SE #106	Clerk Receptionist	5/30/2018	11/30/2018	26
DC Housing and Development	DC Housing and Development	1800 MLK ave SE #106	Clerk Receptionist	5/7/2018	11/9/2018	26
DC Housing and Development	DC Housing and Development	1800 MLK ave SE #106	Clerk Receptionist	2/6/2018	5/25/2018	15
DC Housing and Development	DC Housing and Development	1800 MLK ave SE #106	Clerk Receptionist	1/29/2018	3/16/2018	6
DC Housing and Development	DC Housing and Development	1800 MLK ave SE #106	Clerk Receptionist	9/6/2017	12/8/2017	13
DC Public Library - Georgetown	DC Public Library - Georgetown	3260 R St,	Library Aide	7/9/2018	2/22/2019	32
DC Public Library - Georgia Av	DC Public Library - Georgia Av	7420 Georgia Ave	Library Aide	4/10/2018	5/4/2018	3
DC Public Library - Georgia Av	DC Public Library - Georgia Av	7420 Georgia Ave	Library Aide	4/10/2018	4/20/2018	1
DC Public Library - Mt. Pleasant	DC Public Library- Mt. Pleasant	3160 16th,	Library Aide	8/27/2018	9/28/2018	4
DC Public Library - Mt. Pleasant	DC Public Library- Mt. Pleasant	3160 16th,	Library Aide	7/9/2018	12/4/2018	21
DC Public Library - Tenley/Friendship	DC Public Library - Tenley/Friendship	4450 Wisconsin Ave,	Library Aide	7/9/2018	1/11/2019	26
DC Public Library - Tenley/Friendship	DC Public Library - Tenley/Friendship	4450 Wisconsin Ave,	Library Aide	7/9/2018	10/26/2018	15
DC Water and Sewer Authority	DC Water & Sewer Authority	5000 Overlook Avenue, SW	DC Water Facilities Trainee	9/10/2018	3/15/2019	26
DC Water and Sewer Authority	DC Water & Sewer Authority	5000 Overlook Avenue, SW	DC Water Facilities Trainee	9/10/2018	2/22/2019	23
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	10/29/2018	5/3/2019	26
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/19/2018	3/22/2019	26
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/19/2018	3/22/2019	26
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/19/2018	2/22/2019	22
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/19/2018	2/22/2019	22
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/19/2018	2/22/2019	22

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DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/19/2018	2/22/2019	22
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/19/2018	10/26/2018	5
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/18/2018	1/18/2019	17
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/16/2018	11/16/2018	8
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/11/2018	3/8/2019	25
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/11/2018	3/8/2019	25
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/10/2018	3/8/2019	25
DCRA - Vacant Building Enforcement Division	DCRA - Vacant Building Enforcement Division	1100 4th Street SW	Program Support Specialist	9/4/2018	3/1/2019	25
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	4/17/2018	6/22/2018	9
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	1/23/2018	7/20/2018	25
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	12/26/2017	4/6/2018	14
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	12/20/2017	6/29/2018	27
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	11/6/2017	1/19/2018	10
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	9/20/2017	3/23/2018	26
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	9/18/2017	3/16/2018	25
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	9/11/2017	3/9/2018	25
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	9/4/2017	12/27/2017	16
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	7/12/2017	10/13/2017	13
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	5/10/2017	11/10/2017	26
DCRA Office Of Chief of Staff	DCRA Regulatory Affairs	1100 4th st sw 4th fl. E496	TEP - Program Support Assistant	5/10/2017	10/27/2017	24
DCRA-Enforcement Division	DCRA-Enforcement Division	1100 4th st sw 5th fl.	TEP - Program Support Assistant	12/10/2018	6/7/2019	25
DCRA-Enforcement Division	DCRA-Enforcement Division	1100 4th st sw 5th fl.	TEP - Program Support Assistant	12/6/2018	6/7/2019	26
DCRA-Enforcement Division	DCRA-Enforcement Division	1100 4th st sw 5th fl.	TEP - Program Support Assistant	11/5/2018	5/3/2019	25
DCRA-Enforcement Division	DCRA-Enforcement Division	1100 4th st sw 5th fl.	TEP - Program Support Assistant	9/19/2018	9/28/2018	1
DCRA-Enforcement Division	DCRA-Enforcement Division	1100 4th st sw 5th fl.	TEP - Program Support Assistant	9/18/2018	9/28/2018	1
DCRA-Enforcement Division	DCRA-Enforcement Division	1100 4th st sw 5th fl.	TEP - Program Support Assistant	9/11/2018	3/12/2019	26
DCRA-Enforcement Division	DCRA-Enforcement Division	1100 4th st sw 5th fl.	TEP - Program Support Assistant	9/11/2018	3/12/2018	-26
Deaf Reach, Inc.	Deaf Reach, Inc.	3722 12th St,	General Maintenance	7/9/2018	2/15/2019	31
Department of Employment Services	DOES AJC - SE	3720 Martin Luther King Avenue, SE	TEP - AJC SE Assistant	8/2/2017	2/9/2018	27
Department of Employment Services	DOES AJC - SE	3720 Martin Luther King Avenue, SE	TEP - AJC SE Assistant	8/1/2017	12/22/2017	20
Department of Employment Services	DOES AJC - SE	3720 Martin Luther King Avenue, SE	TEP - AJC SE Assistant	4/24/2017	12/1/2017	31
Department of Employment Services	DOES AJC - SE	3720 Martin Luther King Avenue, SE	TEP - AJC SE Assistant	2/22/2017	1/19/2018	47
Department of Employment Services - Division of State Initiatives (DSI)	DOES - DSI	4058 Minnesota Avenue, NE	PE - Work Readiness	1/7/2019	2/1/2019	3
Department of Employment Services - Division of State Initiatives (DSI)	DOES - DSI	4058 Minnesota Avenue, NE	TEP - PE Program Support Assistant	5/14/2018	11/9/2018	25

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Department of Employment Services - Division of State Initiatives (DSI)	DOES - DSI	4058 Minnesota Avenue, NE	TEP - PE Program Support Assistant	2/20/2018	8/24/2018	26
Department of Employment Services - Office of Apprenticeship, Information and Training (OAIT)	DOES - Office of Apprenticeship, Information and Training	4058 Minnesota Avenue, NE	Clerical Support	12/13/2017	5/11/2018	21
Department of Employment Services - Office of Apprenticeship, Information and Training (OAIT)	DOES - Office of Apprenticeship, Information and Training	4058 Minnesota Avenue, NE	Clerical Support	8/20/2017	12/8/2017	15
Department of Employment Services - Office of Unemployment Insurance (UI)	DOES - UI Tax Division	4058 Minnesota Avenue, NE	TEP - Program Support Assistant	2/20/2018	8/3/2018	23
Department of Employment Services - Office of Unemployment Insurance (UI)	DOES - UI Tax Division	4058 Minnesota Avenue, NE	TEP - Program Support Assistant	2/20/2018	4/25/2018	9
Department of Employment Services - Office of Unemployment Insurance (UI)	DOES - UI Tax Division	4058 Minnesota Avenue, NE	TEP - Program Support Assistant	1/3/2018	7/6/2018	26
Department of Energy and Environment	Department of Energy and Environment	1200 First Street, NE	TEP - Program Support Assistant	12/10/2018	4/19/2019	18
Department of Energy and Environment	Department of Energy and Environment	1200 First Street, NE	TEP - Program Support Assistant	12/10/2018	3/8/2019	12
Department of Energy and Environment	Department of Energy and Environment	1200 First Street, NE	TEP - Program Support Assistant	6/26/2018	12/28/2018	26
Department of Energy and Environment	Department of Energy and Environment	1200 First Street, NE	TEP - Program Support Assistant	3/7/2018	5/1/2018	8
Department of Energy and Environment	Department of Energy and Environment	1200 First Street, NE	TEP - Program Support Assistant	8/29/2017	2/16/2018	24
Department of Energy and Environment	Department of Energy and Environment	1200 First Street, NE	TEP - Program Support Assistant	8/7/2017	2/9/2018	26
Department of Energy and Environment	DC Department of Environment (DCCC)	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	8/7/2017	10/6/2017	8
Department of Energy and Environment	Department of Energy and Environment	1200 First Street, NE	TEP - Program Support Assistant	5/29/2017	11/3/2017	22
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	2/13/2018	2/13/2018	0
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	1/3/2018	5/18/2018	19
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	1/3/2018	4/30/2018	17
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	12/25/2017	2/27/2018	9
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	12/11/2017	6/8/2018	25
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	10/10/2017	3/27/2018	24
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	10/10/2017	3/2/2018	20
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	6/5/2017	12/8/2017	26
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	4/12/2017	10/20/2017	27
Department of General Services (DUAL)	DGS - Massachusetts Avenue	1900 Massachusetts Avenue, SE	TEP - DGS - Maintenance Helper	1/29/2017	12/1/2017	43
Disabled Veterans National Foundation	TEP - WEX - Disabled Veterans National Foundation	4601 Forbes Blvd	TEP- Work Experience	9/5/2017	12/15/2017	14
Disabled Veterans National Foundation	TEP - WEX - Disabled Veterans National Foundation	4601 Forbes Blvd	TEP- Work Experience	5/15/2017	11/17/2017	26
District 2 Trucking LLC	District 2 Trucking LLC	3101 Waclark Pl,	Administrative Assistant	9/4/2018	12/5/2018	13
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/28/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/26/2018	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	9/26/2018	26

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DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	8/14/2018	20
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/26/2018	3/26/2018	0
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	6/26/2017	12/22/2017	25
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	6/26/2017	12/22/2017	25
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	6/26/2017	12/22/2017	25
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	6/26/2017	12/22/2017	25
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	6/26/2017	12/22/2017	25
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	6/26/2017	11/4/2017	18
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	6/21/2017	12/22/2017	26
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/13/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/13/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/13/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/13/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/13/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/13/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/13/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/12/2017	10/27/2017	32
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/5/2017	10/27/2017	33
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/5/2017	10/27/2017	33
DOES - ASPIRE	TEP - DOES - ASPIRE	4058	ASPIRE Trainee	3/5/2017	10/27/2017	33
DOES - Office youth Programs In-School Program	DOES - Office youth Programs In-School Programs	4058 Minnesota AVE,	Program Support Assistant	1/29/2018	5/18/2018	15
DOES - Office youth Programs In-School Program	DOES - Office youth Programs In-School Programs	4058 Minnesota AVE,	Program Support Assistant	1/29/2018	2/28/2018	4
DOES Office of Information	DOES Office of Information	4058 Minnesota Ave,	Program Assistant	5/14/2018	11/13/2018	26
DOES Office of Wage and Hour	TEP - DOES Office of Wage and Hour	4058 Minnesota Ave	Administrative Support	1/11/2018	4/13/2018	13
DOES Office of Wage and Hour	TEP - DOES Office of Wage and Hour	4058 Minnesota Ave	Administrative Support	10/2/2017	5/4/2018	30
DOES Office of Wage and Hour	TEP - DOES Office of Wage and Hour	4058 Minnesota Ave	Administrative Support	9/11/2017	12/1/2017	11
DOES Unemployment Compensation Unit Call Center	TEP - WEX Unemployment Compensation Unit Call Center	4058 Minnesota Ave	Customer Service Rep	3/14/2018	8/3/2018	20
DOES Unemployment Compensation Unit Call Center	TEP - WEX Unemployment Compensation Unit Call Center	4058 Minnesota Ave	Customer Service Rep	5/10/2017	10/27/2017	24
DPW Director's Office (TEP)	TEP - WEX - DPW Director's Office	200 14th Street	Customer Service Representative	7/16/2018	1/18/2019	26
Dudley Beauty College	Dudley Beauty College	2031 Rhode Island Avenue	Receptionist	12/10/2018	6/7/2019	25
Dudley Beauty College	Dudley Beauty College	2031 Rhode Island Avenue	Receptionist	8/13/2018	9/20/2018	5
Dudley Beauty College	Dudley Beauty College	2031 Rhode Island Avenue	administrative	3/7/2018	4/6/2018	4
Dudley Beauty College	Dudley Beauty College	2031 Rhode Island Avenue	administrative	1/10/2018	4/6/2018	12
Dudley Beauty College	Dudley Beauty College	2031 Rhode Island Avenue	administrative	12/6/2017	5/15/2018	23
Dudley Beauty College	Dudley Beauty College	2031 Rhode Island Avenue	administrative	9/6/2017	11/3/2017	8
Dudley Beauty College	Dudley Beauty College	2031 Rhode Island Avenue	administrative	4/20/2017	10/25/2017	27
Eclectic Cafe	Eclectic Cafe	4058-C Minnesota Ave	Food Service Crew	10/30/2017	11/7/2017	1
Eclectic Cafe	Eclectic Cafe	4058-C Minnesota Ave	Food Service Crew	10/11/2017	10/20/2017	1
Edgewood Commons 601	Edgewood Commons 601	601 Edgewood Street, NE	Administrative Assistant	3/13/2018	7/13/2018	17
Edgewood Community Services	Edgewood Community Services	6810 Grieg St.	TEP-Work Experience	8/13/2018	8/13/2018	0
Edgewood M st.	Edgewood M st.	400 M st. SE	TEP - Maintenance Worker	9/5/2017	1/12/2018	18
Edgewood M st.	Edgewood M st.	400 M st. SE	TEP - Maintenance Worker	8/7/2017	2/9/2018	26
Edgewood M st.	Edgewood M st.	400 M st. SE	TEP - Maintenance Worker	8/7/2017	2/2/2018	25
Edgewood M st.	Edgewood M st.	400 M st. SE	TEP - Maintenance Worker	7/24/2017	1/26/2018	26
Equity Management II / Three Tree Flats	Equity Management II / Three Tree Flats -	3910 Georgia Ave	TEP - Maintenance Worker	2/6/2017	5/11/2018	65

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Excel Automotive Institute	Excel Automotive Institute	1235 Kenilworth Ave,NE	Administrative Assistant	4/2/2018	10/5/2018	26
Excel Automotive Institute	Excel Automotive Institute	1235 Kenilworth Ave,NE	Maintenance Tech/Porter	4/2/2018	9/4/2018	22
Excel Automotive Institute	Excel Automotive Institute	1235 Kenilworth Ave,NE	Maintenance Tech/Porter	10/11/2017	10/18/2017	1
Excel Automotive Institute	Excel Automotive Institute	1235 Kenilworth Ave,NE	Administrative Assistant	10/2/2017	10/6/2017	0
Falafel Shop	TEP - Falafel Shop	2425 18th Street	Kitchen Prep	5/7/2017	11/17/2017	27
Family Preservation Services of DC Inc.	Family Preservation Services of DC Inc. -	3341 Benning Rd	tep work experience	4/24/2017	11/3/2017	27
Fast Signs	Fast Signs	617 Rhode Island Ave NE	TEP - Printing Assistant	8/21/2018	2/22/2019	26
Fast Signs	Fast Signs	617 Rhode Island Ave NE	TEP - Printing Assistant	4/23/2018	7/23/2018	13
Fast Signs	Fast Signs	617 Rhode Island Ave NE	TEP - Printing Assistant	8/22/2017	2/23/2018	26
Fast Signs	Fast Signs	617 Rhode Island Ave NE	TEP - Printing Assistant	8/7/2017	1/12/2018	22
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	3/12/2018	7/6/2018	16
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	3/12/2018	3/12/2018	0
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	3/7/2018	5/4/2018	8
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	2/14/2018	5/4/2018	11
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	12/13/2017	12/13/2017	0
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	9/26/2017	11/3/2017	5
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	5/23/2017	1/5/2018	32
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	5/15/2017	11/10/2017	25
Federal City Recovery - Bellevue	TEP - WEX - Federal City Recovery-Bellevue	920 Bellevue St	receptionist	5/1/2017	11/24/2017	29
Federal City Recovery Service (Raleigh Place)	Federal City Recovery Service (Raleigh Place)	601 Raleigh Place,	Monitor Assistant	4/16/2018	11/16/2018	30
Finishing Trades Institute - Union 51	Finishing Trades Institute - Union 51	4700 Boston Way	Glazier Apprentice	1/8/2018	2/9/2018	4
Finishing Trades Institute - Union 51	Finishing Trades Institute - Union 51	4700 Boston Way	Glazier Apprentice	1/8/2018	2/9/2018	4
Finishing Trades Institute - Union 51	Finishing Trades Institute - Union 51	4700 Boston Way	Glazier Apprentice	1/8/2018	2/9/2018	4
Finishing Trades Institute - Union 51	Finishing Trades Institute - Union 51	4700 Boston Way	Glazier Apprentice	1/8/2018	2/9/2018	4
Finishing Trades Institute - Union 51	Finishing Trades Institute - Union 51	4700 Boston Way	Glazier Apprentice	1/8/2018	2/9/2018	4
Finishing Trades Institute - Union 51	Finishing Trades Institute - Union 51	4700 Boston Way	Glazier Apprentice	1/8/2018	2/9/2018	4
Finishing Trades Institute - Union 51	Finishing Trades Institute - Union 51	4700 Boston Way	Glazier Apprentice	1/8/2018	2/9/2018	4
First Baptist Senior Center	First Baptist Senior Center	715 Randolph st. NW	TEP - Custodian	6/11/2018	10/26/2018	19
First Baptist Senior Center	First Baptist Senior Center	715 Randolph st. NW	TEP - Custodian	12/11/2017	3/12/2018	13
First Baptist Senior Center	First Baptist Senior Center	715 Randolph st. NW	TEP - Custodian	12/5/2017	6/8/2018	26
First Baptist Senior Center	First Baptist Senior Center	715 Randolph st. NW	TEP - Custodian	9/18/2017	3/16/2018	25
Forest Glen Main Master Tenant, LLC	Forest Glen Main Master Tenant	9615 Dewitt Street	Porter	3/12/2018	4/4/2018	3
Forest Glen Maul Master LLC	Forest Glen Maul Master LLC	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	1/8/2018	4/27/2018	15
Forest Glen Maul Master LLC	Forest Glen Maul Master LLC	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	5/31/2017	1/5/2018	31
Forest Glen Maul Master LLC	Forest Glen Maul Master LLC	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	5/31/2017	1/5/2018	31
Forest Glen Maul Master, LLC	Forest Glen Maul Master, LLC	9615 Dewitt Drive	Painter	8/28/2017	3/2/2018	26
Foster House Apartments	Foster House Apartments	801 Rhode Island	Clerical Admin	12/31/2018	6/28/2019	25
Foster House Apartments	Foster House Apartments	801 Rhode Island	Porter	12/31/2018	6/28/2019	25

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Foster House Apartments	Foster House Apartments	801 Rhode Island	Porter	11/12/2018	5/10/2019	25
Foster House Apartments	Foster House Apartments	801 Rhode Island	Clerical Admin	11/12/2018	1/4/2019	7
Foster House Apartments	Foster House Apartments	801 Rhode Island	Clerical Admin	11/12/2018	11/30/2018	2
Foster House Apartments	Foster House Apartments	801 Rhode Island	Porter	8/21/2018	2/22/2019	26
Foster House Apartments	Foster House Apartments	801 Rhode Island	Porter	8/21/2018	10/23/2018	9
Foster House Apartments	Foster House Apartments	801 Rhode Island	Porter	4/3/2018	10/5/2018	26
Frederick Douglass Apartment Complex	Frederick Douglass Apartment Complex	1438 Cedar st. SE	TEP - Maintenance Worker	6/5/2017	10/13/2017	18
Frederick Douglass Apartment Complex	Frederick Douglass Apartment Complex	1438 Cedar st. SE	TEP - Maintenance Worker	5/31/2017	12/1/2017	26
Frederick Douglass Apartment Complex	Frederick Douglass Apartment Complex	1438 Cedar st. SE	TEP - Maintenance Worker	5/16/2017	10/20/2017	22
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	1/14/2019	7/12/2019	25
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	11/12/2018	3/29/2019	19
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	9/19/2018	3/22/2019	26
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	4/2/2018	9/7/2018	22
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	4/2/2018	5/18/2018	6
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	12/19/2017	1/9/2018	3
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	12/18/2017	2/13/2018	8
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	10/9/2017	2/2/2018	16
Friendship Court Apt	Friendship Court Apt	4632 Livingston rd se #B-1	TEP - Maintenance Worker	4/24/2017	10/20/2017	25
Gatari Child Development Center	Gatari Child Development Cente	2628 Bladensburg Road	Teacher	4/3/2018	6/8/2018	9
Gatari Child Development Center	Gatari Child Development Cente	2628 Bladensburg Road	Teacher Assistant	1/29/2018	3/9/2018	5
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	1/7/2019	7/12/2019	26
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	12/10/2018	1/18/2019	5
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Georgetown University	Georgetown University - Pivot Program	640 Massachusetts Avenue, NW	Georgetown Pivot Training Program	11/12/2018	9/13/2019	43
Gibson Plaza	Gibson Plaza	1301 7th Street NE WDC	TEP - Maintenance Worker	8/27/2018	3/1/2019	26
Gibson Plaza	Gibson Plaza	1301 7th Street NE WDC	TEP - Maintenance Worker	1/16/2018	1/24/2018	1

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Gibson Plaza	Gibson Plaza	1301 7th Street NE WDC	TEP - Maintenance Worker	11/20/2017	12/22/2017	4
Gibson Plaza	Gibson Plaza	1301 7th Street NE WDC	TEP - Maintenance Worker	11/20/2017	12/19/2017	4
Glendale Plaza	TEP - WEX - Glendale Plaza	4651 Nannie Helen Burroughs Ave	Porter	10/3/2018	12/5/2018	9
Glendale Plaza	TEP - WEX - Glendale Plaza	4651 Nannie Helen Burroughs Ave	Porter	8/1/2017	2/2/2018	26
Golden Rule Plaza	Golden Rule Plaza -	1050 New Jersey Ave	TEP - Work Experience-	6/20/2018	11/14/2018	21
Golden Rule Plaza	Golden Rule Plaza -	1050 New Jersey Ave	TEP - Work Experience-	6/18/2018	12/21/2018	26
Golden Rule Plaza	Golden Rule Plaza -	1050 New Jersey Ave	TEP - Work Experience-	12/18/2017	6/15/2018	25
Good Food Market	Good Food Market	2006 Rhode Island Ave,NE	Warehouse Staff	7/12/2017	11/17/2017	18
Goodwill-Arlington	Goodwill-Arlington	10 South Glebe Rd	TEP - Warehouse Worker	2/1/2018	3/9/2018	5
Goodwill-Arlington	Goodwill-Arlington	10 South Glebe Rd	TEP - Warehouse Worker	2/1/2018	3/9/2018	5
Goodwill-Forestville	Goodwill-Forestville	8030 Cryden Way	TEP - Warehouse Worker	9/13/2017	2/2/2018	20
Grant Associates, Inc	Grant Associates Inc	810 Potomac Avenue, SE	Office Support	12/26/2018	3/22/2019	12
Grant Associates, Inc	Grant Associates Inc	810 Potomac Avenue, SE	Office Support	12/5/2018	12/19/2018	2
Grant Associates, Inc	Grant Associates Inc	810 Potomac Avenue, SE	Office Support	11/20/2018	5/17/2019	25
Grant Associates, Inc	Grant Associates Inc	810 Potomac Avenue, SE	Office Support	11/5/2018	5/3/2019	25
Grant Associates, Inc	Grant Associates Inc	810 Potomac Avenue, SE	Cleaner	11/5/2018	11/20/2018	2
Green Energy	TEP - Green Energy	8181 Professional Place	Administrative Support	12/13/2017	12/15/2017	0
Green Valley Apartments	Green Valley Apartments	2412 Franklin st. NE	TEP - Maintenance Worker	4/18/2017	10/27/2017	27
Guardian Angels Child Development and Learning Center	TEP - Guardian Angels Child Development and Learning Center	1814 Central Place	Teaching Assistant	10/9/2017	1/5/2018	12
Guardian Angels Child Development and Learning Center	TEP - Guardian Angels Child Development and Learning Center	1814 Central Place	Teaching Assistant	10/3/2017	4/20/2018	28
Hackett's funeral Chapel inc	Hackett's funeral Chapel inc	814 Upshur Street, NW	Janitor Maintenance	12/4/2017	3/7/2018	13
Healthy Dog LLC DBA Bonnies Dog&Cat Grooming	Healthy Dog LLC DBA BonniesDog	1364 E Street,	Groomer Assistant	1/29/2018	4/20/2018	11
Henson Ridge	Henson Ridge -	1804 Alabama ave	Administrative Assistant	12/10/2018	6/7/2019	25
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	10/3/2018	3/8/2019	22
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	10/1/2018	11/29/2018	8
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	5/29/2018	8/9/2018	10
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	5/2/2018	7/13/2018	10
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	1/23/2018	5/4/2018	14
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	1/23/2018	3/22/2018	8
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	1/10/2018	6/1/2018	20
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	6/26/2017	11/10/2017	19
Henson Ridge	Henson Ridge -	1804 Alabama ave	Maintenance	5/24/2017	10/6/2017	19
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	1/8/2019	7/12/2019	26
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	11/5/2018	5/3/2019	25
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	11/5/2018	5/3/2019	25
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	9/12/2018	9/12/2018	0
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	7/11/2018	8/29/2018	7
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	7/11/2018	8/17/2018	5
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	4/30/2018	8/24/2018	16
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	3/14/2018	7/13/2018	17
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	1/16/2018	4/13/2018	12
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	11/6/2017	4/13/2018	22
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	9/25/2017	2/2/2018	18
Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	9/20/2017	10/6/2017	2

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Highland Ridge Apartments	Highland Ridge Apartments	1201 Benning Rd	TEP - Maintenance Worker	9/5/2017	1/26/2018	20
Highland Ridge Leasing	Highland Ridge Leasing	1201 Benning Road	Porter	1/8/2019	7/12/2019	26
Highland Ridge Leasing	Highland Ridge Leasing	1201 Benning Road	Administrative Assistant	9/12/2018	3/15/2019	26
Highland Ridge Leasing	Highland Ridge Leasing	1201 Benning Road	Administrative Assistant	8/21/2018	2/22/2019	26
Highland Ridge Leasing	Highland Ridge Leasing	1201 Benning Road	Maintenance	7/11/2018	8/17/2018	5
HIPS	TEP - WorkExperience - HIPS	906 H Street	Administrative Assistant	9/19/2017	1/19/2018	17
Homes for Hope, Inc.	Homes for Hope, Inc.	3009 G Street,	Administrative Assistant	4/2/2018	6/22/2018	11
Homes for Hope, Inc.	Homes for Hope, Inc.	3009 G Street,	Administrative Assistant	3/28/2018	9/28/2018	26
Homes for Hope, Inc.	Homes for Hope, Inc.	3009 G Street,	Administrative Assistant	2/26/2018	2/26/2018	0
House of Lebanon - Columbus Properties	House of Lebanon	27 O Street ,NW	Porter	11/28/2018	5/31/2019	26
House of Lebanon - Columbus Properties	House of Lebanon	27 O Street ,NW	Porter	9/16/2018	11/20/2018	9
House of Lebanon - Columbus Properties	House of Lebanon	27 O Street ,NW	Porter	7/18/2018	9/14/2018	8
House of Lebanon - Columbus Properties	House of Lebanon	27 O Street ,NW	Porter	7/16/2018	10/10/2018	12
House of Lebanon - Columbus Properties	House of Lebanon	27 O Street ,NW	Porter	3/12/2018	7/23/2018	19
House of Lebanon - Columbus Properties	House of Lebanon	27 O Street ,NW	Porter	3/7/2018	4/13/2018	5
HP Pest Solutions	HP Pest Solutions	4504 forbes Blvd,	Trainee Technician	8/21/2018	2/22/2019	26
HP Pest Solutions	HP Pest Solutions	4504 forbes Blvd,	Trainee Technician	7/11/2018	11/19/2018	19
Humanity in Transition, Inc.	Humanity in Transition, Inc.	155 Ridge Road, SE	Direct Support Professional	1/8/2019	7/12/2019	26
Huntwood Courts	Huntwood Courts	5000 Hunt St, NE	Porter	10/8/2018	4/5/2019	25
Huntwood Courts	Huntwood Courts	5000 Hunt St, NE	Porter	8/7/2018	2/8/2019	26
Huntwood Courts	Huntwood Courts	5000 Hunt st. NE	TEP-Work experience	3/5/2018	9/10/2018	27
Huntwood Courts	Huntwood Courts	5000 Hunt st. NE	TEP-Work experience	2/14/2018	2/16/2018	0
Huntwood Courts	Huntwood Courts	5000 Hunt st. NE	TEP-Work experience	1/29/2018	7/27/2018	25
Huntwood Courts	Huntwood Courts	5000 Hunt st. NE	TEP-Work experience	1/24/2018	2/6/2018	2
Huntwood Courts	Huntwood Courts	5000 Hunt st. NE	TEP-Work experience	1/17/2018	5/18/2018	17
Huntwood Courts	Huntwood Courts	5000 Hunt st. NE	TEP-Work experience	8/28/2017	2/2/2018	22
Hyatt Place Washington DC- CSOSA	TEP - WEX - Hyatt Place Washington DC - CSOSA	400 E Street	Hyatt CSOSA Intern	6/4/2018	6/20/2018	2
Hyatt Place Washington DC- CSOSA	TEP - WEX - Hyatt Place Washington DC - CSOSA	400 E Street	Hyatt CSOSA Intern	2/19/2018	3/2/2018	1
Hyatt Place Washington DC- CSOSA	TEP - WEX - Hyatt Place Washington DC - CSOSA	400 E Street	Hyatt CSOSA Intern	2/13/2018	3/9/2018	3
Hyatt Place Washington DC- CSOSA	TEP - WEX - Hyatt Place Washington DC - CSOSA	400 E Street	Hyatt CSOSA Intern	9/18/2017	3/23/2018	26
Hyatt Place Washington DC- CSOSA	TEP - WEX - Hyatt Place Washington DC - CSOSA	400 E Street	Hyatt CSOSA Intern	9/18/2017	11/17/2017	8
IME Services	IME Services	1211 Connecticut Ave	TEP - Administrative Assistant	1/16/2018	2/23/2018	5
IME Services	IME Services	1211 Connecticut Ave	TEP - Administrative Assistant	9/5/2017	12/29/2017	16
Inclusive Innovations Incubator	Inclusive Innovations Incubator	2301 Georgia Ave,	Facilities Assistant	1/4/2018	7/6/2018	26
Inclusive Innovations Incubator	Inclusive Innovations Incubator	2301 Georgia Ave,	Front Desk Receptionist	1/4/2018	5/25/2018	20
Industrial Bank	Industrial Bank - Georgia Avenue	4812 Georgia Ave,	Commercial Loan Administrative Assistant	8/6/2018	11/30/2018	16
Interns4Hire.com	Interns4Hire.com	201 Ritchie Road,	Customer Service Rep	5/14/2018	6/22/2018	5
Interns4Hire.com	Interns4Hire.com	201 Ritchie Road,	Customer Service Rep	4/23/2018	5/18/2018	3
J.W. King Senior Center	J.W. King Senior Center -	4638 H St	TEP - Work Experience-	8/7/2018	2/8/2019	26
J.W. King Senior Center	J.W. King Senior Center -	4638 H St	TEP - Work Experience-	12/6/2017	7/13/2018	31
J.W. King Senior Center	J.W. King Senior Center -	4638 H St	TEP - Work Experience-	12/5/2017	4/2/2018	17
J.W. King Senior Center	J.W. King Senior Center -	4638 H St	TEP - Work Experience-	10/4/2017	11/20/2017	7
J.W. King Senior Center	J.W. King Senior Center -	4638 H St	TEP - Work Experience-	10/3/2017	11/20/2017	7
Jackpot Janitorial & Commercial Services, LLC	Jackpot Janitorial & Commercial Services, LLC	800 Maine St,	Day Porter	5/30/2018	8/17/2018	11
Jackpot Janitorial & Commercial Services, LLC	Jackpot Janitorial & Commercial Services, LLC	800 Maine St,	Day Porter	5/30/2018	6/11/2018	2
Joint Center for Political & Economic Studies	Joint Center for Political & Economic Studies	633 Pennsylvania Ave,	Administrative Assistant	3/21/2018	3/21/2018	0
JW Marriott	JW Marriott	1331 Pennsylvania Ace	Stewarding/Utility	10/1/2018	3/29/2019	25

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JW Marriott	JW Marriott	1331 Pennsylvania Ace	Stewarding/Utility	12/12/2017	3/16/2018	13
Katie Helen's Family Service Center - TEP (2017)	TEP - WEX - Katie Helen's Family Service Center	1231 Good Hope Rd	Office Support Staff	1/9/2019	7/12/2019	26
Katie Helen's Family Service Center - TEP (2017)	TEP - WEX - Katie Helen's Family Service Center	1231 Good Hope Rd	Office Support Staff	1/9/2019	7/12/2019	26
Kaye Stern-Forrester St	Kaye Stern-Forrester St	76 Forrester St SW	Office Assistant	9/11/2018	2/8/2019	21
Kaye Stern-Forrester St	Kaye Stern-Forrester St	76 Forrester St SW	TEP - Leasing Specialist	6/5/2017	12/29/2017	29
Kiddie University	Kiddie University	806 H Street,	Lead Teacher	8/22/2018	12/20/2018	17
Kirstin's Haven, Inc.	Kirstin's Haven - Camp Springs	5801 Allentown Road,	Administrative Assistant	6/20/2018	9/5/2018	11
Kirstin's Haven, Inc.	Kirstin's Haven - Camp Springs	5801 Allentown Road,	Administrative Assistant	4/2/2018	8/10/2018	18
KRA Corporation _ DC	KRA Corporation _ DC	3847 Alabama Ave,SE	Case Manager	8/6/2018	2/8/2019	26
Lamar Locksmith LLC	Lamar Locksmith LLC	4020 Bladensburg Rd	Locksmith	8/13/2018	2/15/2019	26
Lamar Locksmith LLC	Lamar Locksmith LLC	4020 Bladensburg Rd	Locksmith	1/8/2018	3/16/2018	9
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	9/5/2018	3/8/2019	26
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	6/27/2018	9/25/2018	13
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	6/18/2018	9/21/2018	13
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	4/10/2018	6/22/2018	10
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	4/9/2018	7/23/2018	15
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	9/18/2017	10/27/2017	5
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	7/3/2017	12/15/2017	23
Langston Lane Apartments	TEP - WEX - Langston Lane Apartments	2726 Langston Place	maintenance/porter	7/3/2017	11/24/2017	20
Latin American Youth Center - LAYC	Latin American Youth Center - LAYC	1419 Columbia Rd,	IT Training Intern	7/11/2018	2/1/2019	29
Lawyers Committee for Civil Ri	Lawyers Committee for Civil Ri	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	10/15/2018	4/19/2019	26
Lawyer's Committee for Civil Rights Under Law	Lawyer's Committee for Civil Rights Under the Law	1500 K Street, NW	Customer Service Receptionist Trainee	12/17/2018	3/29/2019	14
Lawyer's Committee for Civil Rights Under Law	TEP -WEX - Lawyers Committee for Civil Rights Under Law	1401 New York Ave	Receptionist	11/14/2017	5/18/2018	26
Lawyer's Committee for Civil Rights Under Law	TEP -WEX - Lawyers Committee for Civil Rights Under Law	1401 New York Ave	Receptionist	4/25/2017	10/13/2017	24
Little Jewels CDC	Little Jewels CDC	5216 Sheriff Road,	Teacher's Aide	8/2/2018	9/28/2018	8
Little Jewels CDC	Little Jewels CDC	5216 Sheriff Road,	Teacher's Aide	8/1/2018	11/2/2018	13
LOfft Contractors Inc	LOfft Contractors Inc	616 Kennedy st, NW	TEP - Office assistant	10/2/2017	2/23/2018	20
Lord of the Pies, LLC	TEP - Lord of the Pies, LLC	1369 New York Ave	Kitchen Utility Staff	7/12/2017	1/19/2018	27
Lutheran Church of the Reformation	Lutheran Church of the Reformation	212 East Capitol Street,	Office/Food Pantry Assistance	9/24/2018	12/21/2018	12
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	12/31/2018	6/28/2019	25
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	12/31/2018	6/8/2019	22
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	12/3/2018	6/7/2019	26
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	12/3/2018	12/17/2018	2
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	7/18/2018	8/31/2018	6
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	3/26/2018	10/1/2018	27
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	3/26/2018	8/16/2018	20
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	3/26/2018	4/27/2018	4
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	3/26/2018	4/26/2018	4
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	3/26/2018	3/26/2018	0
Lynn Property Management,LLC	Lynn Property - 28th St	1741 28th Street, SE	Porter	3/26/2018	3/26/2018	0
M&M Residential Services Inc	TEP - WEX - M&M Residential Services Inc	623 Melon Street	Residential Care Aide	1/31/2018	2/2/2018	0
Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	7/31/2018	2/1/2019	26
Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	7/31/2018	8/3/2018	0
Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	2/12/2018	8/10/2018	25
Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	2/12/2018	7/20/2018	22
Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	2/12/2018	7/6/2018	20
Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	10/4/2017	12/22/2017	11

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Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	10/3/2017	1/19/2018	15
Madison Courts Apartments	Madison Courts Apartments	32 Chesapeake st. SW	TEP - Maintenance Worker	7/17/2017	3/2/2018	32
Manley Science and Technology Center	Manley Science and Technology Center -	4628 H Street	Childcare Teacher	10/3/2018	3/8/2019	22
Mars2Cars, Inc	Mars2Cars, Inc	6010 Dix St	Administrative Assistant (Office Manager Trainee)	12/3/2018	6/7/2019	26
Mars2Cars, Inc	Mars2Cars, Inc	6010 Dix St	Auto Tech (Mechanic Trainee)	7/9/2018	9/7/2018	8
Marshall Heights Community Development Organization	Marshall Heights Community Development Organization	3939 Benning Rd,	Administrative Assistant	8/1/2018	2/1/2019	26
Marshall Heights Community Development Organization	Marshall Heights Community Development Organization	3939 Benning Rd,	Administrative Assistant	6/27/2018	7/6/2018	1
Martha's Table	Martha's Table	2735 Elvans Road,	Community Supports Assistant	7/23/2018	10/26/2018	13
Mayfair Mansions Apartment	TEP- WorkExperience - Mayfair Mansions Apartment	3744 1/2 Hayes st. NE	TEP - Maintenance Worker	10/29/2018	3/8/2019	18
Mayfair Mansions Apartment	TEP- WorkExperience - Mayfair Mansions Apartment	3744 1/2 Hayes st. NE	TEP - Maintenance Worker	10/29/2018	3/1/2019	17
Mayfair Mansions Apartment	TEP- WorkExperience - Mayfair Mansions Apartment	3744 1/2 Hayes st. NE	TEP - Maintenance Worker	8/27/2018	8/27/2018	0
Mayfair Mansions Apartment	TEP- WorkExperience - Mayfair Mansions Apartment	3744 1/2 Hayes st. NE	TEP - Maintenance Worker	2/14/2018	6/22/2018	18
Mayfair Mansions Apartment	TEP- WorkExperience - Mayfair Mansions Apartment	3744 1/2 Hayes st. NE	TEP - Maintenance Worker	2/14/2018	2/16/2018	0
Mayfair Mansions Apartment	TEP- WorkExperience - Mayfair Mansions Apartment	3744 1/2 Hayes st. NE	TEP - Maintenance Worker	1/29/2018	2/9/2018	1
Mayfair Mansions Apartment	TEP- WorkExperience - Mayfair Mansions Apartment	3744 1/2 Hayes st. NE	TEP - Maintenance Worker	4/17/2017	10/20/2017	26
Mayor's Office of Latino Affairs	Mayor's Office of Latino Affairs	2000 14th Street,	Administrative\Outreach Assistant	6/11/2018	8/15/2018	9
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Porter	8/6/2018	2/8/2019	26
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Administrative Assistant	8/1/2018	2/1/2019	26
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Maintenance Technician	8/1/2018	10/5/2018	9
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Maintenance Technician	7/31/2018	11/23/2018	16
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Administrative Assistant	5/9/2018	6/10/2018	5
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Administrative Assistant	4/5/2018	4/27/2018	3
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Porter	12/6/2017	5/7/2018	22
Meadowbrook Run	Meadowbrook Run	3647 6th Street, NW	Porter	10/30/2017	6/1/2018	30
Medstar - Washington Hospital Center	Medstar - Washington Hospital Center -	110 Irving St.	Customer Service Rep	9/5/2018	12/21/2018	15
Medstar - Washington Hospital Center	Medstar - Washington Hospital Center -	110 Irving St.	Customer Service Rep	4/30/2018	5/18/2018	2
Medstar - Washington Hospital Center	Medstar - Washington Hospital Center -	110 Irving St.	Customer Service Rep	4/23/2018	7/20/2018	12
Medstar - Washington Hospital Center	Medstar - Washington Hospital Center -	110 Irving St.	Customer Service Rep	4/17/2018	11/30/2018	32
Medstar - Washington Hospital Center	Medstar - Washington Hospital Center -	110 Irving St.	Customer Service Rep	2/1/2018	2/1/2018	0
Medstar - Washington Hospital Center	Medstar - Washington Hospital Center -	110 Irving St.	Customer Service Rep	1/24/2018	7/20/2018	25
Mess Hall	Mess Hall	703 Edgewood Street, NE	Custodian	3/6/2018	3/9/2018	0
Mess Hall	Mess Hall	703 Edgewood Street, NE	Custodian	1/24/2018	2/12/2018	3
Mess Hall	Mess Hall	703 Edgewood Street, NE	Custodian	12/4/2017	12/29/2017	3
Mess Hall	Mess Hall	703 Edgewood Street, NE	Custodian	10/23/2017	12/29/2017	9
Mess Hall	Mess Hall	703 Edgewood Street, NE	Custodian	7/18/2017	11/10/2017	16
Metro Village Apartments	Residential One - Metro Village Apartments	7053 Spring Place, NW	Admin Asst/Porter	12/18/2018	12/18/2018	0
Metro Village Apartments	Residential One - Metro Village Apartments	7053 Spring Place, NW	Admin Asst/Porter	11/12/2018	5/17/2019	26
Metro Village Apartments	Metro Village Apartments	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	4/23/2018	9/13/2018	20
Metro Village Apartments	Residential One - Metro Village Apartments	7053 Spring Place, NW	Admin Asst/Porter	1/10/2018	2/2/2018	3

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Metro Village Apartments	Residential One - Metro Village Apartments	7053 Spring Place, NW	Admin Asst/Porter	9/18/2017	3/16/2018	25
Metropolitan Community Church	Metropolitan Community Church	474 Ridge st. NW	TEP - Maintenance Worker	10/25/2017	1/26/2018	13
Momma's Safe Haven	Momma's Safe Haven	3227 Dubois Place, SE	Community Outreach	8/6/2018	9/28/2018	7
Mt. Rainier Artist Loft	TEP- WEX - Mt. Rainier Artist Loft	3311 Rhode Island Ave	Porter	4/3/2017	10/6/2017	26
National Childrens Center (TEP 2017)	TEP - WEX - National Childrens Center	3400 Martin Luther King Jr Ave	Administrative Assistant	10/30/2017	3/12/2018	19
National Childrens Center (TEP 2017)	TEP - WEX - National Childrens Center	3400 Martin Luther King Jr Ave	Administrative Assistant	10/2/2017	11/17/2017	6
National Childrens Center (TEP 2017)	TEP - WEX - National Childrens Center	3400 Martin Luther King Jr Ave	Administrative Assistant	6/7/2017	1/5/2018	30
National Congress of Black women	NationalCongressof Black women	1250 4th Street,	Administrative Assistant	10/30/2017	7/31/2018	39
National Congress of Black Women, Inc	TEP - WEX - National Congress for Black Women, Inc	1250 4th St	Administrative Assistant	10/30/2017	4/27/2018	25
New Legacy Business Solutions	New Legacy Business Solutions	8181 Professional Place, Suite 110	Adminstrative Office Assistant	5/2/2018	6/23/2018	7
New Parkway Apartments	New Parkway Apartments	4403 23rd Parkway	TEP - Maintenance Worker	1/10/2018	4/24/2018	15
New Parkway Apartments	New Parkway Apartments	4403 23rd Parkway	TEP - Maintenance Worker	1/2/2018	5/15/2018	19
New Parkway Apartments	New Parkway Apartments	4403 23rd Parkway	TEP - Maintenance Worker	1/2/2018	3/7/2018	9
New Parkway Apartments	New Parkway Apartments	4403 23rd Parkway	TEP - Maintenance Worker	6/5/2017	12/8/2017	26
New Parkway Apartments	New Parkway Apartments	4403 23rd Parkway	TEP - Maintenance Worker	3/27/2017	10/13/2017	28
Nursing Academy Assistant - DCCC	Nursing Academy Assistant - DCCC	1418 Pennsylvania Ave	Admission Coordinator	9/17/2018	1/25/2019	18
Nursing Academy Assistant - DCCC	Nursing Academy Assistant - DCCC	1418 Pennsylvania Ave	Admission Coordinator	10/4/2017	2/5/2018	18
OAW Trucking LLC	OAW Trucking LLC	4250 Kenilworth Ave	CDL Drivers	10/22/2018	4/19/2019	25
OAW Trucking LLC	OAW Trucking LLC	4250 Kenilworth Ave	CDL Drivers	10/22/2018	10/22/2018	0
OCP Surplus Property	OCP Surplus Property	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	10/15/2018	3/22/2019	22
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	9/10/2018	3/8/2019	25
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	9/10/2018	3/8/2019	25
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	7/23/2018	1/25/2019	26
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	2/13/2018	5/15/2018	13
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	11/14/2017	5/2/2018	24
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	11/14/2017	3/20/2018	18
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	11/14/2017	3/9/2018	16
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	6/26/2017	10/27/2017	17
OCP Surplus Property	OCP - Surplus Property	2100 Adams Place, NE	Material Handler/Asset Management	6/26/2017	10/20/2017	16
OCTO Administered Company	CIH Properties-Sibley Plaza	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	9/16/2018	8/17/2018	-5
OCTO Administered Company	Stanton Park Apartments	1811 Gainesville St,SE	TEP - Maintenance Worker	12/27/2017	6/29/2018	26
OCTO Administered Company	Stanton Park Apartments	1811 Gainesville St,SE	TEP - Maintenance Worker	12/27/2017	6/29/2018	26
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	4/30/2018	6/15/2018	6
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	3/13/2018	7/27/2018	19
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	3/13/2018	5/30/2018	11
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	3/5/2018	3/5/2018	0
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	12/12/2017	8/17/2018	35
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	8/7/2017	2/9/2018	26
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	7/9/2017	11/17/2017	18
Office of Attorney General	Office of Attorney General	441 4th Street NW #1090	TEP-Work Experience	5/15/2017	11/17/2017	26
Office of Council Member Trayon White (TEP)	TEP - WEX - Office of Council Member Trayon White (TEP)	1350 Pennsylvania Ave	Receptionist/Office Assistant	10/15/2018	4/12/2019	25

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Office of Council Member Trayon White (TEP)	TEP - WEX - Office of Council Member Trayon White (TEP)	1350 Pennsylvania Ave	Receptionist/Office Assistant	2/19/2018	8/17/2018	25
Office of Council Member Trayon White (TEP)	TEP - WEX - Office of Council Member Trayon White (TEP)	1350 Pennsylvania Ave	Receptionist/Office Assistant	1/29/2018	10/12/2018	36
Office of Council Member Trayon White (TEP)	TEP - WEX - Office of Council Member Trayon White (TEP)	1350 Pennsylvania Ave	Receptionist/Office Assistant	12/18/2017	1/5/2018	2
Office of Council Member Trayon White (TEP)	TEP - WEX - Office of Council Member Trayon White (TEP)	1350 Pennsylvania Ave	Receptionist/Office Assistant	12/18/2017	12/18/2017	0
Office of Council Member Trayon White (TEP)	TEP - WEX - Office of Council Member Trayon White (TEP)	1350 Pennsylvania Ave	Receptionist/Office Assistant	4/3/2017	12/15/2017	36
Office of Council Member Trayon White (TEP)	TEP - WEX - Office of Council Member Trayon White (TEP)	1350 Pennsylvania Ave	Receptionist/Office Assistant	4/3/2017	10/3/2017	26
Office of Council Member Vincent Gray	Office of Council Member Vincent Gray	1350 Pennsylvania Avenue, NW, Suite 406	Administrative Assistant	10/9/2018	4/12/2019	26
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Outreach Coordinator	9/10/2018	1/7/2019	17
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Outreach Coordinator	9/10/2018	9/28/2018	2
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	7/17/2018	9/21/2018	9
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	7/9/2018	8/3/2018	3
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	7/5/2018	7/6/2018	0
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/26/2018	9/21/2018	12
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/26/2018	9/21/2018	12
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/26/2018	9/21/2018	12
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/25/2018	9/21/2018	12
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/21/2018	13
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	9/7/2018	11
Office of Neighborhood Safety & Engagement	Office of Neighborhood Safety & Engagement	100 42nd St.	Pathway Ambassadors Training	6/18/2018	8/3/2018	6
Office Of Partnership and Gran	Office Of Partnership and Gran	4058 Minnesota Avenue NE, Suite 200	TEP - Work Experience	8/13/2018	2/15/2019	26
Office Of Partnership and Grants	Office Of Partnership and Grants	1350 Pennsylvania ave NW, #324	TEP - Work Experience-	9/18/2017	3/16/2018	25

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Office Of Partnership and Grants	Office Of Partnership and Grants	1350 Pennsylvania ave NW, #324	TEP - Work Experience-	4/10/2017	10/13/2017	26
Office of Returning Citizen Affairs	Office of Returning Citizen Affairs	2100 Martin Luther King Jr. Ave	TEP-ORCA	7/11/2018	10/8/2018	13
Office of Returning Citizen Affairs	Office of Returning Citizen Affairs	2100 Martin Luther King Jr. Ave	TEP-ORCA	4/23/2018	8/24/2018	17
Office of Returning Citizen Affairs	Office of Returning Citizen Affairs	2100 Martin Luther King Jr. Ave	TEP-ORCA	2/14/2018	4/13/2018	8
Office of Returning Citizen Affairs	Office of Returning Citizen Affairs	2100 Martin Luther King Jr. Ave	TEP-ORCA	2/7/2018	6/18/2018	19
Office of Returning Citizen Affairs	Office of Returning Citizen Affairs	2100 Martin Luther King Jr. Ave	TEP-ORCA	2/7/2018	2/16/2018	1
Office of Returning Citizen Affairs	Office of Returning Citizen Affairs	2100 Martin Luther King Jr. Ave	TEP-ORCA	10/30/2017	4/27/2018	25
Office of Returning Citizen Affairs	Office of Returning Citizen Affairs	2100 Martin Luther King Jr. Ave	TEP-ORCA	9/5/2017	12/28/2017	16
Office of the Attorney General	Office of the Attorney General	441 4th St,	Program Support Assistant	5/7/2018	2/1/2019	38
Office of the Attorney General	Office of the Attorney General	441 4th St,	Program Support Assistant	12/11/2017	2/16/2018	9
Office of the State Superintendent of Education (DOES)	TEP - WEX - Office of the State Superintendent of Education (DOES)	4058 Minnesota Ave	Administrative Assistant	5/15/2018	3/29/2019	45
Office of the State Superintendent of Education (DOES)	TEP - WEX - Office of the State Superintendent of Education (DOES)	4058 Minnesota Ave	Administrative Assistant	12/5/2017	1/11/2018	5
Office of the State Superintendent of Education (DOES)	TEP - WEX - Office of the State Superintendent of Education (DOES)	4058 Minnesota Ave	Administrative Assistant	4/18/2017	2/2/2018	41
Omni Excavators, Inc.	Omni Excavators, Inc.	2413 Benning Road	Pipe Fitting Trainee	9/17/2018	3/18/2019	26
Omni Excavators, Inc.	Omni Excavators, Inc.	2413 Benning Road	Pipe Fitting Trainee	9/17/2018	9/20/2018	0
Omni Excavators, Inc.	Omni Excavators, Inc.	2413 Benning Road	Pipe Fitting Trainee	3/7/2018	3/7/2018	0
Omni Excavators, Inc.	Omni Excavators, Inc.	2413 Benning Road	Pipe Fitting Trainee	2/26/2018	2/26/2018	0
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	5/4/2018	30
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	5/4/2018	30
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	5/4/2018	30
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	5/4/2018	30
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	5/4/2018	30
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	5/4/2018	30
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	5/4/2018	30
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	10/2/2017	3/16/2018	23
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	8/20/2017	12/29/2017	18
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	4/2/2017	11/24/2017	33
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	3/19/2017	10/6/2017	28
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	3/19/2017	10/6/2017	28
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	3/19/2017	10/6/2017	28
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	2/5/2017	11/24/2017	41
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	2/5/2017	11/24/2017	41
Opportunities Industrialization center (CSOSA)	Opportunities Industrialization center - OIC	3016 Martin Luther King Ave	TEP - CSOSA -OIC Work Experience	2/1/2017	12/29/2017	47
Oxford Manor	Oxford Manor	2607 Bowen Rd. SE	TEP - Work Experience	7/17/2017	10/13/2017	12

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Oxford Manor	Oxford Manor	2607 Bowen Rd. SE	TEP - Work Experience	4/12/2017	10/13/2017	26
P&G Counseling & Education (TEP 2017)	TEP - WEX - P&G Counseling & Education	2218 Rhode Island Ave	Intake Specialist	5/10/2017	11/17/2017	27
P&G Counseling & Education (TEP 2017)	TEP - WEX - P&G Counseling & Education	2218 Rhode Island Ave	Intake Specialist	5/10/2017	11/10/2017	26
Park Forest	Park Forest	625 Audrey Hill	TEP-Work Experience	4/4/2018	6/22/2018	11
Park Forest	Park Forest	625 Audrey Hill	TEP-Work Experience	4/3/2018	7/6/2018	13
Park Forest	Park Forest	625 Audrey Hill	TEP-Work Experience	5/3/2017	10/20/2017	24
Park Forest	Park Forest	625 Audrey Hill	TEP-Work Experience	5/1/2017	10/13/2017	23
Park Forest Apartments	Park Forest Apartments	625 Audrey Lane,Ste 101	TEP - Work Experience	12/11/2017	6/8/2018	25
Park Forest Apartments	Park Forest Apartments	625 Audrey Lane,Ste 101	TEP - Work Experience	12/11/2017	3/16/2018	13
Park West	Park West	2929 Connecticut Ave,NW	Service Technician	3/13/2018	4/24/2018	6
Park West	Park West	2929 Connecticut Ave,NW	Service Technician	3/7/2018	9/7/2018	26
Park West	Park West	2929 Connecticut Ave,NW	Service Technician	3/7/2018	4/2/2018	4
Park West	Park West	2929 Connecticut Ave,NW	Residential Concierge	3/7/2018	3/7/2018	0
Park West	Park West	2929 Connecticut Ave,NW	Service Technician	10/9/2017	10/9/2017	0
Paving the Way Mental Health Clinic	TEP - WEX - Paving the Way Mental Health Clinic	2616 Martin Luther King Jr. Ave	Monitor	7/16/2018	7/20/2018	0
Paving the Way Mental Health Clinic	TEP - WEX - Paving the Way Mental Health Clinic	2616 Martin Luther King Jr. Ave	Monitor	6/26/2018	9/21/2018	12
Paving the Way Mental Health Clinic	TEP - WEX - Paving the Way Mental Health Clinic	2616 Martin Luther King Jr. Ave	Administrative Assistant	1/29/2018	1/29/2018	0
Paving the Way Mental Health Clinic	TEP - WEX - Paving the Way Mental Health Clinic	2616 Martin Luther King Jr. Ave	Administrative Assistant	10/9/2017	3/30/2018	24
Paving the Way Multi-Service Institute	Paving the Way Multi-Service Institute	2616 Martin Luther king Jr Ave,	Administrative Assistant	1/7/2019	7/5/2019	25
Penn Mar Apartments - Residential 1	Penn Mar Apartments - Residential 1	3747 Donnell Drive	Maintenance Technician	8/6/2018	2/8/2019	26
Penn Mar Apartments - Residential 1	Penn Mar Apartments - Residential 1	3747 Donnell Drive	Maintenance Technician	8/6/2018	8/31/2018	3
Pest Service Company	Pest Service Company	3705 Rhode Island ave ,	TEP - Pest Control Tech	2/14/2018	8/17/2018	26
Pest Service Company	Pest Service Company	3705 Rhode Island ave ,	TEP - Pest Control Tech	2/14/2018	3/21/2018	5
Pest Service Company	Pest Service Company	3705 Rhode Island ave ,	TEP - Pest Control Tech	1/23/2018	2/9/2018	2
Pest Service Company	Pest Service Company	3705 Rhode Island ave ,	TEP - Pest Control Tech	8/29/2017	1/5/2018	18
Potomac Gardens	Potomac Gardens	1225 G st. SE	TEP - Maintenance Worker	11/21/2017	11/30/2017	1
Potomac Gardens	Potomac Gardens	1225 G st. SE	TEP - Maintenance Worker	8/1/2017	2/9/2018	27
Potomac Gardens	Potomac Gardens	1225 G st. SE	TEP - Maintenance Worker	8/1/2017	10/20/2017	11
Precision Wall Tech	Precision Wall Tech	605 Raleigh Place	Painter Apprentice	4/25/2018	7/13/2018	11
Precision Wall Tech	Precision Wall Tech	605 Raleigh Place	Painter Apprentice	12/4/2017	2/16/2018	10
Precision Wall Tech	Precision Wall Tech	605 Raleigh Place	Painter Apprentice	10/30/2017	12/8/2017	5
Precision Wall Tech	Precision Wall Tech	605 Raleigh Place	Painter Apprentice	10/30/2017	12/8/2017	5
Precision Wall Tech	Precision Wall Tech	605 Raleigh Place	Painter Apprentice	10/30/2017	12/6/2017	5
Premier Suppliers	Premier Suppliers	1767 Olive St	TEP - Warehouse Worker	10/30/2017	5/11/2018	27
Premier Suppliers	Premier Suppliers	1767 Olive St	TEP - Warehouse Worker	10/30/2017	5/11/2018	27
Puddin LLC	Puddin LLC	2201 C Street, NW	Food Prep	12/3/2018	1/17/2019	6
Puddin LLC	Puddin LLC	2201 C Street, NW	Dishwasher	12/3/2018	12/10/2018	1
Puddin LLC	Puddin LLC	2201 C Street, NW	Food Prep	8/29/2018	3/1/2019	26
Puddin LLC	Puddin LLC	2201 C Street, NW	Dishwasher	8/27/2018	2/1/2019	22
Quality Connection Transportation	Quality Connection Transportation	1717 Largo Road	Van Driver	12/3/2018	12/4/2018	0
R. N. Horton Co. Morticians Inc.	Horton Morticians	600 Kennedy Street	Support Staff	1/12/2018	2/6/2018	4
Reel Brothers Enterprise	Reel Brothers Enterprise	2323 Martin Luther King Jr Ave,	Fish Processor	12/26/2018	7/20/2019	29

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Reel Brothers Enterprise	Reel Brothers Enterprise	2323 Martin Luther King Jr Ave,	Fish Processor	12/18/2018	3/22/2019	13
Reel Brothers Enterprise	Reel Brothers Enterprise	2323 Martin Luther King Jr Ave,	Fish Processor	6/26/2018	12/28/2018	26
Reel Brothers Enterprise	Reel Brothers Enterprise	2323 Martin Luther King Jr Ave,	Fish Processor	6/5/2018	7/6/2018	4
Regency House	CIH Properties - Regency House	5201 Connecticut Avenue NW	Maintenance	1/2/2019	7/5/2019	26
Regency House	CIH Properties - Regency House	5201 Connecticut Avenue NW	Maintenance	12/31/2018	6/28/2019	25
Regency House	Regency House	5206 Conn. Ave NW	TEP-Work Experience	9/11/2018	11/30/2018	11
Regency House	Regency House	5206 Conn. Ave NW	TEP-Work Experience	9/11/2018	10/10/2018	4
Regency House	Regency House	5206 Conn. Ave NW	TEP-Work Experience	9/11/2018	9/7/2018	-1
Residence Inn - Marriott/Navy Yard	Residence Inn Marriott	1233 First Street,	Hospitality Intern	1/30/2018	3/30/2018	8
Residence Inn - Marriott/Navy Yard	Residence Inn Marriott	1233 First Street,	Hospitality Intern	12/19/2017	3/19/2018	13
Residence Inn - Marriott/Navy Yard	Residence Inn Marriott	1233 First Street,	Hospitality Intern	12/19/2017	1/9/2018	3
Residential One	Residential One - Langston Lane Apartments	2726 Langston Place, SE	Porter	12/31/2018	6/28/2019	25
Residential One	Residential One - Langston Lane Apartments	2726 Langston Place, SE	Porter	12/31/2018	12/31/2018	0
Residential One	Residential One - Langston Lane Apartments	2726 Langston Place, SE	Office Assistant	12/11/2018	6/7/2019	25
Residential One	Residential One - Langston Lane Apartments	2726 Langston Place, SE	Porter	12/6/2018	6/7/2019	26
Residential One	Residential One - Douglas Knolls	3331 22nd Street, SE	Maintenance Tech	8/9/2017	1/19/2018	23
Residential One - Douglas Knolls	Residential Once	2620 Bowen Rd,SE	TEP - Work Experience	4/9/2018	5/11/2018	4
Residential one- 3 Tree Flats	Residential one-3treeFlats	3910 Georgia Ave, NW	Administrative Assistant	9/17/2018	9/19/2018	0
Residential one- 3 Tree Flats	Residential one-3treeFlats	3910 Georgia Ave, NW	Administrative Assistant	6/4/2018	10/16/2018	19
Residential one- 3 Tree Flats	Residential one-3treeFlats	3910 Georgia Ave, NW	Maintenance Porter	2/14/2018	8/10/2018	25
Residential one-metrovillage	Residential one-metrovillage	7053 Spring place,NW	Porter	4/2/2018	11/16/2018	32
Residential one-metrovillage	Residential one-metrovillage	7053 Spring place,NW	Porter	4/2/2018	4/20/2018	2
Reynolds Real Estate Co	Reynolds Real Estate Co	3109 Georgia ave NW	Admin and Office Support	3/26/2018	10/30/2018	31
Reynolds Real Estate Co	Reynolds Real Estate Co	3109 Georgia ave NW	Admin and Office Support	3/26/2018	10/30/2018	31
Reynolds Real Estate Co	Reynolds Real Estate Co	3109 Georgia ave NW	Admin and Office Support	3/26/2018	10/30/2018	31
Reynolds Real Estate Co	Reynolds Real Estate Co	3109 Georgia ave NW	Admin and Office Support	3/26/2018	10/30/2018	31
Reynolds Real Estate Co	Reynolds Real Estate Co	3109 Georgia ave NW	Admin and Office Support	3/26/2018	10/30/2018	31
Reynolds Real Estate Co	Reynolds Real Estate Co	3109 Georgia ave NW	Admin and Office Support	3/26/2018	10/30/2018	31
Rhode Island Row Apartment	Rhode Island Row Apartment	2300 Washington Pl,	Administrative Assistant	8/6/2018	9/28/2018	7
Robtco Property Management	TEP - WEX - Robtco Property Management	206 Riggs Rd	Maintenance	9/17/2018	3/22/2019	26
Robtco Property Management LLC	Robtco Property Management LLC	206 Riggs Rd,	Maintenance Tech	9/16/2018	1/14/2019	17
Robtco Property Management LLC	Robtco Property Management LLC	206 Riggs Rd,	Maintenance Tech	7/13/2018	8/24/2018	6
Robtco Property Management LLC	Robtco Property Management LLC	206 Riggs Rd,	Maintenance Tech	3/19/2018	5/4/2018	6
Round Tree Residences	Round Tree Residences -	2515 Alabama Ave SE	Maintenance	8/28/2017	11/28/2017	13
Royal Court Apts	Royal Court Apts	3719 4th st. SE	TEP - Maintenance Worker	11/30/2018	12/7/2019	53
Royal Court Apts	Royal Court Apts	3719 4th st. SE	TEP - Maintenance Worker	10/30/2018	11/2/2018	0
Royal Court Apts	Royal Court Apts	3719 4th st. SE	TEP - Maintenance Worker	8/22/2018	2/22/2019	26
Royal Court Apts	Royal Court Apts	3719 4th st. SE	TEP - Maintenance Worker	5/30/2018	7/13/2018	6
Royal Court Apts	Royal Court Apts	3719 4th st. SE	TEP - Maintenance Worker	5/30/2018	6/15/2018	2
Royal Court Apts	Royal Court Apts	3719 4th st. SE	TEP - Maintenance Worker	10/25/2017	2/2/2018	14
Royal Court Apts	Royal Court Apts	3719 4th st. SE	TEP - Maintenance Worker	8/2/2017	10/13/2017	10
S.O.M.E- Center For Employment Training	S.O.M.E	2300 MLK Ave	TEP - Office Assistant	9/27/2017	1/19/2018	16
S.O.M.E- Center For Employment Training	S.O.M.E	2300 MLK Ave	TEP - Office Assistant	5/15/2017	12/29/2017	32
Safe & Sound Daycare	Safe & Sound Daycare	4922 Nannie Helen Burr Ave,	TEP - Work Experience	9/17/2018	3/15/2019	25

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Savannah Heights Apts	Savannah Heights Apts	251 Savannah st se.	TEP-Work Experience	8/27/2018	10/11/2018	6
Savannah Heights Apts	Savannah Heights Apts	251 Savannah st se.	TEP-Work Experience	8/23/2018	8/31/2018	1
Second Baptist Church	Second Baptist Church	816 Third St,	Custodian	11/28/2018	5/31/2019	26
Sedgwick Gardens	Sedgwick Gardens	3726 Connecticut Ave NW	Service Technician	3/7/2018	9/7/2018	26
Seniors and Youth Services	Seniors and Youth Services	9701 Apollo Drive	Admin Assistant	9/11/2017	12/22/2017	14
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	1/7/2019	1/18/2019	1
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/26/2018	6/28/2019	26
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/21/2018	1
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/21/2018	1
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/21/2018	1
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/21/2018	1
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/21/2018	1
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/14/2018	0
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/10/2018	0
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	12/10/2018	12/10/2018	0
Served Academy	Served Academy	1615 17th Street, NW	Marketing Specialist	11/28/2018	6/7/2019	27
Served Academy	Served Academy	1615 17th Street, NW	Marketing Specialist	11/28/2018	5/31/2019	26
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	2
Served Academy	Served Academy	1615 17th Street, NW	Hospitality/Vocational Trainee	9/10/2018	9/28/2018	0
Sesame Mocha	Sesame Mocha	1369 New York Ave, NE	TEP - Work Experience	12/12/2018	12/19/2018	1
Sesame Mocha	Sesame Mocha	1369 New York Ave, NE	TEP - Work Experience	11/21/2018	6/7/2019	28
Sesame Mocha	Sesame Mocha	1369 New York Ave, NE	TEP - Work Experience	9/17/2018	9/28/2018	1
Sesame Mocha	Sesame Mocha	1369 New York Ave, NE	TEP - Work Experience	9/18/2017	10/31/2017	6
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	7/2/2018	7/2/2018	0
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	1/9/2018	8/3/2018	29
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	12/28/2017	7/31/2018	31
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	12/13/2017	6/15/2018	26
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	12/6/2017	6/8/2018	26
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	11/20/2017	11/22/2017	0
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	10/31/2017	12/6/2017	5
SeVerna Apartment Complex	SeVerna Apartment Complex	1001 1st St	TEP - Work Experience-	10/9/2017	12/6/2017	8
Severna on K - Columbus Property	Severna on K - Columbus Property	43 K Street,	Porter	12/28/2017	12/28/2017	0
Sharcon Management	Sharcon Management - Annapolis Road	5811 Annapolis Rd	Front Desk	7/16/2018	8/10/2018	3
Sharcon Management	Sharcon Management - Bladensburg Road	1917 Bladensburg Rd,	Maintenance	4/23/2018	5/3/2018	1
Sharcon Management	Sharcon Management - Annapolis Road	5811 Annapolis Rd	Front Desk	4/9/2018	5/4/2018	3
Sharcon Management	Sharcon Management - Annapolis Road	5811 Annapolis Rd	Front Desk	4/9/2018	4/10/2018	0
Sharcon Management	Sharcon Management - Annapolis Road	5811 Annapolis Rd	Front Desk	3/6/2018	7/18/2018	19
Shiloh Baptist Church	TEP - Shiloh Baptist Church	1510 9th Street	Groundskeeper/Maintenance	10/4/2017	4/6/2018	26
Shining Star Early Learning Center	Shining Star Early Learning Center	5307 East Capitol Street,	Teacher Aide	12/26/2018	6/28/2019	26

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Shining Star Early Learning Center	Shining Star Early Learning Center	5307 East Capitol Street,	Teacher Aide	12/4/2018	3/1/2019	12
Shining Star Early Learning Center	Shining Star Early Learning Center	5307 East Capitol Street,	Teacher Aide	4/3/2018	6/29/2018	12
Shining Star Early Learning Center	Shining Star Early Learning Center	5307 East Capitol Street,	Teacher Aide	2/21/2018	4/27/2018	9
Skyland Workforce Center	Skyland Workforce Center	2509 Good Hope Road SE	Receptionist	12/10/2018	1/2/2019	3
Skyland Workforce Center	Skyland Workforce Center	2509 Good Hope Road SE	Receptionist	10/30/2018	4/26/2019	25
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	7/23/2018	7/20/2018	-1
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	5/14/2018	11/2/2018	24
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	2/5/2018	8/3/2018	25
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	2/5/2018	2/6/2018	0
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	1/9/2018	3/19/2018	10
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	1/8/2018	4/27/2018	15
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	1/8/2018	1/8/2018	0
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	11/20/2017	2/26/2018	14
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	11/20/2017	1/22/2018	9
Some Center For Employment Training	Some Foe Employment Training	2300 MLK Jr Ave,	Job Trainee	11/20/2017	1/19/2018	8
Southeast Veterans Service Center	Southeast Veterans Service Center	820 Chesapeake Street, SE	Food Handler	10/3/2018	4/5/2019	26
Southeastwelding Acad	Southeast Welding Academy	1103 W Street, SE	TEP - Work Experience	7/23/2018	1/25/2019	26
Southeastwelding Acad	Southeast Welding Academy	1103 W Street, SE	TEP - Work Experience	5/21/2018	11/23/2018	26
Southern Homes and Gardens Cooperative	Southern Homes and Gardens Cooperative	5878 Southern Ave,	Groundskeeper	8/20/2018	2/22/2019	26
Southern Homes and Gardens Cooperative	Southern Homes and Gardens Cooperative	5878 Southern Ave,	Groundskeeper	8/6/2018	2/8/2019	26
Spoil Me Rotten Dog Biscuit Company	Spoil Me Rotten Dog Biscuit Com	2619 Ewart Street,	Baker	3/19/2018	5/25/2018	9
Spoil Me Rotten Dog Biscuit Company	Spoil Me Rotten Dog Biscuit Com	2619 Ewart Street,	Baker	3/16/2018	5/25/2018	10
Spoil Me Rotten Dog Biscuits, LLC	TEP - WEX - Spoil Me Rotten Dog Biscuits, LLC	2619 Ewarts Street NE	Baker	11/1/2017	11/10/2017	1
Stanley Foods, Inc.	Stanley Foods, Inc.	9001 East Hampton Drive	Warehouse Worker	12/10/2018	5/10/2019	21
Stanton Park Apartments _ Active	TEP - WEX - Stanton Park Apartments	1811 Gainesville St	Maintenance Tech	1/17/2018	3/17/2018	8
Stanton Park Apartments _ Active	TEP - WEX - Stanton Park Apartments	1811 Gainesville St	Maintenance Tech	8/9/2017	10/13/2017	9
Star Collection Boutique	Star Collection Boutique	568 Lebaum Street, SE	Sales Associate	10/15/2018	4/19/2019	26
Superior Home Services	Superior Home Services	2164 Wisconsin Avenue, NW	Laborer	10/3/2017	11/17/2017	6
Sureship	Sureship	9001 Hampton Overlook	Warehouse Clerk	3/26/2018	6/8/2018	10
Sureship	Sureship	9001 Hampton Overlook	Receiving Clerk	2/19/2018	3/23/2018	4
Sustainable Facilities Management	Sustainable Facilities Mgnt SV	4058 Minnesota Ave,NE	Porter/Maintenance	12/3/2018	3/22/2019	15
Sustainable Facilities Management	Sustainable Facilities Mgnt SV	4058 Minnesota Ave,NE	Porter/Maintenance	11/26/2018	3/22/2019	16
Sustainable Facilities Management	Sustainable Facilities Mgnt SV	4058 Minnesota Ave,NE	Porter/Maintenance	1/30/2018	8/24/2018	29
Sustainable Facilities Management	Sustainable Facilities Mgnt SV	4058 Minnesota Ave,NE	Porter/Maintenance	11/20/2017	7/6/2018	32
Sustainable Facilities Management	Sustainable Facilities Mgnt SV	4058 Minnesota Ave,NE	Porter/Maintenance	8/2/2017	2/2/2018	26
Sustainable Facilities Management	Sustainable Facilities Mgnt SV	4058 Minnesota Ave,NE	Porter/Maintenance	8/1/2017	2/2/2018	26
Sustainable Facilities Management	Sustainable Facilities Mgnt SV	4058 Minnesota Ave,NE	Porter/Maintenance	7/17/2017	1/12/2018	25
SWBID	TEP- WEX - SWBID	420 4th Street	Environmental Ambassadors	9/4/2018	9/21/2018	2
SWBID	TEP- WEX - SWBID	420 4th Street	Environmental Ambassadors	4/18/2018	7/6/2018	11
Sweat DC	Sweat DC	3232 Georgia Ave,	Front Desk/Class Assistant	5/15/2018	9/14/2018	17

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Sweat DC	Sweat DC	3232 Georgia Ave,	Facility Maintenance	5/15/2018	6/6/2018	3
Tastemakers	Tastemakers	2800 10th St,	Janitor	1/14/2019	7/12/2019	25
Tastemakers	Tastemakers	2800 10th St,	Janitor	11/27/2018	5/31/2019	26
Tastemakers	Tastemakers	2800 10th St,	Janitor	10/3/2018	1/11/2019	14
Tenleytown LLC	Tenleytown Trash	6318 Chillum Place, NW	Laborer	8/28/2017	12/15/2017	15
The Avenue	The Avenue	3506 Georgia Avenue, NW	Maintenance Technician	10/30/2017	12/1/2017	4
The Carrollton Apartments- DO NOT USE	The Carrollton Apartments -	1615 Franklin St	tep work experience	9/12/2017	10/27/2017	6
The Carrollton Apts	The Carrollton Apts	1625 Franklin St, Ne	TEP - Maintenance	5/9/2018	7/26/2018	11
The Carrollton Apts	The Carrollton Apts	1625 Franklin St, Ne	TEP - Maintenance	5/7/2018	7/13/2018	9
The Coles Group LLC (TEP 2017)	TEP - WEX - The Coles Group LLC	716 10th Street	Telemarketer/Business Development Manager	5/15/2017	12/29/2017	32
The DC Center for the LGBT Community	The DC Center for the LGBT Community	2000 14th Street	TEP - Work Experience	9/5/2017	10/13/2017	5
The Excalibur Group	The Excalibur Group	1707 L Street,	Office Manager	7/9/2018	1/11/2019	26
The Excel Institute	The Excel Institute -	2859 V St	tep work experience	12/11/2017	3/23/2018	14
The Excel Institute	The Excel Institute -	2859 V St	tep work experience	10/4/2017	6/1/2018	34
The Franklin St, Ne	The Franklin St, Ne	1511 Franklin Apts	TEP - Maintenance	12/6/2017	12/8/2017	0
The May Firm, PLLC	The May Firm	3200 Martin Luther King Jr Avenue	administrative assistant	4/4/2018	5/14/2018	6
The May Firm, PLLC	The May Firm	3200 Martin Luther King Jr Avenue	administrative assistant	9/5/2017	1/8/2018	18
The Monroe School (TEP)	The Monroe School - TEP	601 50th Street	Classroom Aide	1/16/2019	7/12/2019	25
The Monroe School (TEP)	The Monroe School - TEP	601 50th Street	Classroom Aide	9/24/2018	3/22/2019	25
The Monroe School (TEP)	The Monroe School - TEP	601 50th Street	Hall Monitor	3/5/2018	4/3/2018	4
The Monroe School (TEP)	The Monroe School - TEP	601 50th Street	Administrative Assistant	1/8/2018	6/15/2018	22
The Monroe School (TEP)	The Monroe School - TEP	601 50th Street	Classroom Aide	12/3/2017	2/9/2018	9
The Monroe School (TEP)	The Monroe School - TEP	601 50th Street	Classroom Aide	11/14/2017	2/23/2018	14
The Nannie Helen Apartments	The Nannie Helen Apartments -	4800 Nannie Helen Burroughs Ave	TEP - Leasing Assistant	10/9/2017	6/8/2018	34
The Nannie Helen Apartments	The Nannie Helen Apartments -	4800 Nannie Helen Burroughs Ave	TEP - Leasing Assistant	9/25/2017	11/24/2017	8
The National Reentry Network for Returning Citizens	The National Reentry Network	3227 DuBois Place, SE	Outreach Coordinator	11/5/2018	5/3/2019	25
The Pearl Coalition (TEP 2017)	TEP - WEX - The Pearl Coalition	2000 Half Street	Administrative Assistant	6/5/2017	12/8/2017	26
The Pearl Coalition (TEP 2017)	TEP - WEX - The Pearl Coalition	2000 Half Street	Administrative Assistant	6/5/2017	12/8/2017	26
The Pretzel Bakery	The Pretzel Bakery	257 15th Street,	Dishwasher	6/4/2018	7/13/2018	5
The Village Cafe	The Village Cafe	1272 5th Street, NE	Barista	12/10/2018	6/7/2019	25
The Village Cafe	The Village Cafe	1272 5th Street, NE	Barista	12/5/2018	6/7/2019	26
The Village Cafe	The Village Cafe	1272 5th Street, NE	Barista	12/4/2018	6/7/2019	26
The Village Cafe	The Village Cafe	1272 5th Street, NE	Barista	11/5/2018	12/5/2018	4
The Village Cafe	The Village Cafe	1272 5th Street, NE	Barista	10/10/2018	10/26/2018	2
Therapeutic Sessions	Therapeutic Sessions	3905 Dix Street,	Physical Therapy Aide	7/9/2018	1/11/2019	26
Therapeutic Sessions	Therapeutic Sessions	3905 Dix Street,	Physical Therapy Aide	1/24/2018	4/20/2018	12
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Landscapper	10/10/2018	4/12/2019	26
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	10/9/2018	4/12/2019	26
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	10/9/2018	4/12/2019	26
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	10/9/2018	2/8/2019	17
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	9/17/2018	3/22/2019	26
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	9/4/2018	10/24/2018	7
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	8/22/2018	2/22/2019	26
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	8/22/2018	2/22/2019	26
Thurgood Marshall Center Trust	Thurgood Marshall Center Trust	1816 12th Street	Maintenance Tech	8/22/2018	2/22/2019	26
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	5/23/2018	10/26/2018	22
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	5/8/2018	5/8/2018	0
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	2/21/2018	7/20/2018	21

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Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	12/4/2017	3/2/2018	12
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	12/4/2017	1/31/2018	8
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	12/4/2017	12/4/2017	0
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	11/15/2017	5/4/2018	24
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	11/6/2017	11/6/2017	0
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	10/31/2017	12/1/2017	4
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	10/23/2017	10/27/2017	0
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	8/7/2017	3/30/2018	33
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	8/7/2017	2/9/2018	26
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	7/19/2017	10/13/2017	12
Thurgood Marshall Center Trust, Inc.	Thurgood Marshall Center Trust, inc	1816 12th st. NW	TEP - Office Assistant	7/18/2017	10/10/2017	12
Toni Thomas & Associates Inc. Community Empowerment Training Program	Toni Thomas & Associates Inc. Community Empowerment Training Program	101 Xenia St,	Unarmed Security Guard Training	12/3/2018	5/31/2019	25
Toni Thomas & Associates Inc. Community Empowerment Training Program	Toni Thomas & Associates Inc. Community Empowerment Training Program	101 Xenia St,	Unarmed Security Guard Training	7/3/2018	8/10/2018	5
Total Care Services,Inc	Total Care Services,Inc	5000 Philadelphia way ,Suite J	TEP - Work Experience	11/22/2017	11/27/2017	1
Total Care Services,Inc	Total Care Services,Inc	5000 Philadelphia way ,Suite J	TEP - Work Experience	8/7/2017	12/22/2017	19
Total Office Products	Total Office Product	843 Upshur Street, NW	Business Sales Trainee/Admin Asst	1/3/2019	7/5/2019	26
Trinity Plaza	TEP -WEX - Trinity Plaza	21 Atlantic Street	Porter	9/20/2018	3/29/2019	27
Trinity Plaza	TEP -WEX - Trinity Plaza	21 Atlantic Street	Porter	4/2/2018	10/10/2018	27
Trinity Plaza	TEP -WEX - Trinity Plaza	21 Atlantic Street	Porter	2/13/2018	3/9/2018	3
Trinity Plaza	TEP -WEX - Trinity Plaza	21 Atlantic Street	Porter	1/17/2018	5/18/2018	17
Trinity Plaza	TEP -WEX - Trinity Plaza	21 Atlantic Street	Porter	11/6/2017	2/2/2018	12
Trinity Plaza	TEP -WEX - Trinity Plaza	21 Atlantic Street	Porter	10/4/2017	1/18/2018	15
Trusted Solutions Group	Trusted Solutions Group	1231 Good Hope Rd,	Administrative Assistant	8/8/2018	8/17/2018	1
TSC Enterprises, LLC	TSC Enterprises, LLC	1920 MLK Ave,SE	Administrative Assistant	7/17/2017	1/5/2018	24
UDC - Research Land Grant Program	TEP - WEX - UDC Research Land Grant Program	4200 Connecticut Ave	Administrative Assistant	12/12/2018	12/12/2018	0
UDC - Research Land Grant Program	TEP - WEX - UDC Research Land Grant Program	4200 Connecticut Ave	Administrative Assistant	2/21/2018	6/15/2018	16
UDC - Research Land Grant Program	TEP - WEX - UDC Research Land Grant Program	4200 Connecticut Ave	Administrative Assistant	2/21/2018	5/18/2018	12
UDC - Research Land Grant Program	TEP - WEX - UDC Research Land Grant Program	4200 Connecticut Ave	Administrative Assistant	9/27/2017	3/2/2018	22
UDC - Research Land Grant Program	TEP - WEX - UDC Research Land Grant Program	4200 Connecticut Ave	Administrative Assistant	9/27/2017	1/5/2018	14
UDC - Research Land Grant Program	TEP - WEX - UDC Research Land Grant Program	4200 Connecticut Ave	Administrative Assistant	8/7/2017	2/9/2018	26
UDC Workforce Development - PR Harris	UDC Workforce Development	UDC Community College	TEP - Work Experience	9/11/2017	4/6/2018	29
UDC-Greenleaf	UDC-Greenleaf	203 N Street SW	Administrative Specialist	10/15/2018	12/21/2018	9
UDC-Greenleaf	UDC-Greenleaf	203 N Street SW	Administrative Specialist	11/20/2017	5/18/2018	25
UDC-Greenleaf	UDC-Greenleaf	203 N Street SW	Administrative Specialist	11/20/2017	5/18/2018	25
U-First Services	U-First Services	5410 Indian Head Highway	TEP - Work Experience	3/5/2018	4/13/2018	5
U-First Services	U-First Services	5410 Indian Head Highway	TEP - Work Experience	2/28/2018	8/31/2018	26
Union Kitchen	DSI-Union Kitchen	1899 L St.	Food Service Worker	11/21/2018	11/21/2018	0
Union Kitchen	Union Kitchen -	1110 Congress St	Union Kitchen	10/4/2017	4/27/2018	29
Union Kitchen	Union Kitchen -	1110 Congress St	Union Kitchen	6/5/2017	10/6/2017	17
United Planning Org - Anacostia	United Planning Org	1649 Good hope road,SE	Administrative Aide	1/2/2019	7/5/2019	26

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United Planning Org - Petey Greene	United Planning Org	2907 Martin Luther King Jr Ave, SE	Front Desk - Receptionist	5/7/2018	10/16/2018	23
United Planning Organization - Girard St	TEP - WEX - United Planning Organization - Girard St	915 Girard St	Program Support	6/4/2018	9/14/2018	14
United Planning Organization - Girard St	TEP - WEX - United Planning Organization - Girard St	915 Girard St	Program Support	6/4/2018	8/10/2018	9
United Planning Organization - Rhode Island	TEP - WEX _ United Planning Organization Rhode Island	301 Rhode Island Ave	Program Support	12/10/2018	6/14/2019	26
United Planning Organization - Rhode Island	TEP - WEX _ United Planning Organization Rhode Island	301 Rhode Island Ave	Program Support	6/5/2017	12/8/2017	26
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	9/11/2018	9/13/2018	0
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	6/4/2018	7/20/2018	6
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	5/7/2018	11/16/2018	27
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	File Clerk	5/7/2018	8/31/2018	16
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	2/5/2018	2/5/2018	0
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	2/5/2018	2/5/2018	0
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	2/5/2018	2/5/2018	0
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	1/24/2018	6/29/2018	22
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	10/4/2017	3/22/2018	24
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	8/7/2017	11/15/2017	14
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	6/13/2017	3/2/2018	37
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	6/9/2017	10/13/2017	18
United Planning Organization- MLK	UPO - MLK	2907 Martin Luther King Ave	Program Support	4/23/2017	12/1/2017	31
Universal Healthcare Management Services, Inc	Universal Healthcare Management Services, Inc	2810 Walters lane	Administrative\Billing Assistant	1/2/2019	7/5/2019	26
Universal Healthcare Management Services, Inc	Universal Healthcare Management Services, Inc	2810 Walters lane	Administrative\Billing Assistant	10/15/2018	4/5/2019	24
Universal Healthcare Management Services, Inc	Universal Healthcare Management Services, Inc	2810 Walters lane	Administrative\Billing Assistant	7/17/2018	7/20/2018	0
University of District of Columbia, DNAH	University of District of Columbia, DNAH	4200 Connecticut ave NW bldg 32 rm 203	TEP - Work Experience	10/23/2017	2/2/2018	14
UPO	TEP - Unsubsidized - UPO	915 Girard St NW	Installation Technician	10/1/2018	12/20/2018	11
Upscale Turnover Solutions	Upscale Turnover Solutions	125 Ivanhoe St,	Janitor	3/27/2018	4/6/2018	1
Upscale Turnover Solutions	Upscale Turnover Solutions	3533 Ames St,	Janitor	3/26/2018	4/4/2018	1
Upscale Turnover Solutions	Upscale Turnover Solutions	3533 Ames St,	Janitor	1/30/2018	4/4/2018	9
Upscale Turnover Solutions	Upscale Turnover Solutions	3533 Ames St,	Janitor	1/30/2018	4/4/2018	9
Upscale Turnover Solutions	Upscale Turnover Solutions	125 Ivanhoe St,	Janitor	1/29/2018	2/15/2018	2
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Administrative Assistant	1/7/2019	7/5/2019	25
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Electric Vehicle Drivers/Escorts	1/3/2019	7/5/2019	26
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Administrative Assistant	12/10/2018	6/14/2019	26
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Administrative Assistant	12/4/2018	6/7/2019	26
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Administrative Assistant	11/5/2018	4/19/2019	23
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Food Services/Environmental Services	10/29/2018	4/26/2019	25
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Electric Vehicle Drivers/Escorts	10/17/2018	4/19/2019	26
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Administrative Assistant	10/3/2018	4/5/2019	26
US Dept of Veteran Affairs Med Ctr	US Dept of Veteran Affairs Med Ctr	50 Irving Street , NW	Administrative Assistant	9/18/2018	3/22/2019	26

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US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Administrative Assistant	9/13/2018	3/15/2019	26
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Administrative Assistant	8/8/2018	8/28/2019	55
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Administrative Assistant	8/8/2018	2/8/2019	26
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Administrative Assistant	8/2/2018	5/10/2019	40
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Administrative Assistant	8/1/2018	9/10/2018	6
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Administrative Assistant	7/18/2018	12/28/2018	23
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Electric Vehicle Drivers/Escorts	5/31/2018	6/1/2018	0
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Administrative Assistant	5/30/2018	6/19/2018	3
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Electric Vehicle Drivers/Escorts	5/29/2018	5/29/2018	0
US Dept of Veteran Affair Med Ctr	US Dept of Veteran Affair Med Ctr	50 Irving Street , NW	Food Services/Environmental Services	5/9/2018	9/25/2018	20
US Veterans Initiative	TEP - US Veterans Initiative	111 K Street	Program Assistant	9/5/2017	10/6/2017	4
US Veterans Initiative	TEP - US Veterans Initiative	111 K Street	Program Assistant	5/10/2017	10/13/2017	22
US Vets Initiative	TEP - US Vets Initiative	152 Wayne Place	Assistant Case Manager	11/20/2017	5/4/2018	23
Village at Chesapeake (TEP-WEX)	TEP - WEX - Village at Chesapeake	820 Chesapeake St	Maintenance	10/3/2018	4/5/2019	26
Village at Chesapeake (TEP-WEX)	TEP - WEX - Village at Chesapeake	820 Chesapeake St	Maintenance	10/3/2018	10/26/2018	3
Village at Chesapeake (TEP-WEX)	TEP - WEX - Village at Chesapeake	820 Chesapeake St	Maintenance	8/1/2017	2/2/2018	26
Virginia Williams Family Resource Center	TEP - WEX - Virginia Williams Family Resource Center	920-A Rhode Island Ave	Administrative Assistant	10/16/2017	4/20/2018	26
Virginia Williams Family Resource Center	TEP - WEX - Virginia Williams Family Resource Center	920-A Rhode Island Ave	Administrative Assistant	10/16/2017	12/12/2017	8
Virginia Williams Family Resource Center	TEP - WEX - Virginia Williams Family Resource Center	920-A Rhode Island Ave	Administrative Assistant	7/3/2017	3/16/2018	36
Virginia Williams Family Resource Center	TEP - WEX - Virginia Williams Family Resource Center	920-A Rhode Island Ave	Administrative Assistant	2/14/2017	11/24/2017	40
Visionary Square - Columbus Properties	Visionary Square - Columbus Properties	2401 Washington Place	Concierge/Management Assistant	6/5/2018	1/11/2019	31
Visionary Square - Columbus Properties	Visionary Square - Columbus Properties	2401 Washington Place	Porter	6/4/2018	8/16/2018	10
Visionary Square - Columbus Properties	Visionary Square - Columbus Properties	2401 Washington Place	Porter	12/11/2017	5/14/2018	22
Visionary Square - Columbus Properties	Visionary Square - Columbus Properties	2401 Washington Place	Porter	11/6/2017	5/4/2018	25
Voices of a Second Chance (TEP 2017)	TEP -WEX - Voices of a Second Chance	1422 Massachusetts Ave	Administrative Assistant	7/10/2018	1/11/2019	26
Voices of a Second Chance (TEP 2017)	TEP -WEX - Voices of a Second Chance	1422 Massachusetts Ave	Administrative Assistant	6/19/2017	2/2/2018	32
Vow Transportation (TEP 2017)	TEP - WEX - Vow Transportation LLC	1107 Sursum Corda	Drivers	11/5/2018	12/21/2018	6
Vow Transportation (TEP 2017)	TEP - WEX - Vow Transportation LLC	1107 Sursum Corda	Drivers	5/8/2018	11/9/2018	26
Vow Transportation (TEP 2017)	TEP - WEX - Vow Transportation LLC	1107 Sursum Corda	Drivers	4/6/2018	7/21/2018	15
Vow Transportation (TEP 2017)	TEP - WEX - Vow Transportation LLC	1107 Sursum Corda	Drivers	3/5/2018	9/7/2018	26
Vow Transportation (TEP 2017)	TEP - WEX - Vow Transportation LLC	1107 Sursum Corda	Drivers	3/5/2018	3/6/2018	0
Vow Transportation (TEP 2017)	TEP - WEX - Vow Transportation LLC	1107 Sursum Corda	Drivers	12/18/2017	4/27/2018	18
Wandas on 7th (TERMINATED)	TEP - WEX - Wandas on 7th	1851 7th Street	Receptionist	10/10/2017	10/30/2017	3
WDC Solar (2016)	TEP - WDC Solar (2016)	1105 W Street	Solar Installation Trainee	7/11/2018	8/6/2018	4
WDC Solar (2016)	TEP - WDC Solar (2016)	1105 W Street	Solar Installation Trainee	10/30/2017	6/8/2018	31
WDC Solar (2016)	TEP - WDC Solar (2016)	1105 W Street	Solar Installation Trainee	10/30/2017	6/8/2018	31
WDC Solar (2016)	TEP - WDC Solar (2016)	1105 W Street	Solar Installation Trainee	10/30/2017	2/23/2018	16
WDC Solar (2016)	TEP - WDC Solar (2016)	1105 W Street	Solar Installation Trainee	10/30/2017	1/23/2018	12
WDC Solar (2016)	TEP - WDC Solar (2016)	1105 W Street	Solar Installation Trainee	10/30/2017	11/1/2017	0
WDC Solar (2016)	TEP - WDC Solar (2016)	1105 W Street	Solar Installation Trainee	5/15/2017	7/19/2018	61
WDC Solar, Inc.	WDC Solar, Inc.	1105 W ST,	Installer	11/26/2018	5/10/2019	23
WDC Solar, Inc.	WDC Solar, Inc.	1105 W ST,	Installer	11/26/2018	12/3/2018	1
WDC Solar, Inc.	WDC Solar, Inc.	1105 W ST,	Administrative/Clerical Assistant	11/5/2018	5/3/2019	25
WDC Solar, Inc.	WDC Solar, Inc.	1105 W ST,	Installer	7/31/2018	8/6/2018	1
WDC Solar, Inc.	WDC Solar, Inc.	1105 W ST,	Installer	7/31/2018	8/1/2018	0
Westlink Career Institute	Westlink Career Institute	1513 Rhode Island Ave,	EMT Trainee	8/27/2018	3/1/2019	26
Westlink Career Institute	Westlink Career Institute	1513 Rhode Island Ave,	EMT Trainee	8/27/2018	3/1/2019	26
Westlink Career Institute	Westlink Career Institute	1513 Rhode Island Ave,	EMT Trainee	8/27/2018	9/7/2018	1

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Wheeler Creek Community	Wheeler Creek Community	1130 Varney st. se	TEP - Maintenance Worker	1/8/2018	7/6/2018	25
Wheeler Creek Community	Wheeler Creek Community	1130 Varney st. se	TEP - Maintenance Worker	12/20/2017	4/10/2018	16
Wheeler Creek Community	Wheeler Creek Community	1130 Varney st. se	TEP - Maintenance Worker	7/12/2017	10/13/2017	13
Wheeler Creek Community	Wheeler Creek Community	1130 Varney st. se	TEP - Maintenance Worker	6/21/2017	12/29/2017	27
Wheeler Terrace Apartments	Wheeler Terrace Apartments	1217 Valley Avenue, SE	Porter	11/12/2018	4/12/2019	21
Wheeler Terrace Apartments	Wheeler Terrace Apartments	1217 Valley Avenue, SE	Maintenance Technician	11/12/2018	12/14/2018	4
Wheeler Terrace Apts	Wheeler Terrace Apts	1217 Valley ave se	Maintenance Worker	6/6/2018	8/3/2018	8
Wheeler Terrace Apts	Wheeler Terrace Apts	1217 Valley ave se	Maintenance Worker	1/23/2018	3/2/2018	5
Wheeler Terrace Apts	Wheeler Terrace Apts	1217 Valley ave se	Maintenance Worker	1/23/2018	2/1/2018	1
Wheeler Terrace Apts	Wheeler Terrace Apts	1217 Valley ave se	TEP - Maintenance Worker	10/23/2017	11/13/2017	3
Wheeler Terrace Apts	Wheeler Terrace Apts	1217 Valley ave se	TEP - Maintenance Worker	10/11/2017	10/20/2017	1
Wheeler Terrace Apts	Wheeler Terrace Apts	1217 Valley ave se	TEP - Maintenance Worker	10/6/2017	11/10/2017	5
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	1/7/2019	7/5/2019	25
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	9/17/2018	1/18/2019	17
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	4/30/2018	4/30/2018	0
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	4/20/2018	11/2/2018	28
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	1/24/2018	6/14/2018	20
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	1/24/2018	6/8/2018	19
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	6/26/2017	12/1/2017	22
Windham Creek Apartments	Windham Creek Apartments -	5123 Suitland Rd	TEP - Maintenance Worker	5/10/2017	12/15/2017	31
Winn Residential Sursum Corda	TEP - WEX - Winn Residential Sursum Corda	1112 First Terrace	Maintenance Tech	9/19/2017	10/3/2017	2
Winn Residential Sursum Corda	TEP - WEX - Winn Residential Sursum Corda	1112 First Terrace	Maintenance Tech	9/18/2017	10/27/2017	5
Woodthrust Management	Woodthrust Management	401 Chaplin Street,	Clerk	12/3/2018	6/7/2019	26
Woodthrust Management	Woodthrust Management	401 Chaplin Street,	Clerk	6/11/2018	10/9/2018	17
Woodthrust Management	Woodthrust Management	401 Chaplin Street,	Custodian	3/21/2018	5/22/2018	9
Woodthrust Management	Woodthrust Management	401 Chaplin Street,	Custodian	1/29/2018	8/31/2018	30



An Evaluation Plan

Toward an Assessment of the **Greater Access Project (GAP)**

June 7, 2018

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Director of Research & Evaluations
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1. Introduction

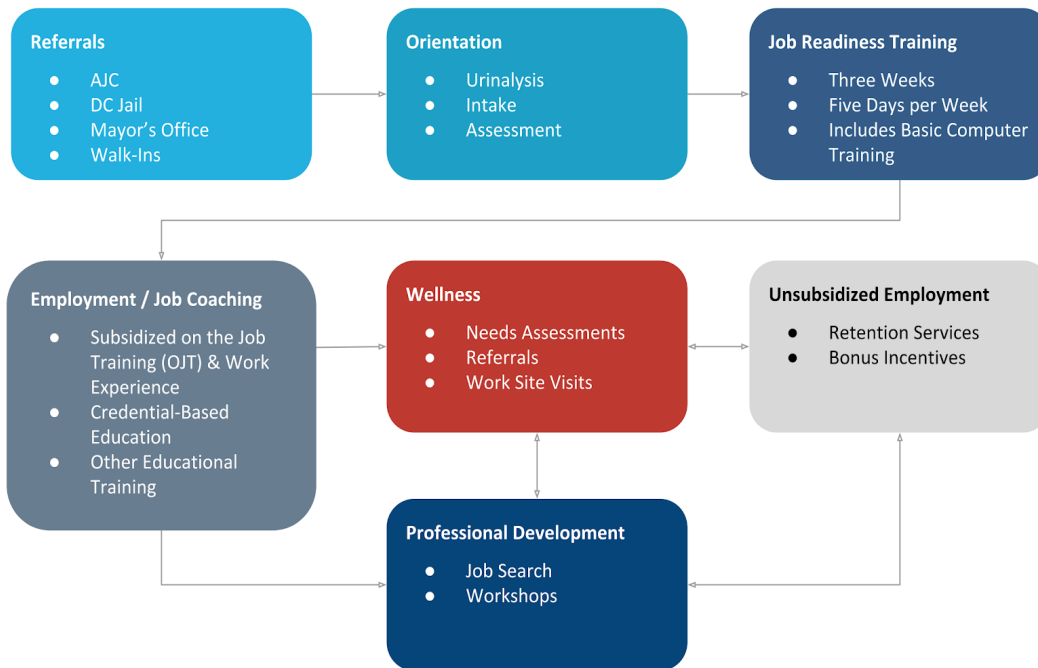
In April of 2018, the Department of Employment Services (DOES) contracted with Arlo Solutions (ARLO) to conduct an evaluation of its Greater Access Project (GAP). Although originally intended as a one-year outcomes evaluation, after engaging in initial discussions with DOES and GAP’s chief sponsor, DC Health, and learning of the more immediate need to document and assess GAP’s programmatic process, outputs, and outcomes, ARLO is proposing an accelerated six-month evaluation plan. The plan will include both implementation and outcomes components. This work will build upon ARLO’s initial evaluation of GAP when it began as a pilot program in 2016.¹ In the pages that follow, we outline our approach to the evaluation and present a schedule of deliverables that we believe will exceed all expectations.

2. Background of GAP

In 2016, GAP was designed to build upon the success of DOES’ Project Empowerment (PE) program by providing much needed wellness and wraparound services that included referrals for housing, child care, substance abuse, counseling, family reunification, and beyond. While originally conceptualized as a program that would feature home visits as its cornerstone, GAP evolved into a more holistic and dynamic program that enables a core team of staff members – including intake workers, job readiness training facilitators, wellness specialists, job coaches, job developers, and retention specialists — to identify the multi-faceted array of issues facing participants, and produce a continuum of care to address those needs. The goal of GAP also expanded from one that was focused on alleviating wellness and health issues that could prevent participants from working to their fullest ability, to one that prioritizes wellness outcomes in their own right. As such, identifying key lessons learned, success stories, promising practices, challenges, and recommendations for the GAP model has the potential to not only enhance the employment outcomes of some of the district’s most vulnerable community members, but to provide fresh insight into what it might take to lead workforce development, prisoner reentry, and public health service organizations in the 21st Century. See Figure 1 below, GAP’s Process Flow.

¹ Williams, N., & Bryan, J. (2016). *Greater Access Project (GAP): Final Evaluation Report*. Washington, DC: Arlo Solutions, Inc.

Figure 1. GAP's Process Flow



3. Goals of the Evaluation

There are two overarching goals for the implementation part of this evaluation: 1) describe the current goals and process of GAP from beginning to end (points A to Z) in an effort to underscore the extent to which the program has remained consistent with its initial plan, or adjusted and evolved to address unforeseen developments; 2) identify and analyze promising programmatic practices, organizational developments, strategic partnerships, and resources needed to best implement the program as well as any issues, challenges, and lessons learned that could impede progress. In this regard, the implementation part of this evaluation will not only examine outcomes (assuming the programmatic data is in place to support such analysis), but also process measures and outputs that could help determine success along the way.

There are three overarching goals of the outcomes part of this evaluation: 1) to determine the extent to which GAP has been able to improve its retention in the program (measured at various benchmarks such as JRT completion, number of days missed, number of meetings with job and wellness specialists, number of days of program participation, etc); 2) to document GAP participants' employment outcomes -- measured at various milestones throughout the subsidized and unsubsidized work process, ideally in comparison to a comparable sample of PE participants; and 3) to discern whether GAP has been able to identify and successfully address the health and wellness needs of its participants.

Over the past several years, an impressive body of work has developed that highlights promising practices and lessons learned regarding the implementation and outcomes of workforce development programs

designed for marginalized community members -- many of whom have also interfaced with the criminal justice system and have chronic physical and behavioral health issues.² ARLO's evaluation will build upon this body of literature – particularly studies of workforce development, prisoner reentry, and public health -- with a focus on implementation studies that illustrate what works well (and what does not) as it relates to the implementation of pilot projects. In doing so, ARLO hopes that the findings from this evaluation will enhance the implementation of programs throughout the United States and beyond, with an eye toward continuing to move the needle of progress proactively and ambitiously, so that fellow programs might more readily overcome the wellness challenges and barriers affecting marginalized community members who are returning home from prison and jail and/or falling on difficult employment times.

The following pages outline a multi-method approach to a robust research study plan that will guide ARLO's six-month implementation and outcomes evaluation of GAP. This evaluation plan is designed to be fluid, rather than rigid, so that it may be adjusted for issues that emerge in real time. ARLO has customized the research design to be responsive to contract modifications that could include additional enhancement features such as a study of the ways in which resources could be mapped in a potential spatial analysis, recidivism, and the needs and experiences of past, present, and potential employers. The design includes the use of key stakeholder interviews with members of DC Health and GAP, as well as possible resource partners who can provide further insight into the success stories, accomplishments, recommendations, and challenges faced. The research design also includes several sets of site visits. The first wave of site visits will take place from April 27 through May 31, 2018. During these site visits ARLO will facilitate in-depth interviews with key stakeholders as well as conduct site visits with some of the work sites. In addition, observations of job readiness training (JRT) will take place after the presentation of this evaluation plan on April 27, 2018, and the second set of site visits will take place from July to August of 2018. These visits will be focused on facilitating surveys and interviews with participants.

²See Bambra, C., Gibson, N., Sowden, A., Wright, K., Whitehead, M., & Petticrew, M. (2010). Tackling the wider social determinants of health and health inequities: Evidence from systematic reviews. *Journal of Epidemiology and Community Health*, 64 (4), 284-291; Bauer, E. L., Crosse, S., McPherson, K., & Friedman, J. (2013). *Evaluation of the New York City Justice Corps: Final outcome report*. Retrieved from: <https://www1.nyc.gov/html/ceo/downloads/pdf/Westat-Justice-Corps-Evaluation.pdf>; MDRC (2013). *Building Better Programs for Disconnected Youth*. Retrieved from: http://www.mdrc.org/sites/default/files/Youth_020113.pdf; Redcross, C., Millenky, M., Rudd, T., & Levshin, V. (2012). *More than a Job: Final Results from the Evaluation of the Center for Employment Opportunities (CEO) Transitional Jobs Program*. Retrieved from: http://www.acf.hhs.gov/sites/default/files/opre/more_than_job.pdf; Price, C., Williams, J., Simpson, L., Jastrzab, J., & Markovitz, C. (2011). *National Findings of Youth Corps: Findings at Follow-up*. Retrieved from: http://www.nationalservice.gov/pdf/nat_eval_youthcorps_impactreport.pdf; Tapper, D., Zacharia, J., Bergman, A., Fields, A., & Clarke, R. (2009). *Evaluation of the New York City Justice Corps: Final Report of Year 1 of New York City Justice Corps Program Implementation*. Retrieved from: http://www.nyc.gov/html/ceo/downloads/pdf/justice_corps_yr_1_implementation_report_final_nov_09.pdf; White, J., & Sinha, E. (2017). *Improving Collection of Indicators of Criminal Justice System Involvement in Population Health Data Programs*. Washington, DC: The National Academies Press

With this, ARLO will be available and on site at DOES during monthly meetings throughout the life of this evaluation so that various interviews, site visit activities, and data collection can take place on an ongoing basis. The research will also consist of analyzing performance indicators submitted; including inputs (resources invested), outputs (activities and services delivered), and outcomes (employment and wellness). Future iterations of this evaluation place could include: a) an environmental scan of issues that emerge within each site; b) a spatial analysis of the wellness resources available throughout relevant areas of the District as well as the distances from participants' homes and places of employment; c) a recidivism analysis to measure the success for referred participants who are justice-involved; and d) an employer study that features interviews with past, present, and potential employers as well as an analysis of labor market trends within the field.

4. Objectives

The specific objectives of this evaluation are to:

1. Evaluate the extent to which GAP has been able to develop a program in accordance with its proposed plans, and/or adjust their plans to issues that have emerged.
2. Identify promising practices and lessons learned from initial plans through current implementation, with a particular eye toward understanding the systems and partnerships that work best.
3. Assess how issues of structure, the environment, partnerships, resources, organization, and programmatic interventions—including outreach, recruitment, engagement, specialized training, wellness, job training, job placement, and job retention services—affect implementation.
4. Determine the extent to which GAP is successfully recruiting and enrolling the participants who are most in need, based on the identified target populations, and identify the short-term outcomes.
5. Begin to think about ideas for more longer term assessment of the initial impact of GAP on the larger communities being served.
6. Develop recommendations that could not only enhance the implementation of GAP, but also provide a blueprint for other workforce development and reentry programs seeking to add health and wellness services.

In order to address these objectives, ARLO has developed a multi-method approach that includes the following seven major components:

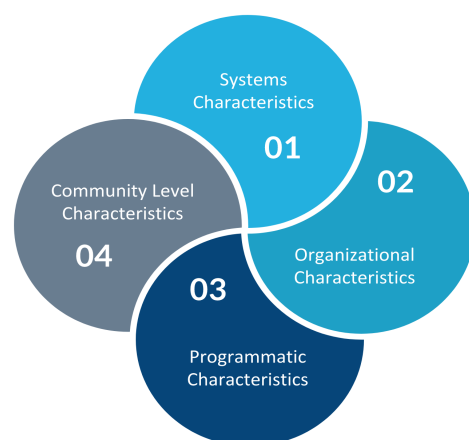
1. Document review and assessment of program data provided by GAP.
2. Key stakeholder qualitative (telephone and in person) interviews to understand the structure, partnerships, resources, organizational development, and programmatic strategies proposed; and the extent to which they may have changed.

3. Site visits, during which ARLO will interview staff members and key stakeholders to develop an understanding of promising practices and lessons learned; request copies of outreach materials, intake assessments, and materials on program participation, programmatic services, job placement, and retention efforts; and utilize this time to conduct ethnographic assessments of JRT as well as work sites.
4. Participant surveys and interviews to learn more about the challenges facing participants as well as success stories and experiences with GAP.
5. Quantitative analysis of key performance indicators (inputs, outputs, and outcomes) such as resources invested in the project (financial, time, etc); number of intake specialist appointments, job readiness training sessions, job specialist meetings, wellness specialist meetings, hours of service for each participant, etc (outputs); and number of individuals obtaining unsubsidized employment, average number of days retained in unsubsidized employment, average hourly wages, improvements in self-reported health and wellness such as insurance coverage, annual wellness visits, stable housing and food security, etc (outcomes); and refinement of the program logic model. Ideally templates will be created that DOES can provide to DC Health on monthly and quarterly bases.
6. Review of DC Health’s “Health Equity Report” and possible scan of environmental issues (unemployment, high school graduation rates, crime, etc) that affect the neighborhoods served within the District, and mapping of resources and referrals.
7. Technical assistance and guest speaker professional development services provided on issues identified as critical to program success.

5. Conceptual Framework

After careful review of the literature, as well as internal meetings wherein the ARLO team combined its collective knowledge and experience working with projects designed to help participants achieve longstanding wellness and employment, a number of overarching categories, domains, research questions, and data elements to guide this implementation and outcomes evaluation were developed. Although GAP is a young and growing program with its own unique approach, ARLO has identified and will analyze the following four overarching categories of characteristics that are known to affect the ability of the organization to successfully implement the projects: (1) systems characteristics, (2) organizational characteristics, (3) programmatic characteristics, and (4) community level characteristics. See Figure 2.

Figure 2. Conceptual Framework



5.1. Systems Characteristics

Systems characteristics form a critical component in the implementation of the new programs. There are three domains that we propose to consider within this category. The first includes the financial resources and the extent to which the project is able to utilize them in a way that maximizes participant engagement. The second domain, partnership development, refers to all of the ways in which the project leverages existing and new partnerships with potential employers, wellness facilities, behavioral health and health care providers, high schools and community colleges, potential employers, community-based and faith-based organizations, criminal justice agencies (e.g. probation, parole, jails, prisons), homeless shelters, the foster care system, and other entities. The third domain, employer relationships, will focus on understanding the ties between the service providers and the employers, as the success of these projects requires that proposed activities eventually translate into employment. To enhance the evaluation of the system characteristics, ARLO will conduct an organizational-level social network analysis (SNA) for GAP.³ Questions regarding SNA will drive at not only where partnerships exist between organizations or entities, but also the strength of those relationships (financial, contractual, political, e.g.), and in what direction partnerships travel (e.g., is an employer partner willing to hire participants once their training is complete, or are they also involved in programmatic activities, such as providing work experiences?).

5.2. Organizational Characteristics

Organizational characteristics encompass several domains that organizations should have in place. One, being leadership, which suggests that successful projects will have in place leaders who are willing to go the extra mile to ensure that the participants' needs are addressed, and to ensure that employers; in this case contract partners, do not hold participants' lower formal educational attainment and work experience, and possibly a criminal justice conviction, against them. It is generally considered important to have leaders who are committed to the mission of the project and are able to forge ahead, often in the face of potential political backlash, to help others embrace the vision of the project. An important and key part of leadership includes the ability to foster "buy-in" from team members so that programmatic approaches, policies, and procedures are not dictated by any one leader but rather emerge through a collaborative – albeit guided process.

The second domain, the organizational capacity and experience of the organization, relates to the idea that organizations fare best when they can build upon a similar set of projects that were already implemented by the organization. Organizations new to this kind of work could take longer to set up their projects, as additional time for planning and relationship building is needed, and they would usually benefit from technical assistance and learning lessons from others.

Concerning the third domain, the structure of the organization, includes organizations that have a well-defined and hierarchical organizational flow chart, with clearly delineated reporting structures, that

³ Borgatti, S. P., Everett, M. G., Johnson, J. C. (2013). *Analyzing Social Networks*. SAGE Publications Limited. ISBN-13: 978-1446247419

might be best equipped to implement wellness and employment projects. This is, in part, because such projects do not operate in a vacuum and are subject to events in the local community, political forces, and the problems facing recruits and participants. An established structure is important so that decisions are not passed from person to person when an immediate action or change of course is needed to address current crises. However, it is also important that the culture of the organization (the fourth domain) is developed in a way that encourages staff retention. Otherwise, it can be confusing and off-putting if participants find themselves constantly building relationships with new programmatic staff members. In this regard, organizations that consider ways to develop a culture that recognizes and rewards strong staff contributions could be ideal.

The fourth domain, defining the organizational characteristics category, is the organization's knowledge of place-based issues and its ability to customize services according to local youth and participant culture. It could be the case that organizations that understand and do not judge the place-based pressures that participants, especially youth, face to join gangs, drop out of school, and engage in the informal workforce by selling drugs, are better able to build trusting relationships with participants, and "meet them where they are." Organizations that are able to build trust in ways that address some of the fear or discomfort that participants might have with programs could be particularly good at maintaining strong participant engagement and retention.

5.3. Programmatic Characteristics

The third overarching category, programmatic characteristics, concerns all of the distinct ways in which a program attempts to reach out to participants, engage them and change their outlooks towards the specialized services for wellness and employment, and successfully encourage the participants to commit to work in the mainstream. To drive the research, these elements have been placed into 12 domains as displayed in Figure 3.

Understanding the ways in which participants are recruited (from AJC and other vehicles) is important for identifying the extent to which GAP is able to reach out to what are often difficult-to-reach populations. Methods may include working with community organizations, faith-based organizations, churches, shelters, schools, probation agencies, parole agencies, the police, and other programs that can provide important strategies for reaching participants. Door-to-door campaigns, flyers placed in strategic locations, and social media use may also affect each program's ability to engage those who are truly in need of services, but who are disconnected from any formal organizations.

When it comes to issues of assessment of potential participants, ARLO will need to understand how programs assess not only weaknesses but also strengths, hobbies, and interests.

Domains regarding life skills, job readiness training, wellness, and employment are to drive the discovery of different methods used at each site, such as hands-on life skills training versus computer modules, as well as the intensity, duration, and quality of "treatments," or services received. It will be critical to understand how GAP is training in areas such as résumé development, mock interviews, and searching for

jobs. In particular, ARLO will explore the contours of how the enhanced JRT curriculum, developed in 2017, is working in terms of its ability to address health and wellness issues that include themes like how to maintain “perseverance under pressure,” how to “avoid the acceleration of anger” even when the situation (sometimes racism, sometimes unfairness) could conceivably call for it.

It will also be essential to understand how many participants do not receive employment from an unsubsidized employer following the completion of their job coaching program, and are routed to the Professional Development Training component of GAP for up to six weeks. This additional programming may have an impact on participants’ ability to achieve employment goals, and it is essential to understand if this component of the program improves outcomes - if participants are able to secure unsubsidized employment following the training after being unable to secure this type of employment after the initial stages of GAP. If there is a high volume of participants who appear to have better outcomes following the professional development training program, Arlo may be able to suggest improvements to the job coaching program that build off of professional development activities that can improve outcomes after the initial phases of GAP.

In terms of job retention, it is critical to know whether participants are maintaining employment status, as well as how the program addresses participants that may not find long-term success in their first job placements, for example, are participants being offered continued job search assistance, or a new placement in an OJT site, if applicable.

GAP’s program database will be assessed to understand how participants are tracked and organized, as well as how it addresses complex tracking issues, such as continuous rolling enrollments and working with large numbers of participants.

Finally, ARLO will investigate the adaptability versus fidelity of GAP—whether th is able to adapt to issues and changes that may arise, even if it means adjusting from their initial grant applications, and how that does or does not contribute to successful program implementation.

5.4. Community Level Characteristics

The fourth overarching category of community level characteristics is important. This category includes domains such as accessibility, and how other programs and activities in the community can either enhance or detract from programmatic efforts.

Figure 3. Data Sources Addressing Each Research Question and Domain

Overarching Categories	Domains	Research Question	Data Sources		
			Key Stakeholder Interviews & Site Visits	Participant Surveys & Interviews	Program Data
Systems Characteristics	Financial Capacity	To what extent does the program appropriately utilize financial resources in an efficient way to maximize partnerships and promote participant engagement (e.g., stipends to youth, incentives, etc.)?	X	X	X
	Partnership Development	To what extent does the program engage partners in order to provide holistic case management services? What has been the approach to partnership development? Have the right partners been engaged? Are additional partners needed (e.g., schools, probation, parole police, jails, prisons, community-based organizations, foster care systems, childcare, and other adult social services, etc.)?	X	X	X
	Employer Relationships	To what extent does the program proactively develop strong relationships with diverse employers that value the contributions of participants? How are employers identified? How have these relationships been cultivated?	X	X	
Organizational Characteristics	Leadership	What is the nature of leadership within the program? What qualities are most effective in achieving desired outcomes for program participants?	X	X	
	Organizational Capacity/ Experience	To what extent is the program able to build upon and leverage previous and/or existing programs working on issues of employment and wellness? And to what extent is the staff confident in its ability to address such issues?	X	X	
	Organizational Structure	To what extent does the programmatic structure feature a logical, balanced, and clearly delineated division of labor? How is staffing managed? Are there clear lines of communication? How often do program staff communicate with partner organizations?	X	X	
	Organizational Culture	To what extent does the program generate a culture of collaboration and cooperation? Is there a culture of recognition and appreciation in place? To what extent does the program involve a kind of hierarchy that could be conceptualized as fostering a corrosive community of care? To what extent does the program embrace evidence-based principles that highlight the importance of positive reinforcement?	X	X	

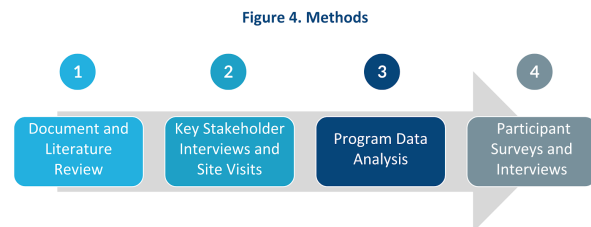
	Knowledge of Youth/ Street Culture	To what extent does the organization recognize and accommodate issues (e.g., peer pressure, gang affiliation, drug abuse, etc.) that may affect enrollment, participation, and successful completion of program?	X	X	
Programmatic Characteristics	Outreach/ Recruitment	To what extent does the program employ a diversified approach to outreach and recruitment? How does the program address issues of institutional distrust among participants? In what way are materials developed to be engaging and culturally appropriate?	X	X	
	Assessment	To what extent does the program operate a culturally appropriate intake, job matching assessment, case management, and referral system to best serve the participants?		X	X
	Database	How does the program database track enrollment, assessments, participation, and desired outcomes?			X
	Job Readiness Training	How does the program prepare participants for the workforce? What tools or techniques are utilized to aid in workforce preparation? How effective (or likeable) is the new curriculum launched in 2017?	X	X	
	Wellness	To what extent and how does the program assess and provide referrals for wellness issues that include substance abuse, mental health (including anger management), child care, financial literacy, and beyond?		X	X
	Job Coaching	To what extent and how does the program prepare participants for jobs (resume development, assessment of interests, needs, talents, etc)? How is determination made regarding whether one goes forward with work or education-based programs?		X	X
	Subsidized Employment	To what extent does the program offer On the Job Training (OJT)? How is this implemented and monitored? How does the subsidized portion of the program work? How are industries' OJT sites established and developed?	X	X	X
	Credential - Based Education	To what extent is the program developing opportunities with credential-based (and non credential-based) educational opportunities that can accept participants into their programs? To what extent are these education-based programs within industries that show signs of being able to employ participants in the near future? To what extent are these opportunities in line with the interests, experiences, talents, and needs of participants?	X	X	X
	Full Time Job Placement	To what extent and how is the program developing opportunities to employ participants full time? How is job development approached? What amount of time do job developers spend in the field developing new relationships with employers vs. working with	X	X	X

		participants on readiness issues? Are participants administratively supported, or given resources to search on their own?			
	Job Retention	To what extent will the program offer continued services once participants are employed and program services are complete?	X	X	X
	Relationships with Families	To what extent does the program involve families? What strategies are used to encourage family participation in support of participants?	X	X	
	Adaptability/Fidelity	To what extent is the implementation of the program in accordance with the proposed plan? How adaptable has the program to change?		X	X
Community Characteristics	Proximity to Jobs / Training	To what extent does the program partner with employers and other resources that are accessible by public transportation or are located within target neighborhoods?		X	X
	Access to Transportation	To what extent do the target neighborhoods of the program have multiple transportation links to jobs/training centers?		X	X
	Relevant Urban Policies	To what extent does the program benefit from urban policies that endorse the production of jobs in urban areas, as well as the construction and support of inner-city transportation?	X	X	

In order to address the research questions listed above, ARLO will reach out to DC Health as well as staff members who represent the various components of the program. Concerted efforts will be directed towards inclusion of both front line staff members who interface directly with program participants as well as those responsible for overseeing GAP as an entire initiative.

6. Methods

ARLO’s research and evaluation team has a wealth of experience leading multi-method research and evaluations projects within the intersecting fields of workforce development, prisoner reentry, and public health. We have prepared a comprehensive evaluation plan that will include the following four methods: (1) document and literature review, (2) key stakeholder interviews and site visits, (3) program data analysis, and (4) participant surveys and interviews. These methods are outlined in detail below.



6.1. Document & Literature Review

ARLO will begin our approach by reviewing all documents and reports developed by GAP. These could include quarterly or periodic reports, memoranda, and any policies and procedures hand books created.

ARLO will also review academic, program, and policy sources on workforce development, wellness, and prisoner reentry. Throughout the course of the project, ARLO will utilize this information to help identify and describe success stories, accomplishments, challenges, lessons learned, recommendations, and the unique value of GAP, as it relates to fellow programs. As an added feature, GAP could consolidate the key take-away lessons from these studies into a workshop module that can be used for staff retreats, trainings, and workshops.

6.2. Key Stakeholder Interviews & Site Visits

ARLO will work directly with Ms. Tamika Gamble, Program Analyst, with DOES, and Ms. Kimberly Harris, Program Manager, of DC Health on all aspects of the evaluation plan. After finalizing the list of individuals to interview throughout the course of the site visits, ARLO will use broad interview guides to structure conversations with various people at the different sites. These guides will identify questions to be asked of each interviewee and provide instructions for the observation of workshops and classes, where appropriate. Dr. Jennifer Bryan, ARLO's seasoned Director of Research and Evaluations, will be on site during each visit to ensure that the interviews are facilitated in such a way as to develop follow up questions, which will not be completely scripted, in order to address additional topics that emerge during the conversations. ARLO will also ask permission to record interviews and will bring appropriate recording devices.

One purpose of the interviews is to begin building relationships and developing an understanding of initial lessons learned and promising practices during implementation. A cross-cutting goal will be to understand the extent to which the GAP is following, or has altered, the proposed model. Each of these key stakeholder interviews will last about an hour in length.

In order to ensure that points raised during interviews were fully and accurately captured, ARLO will request permission from each participant to digitally record the interview. To ensure respondent confidentiality, after transcriptions are completed, the recordings will be deleted and any identifying information, such as names and places of employment, will be redacted from the transcript. At the conclusion of each interview, ARLO will send the interviews to a professional transcription service such as *Transcribe Me* to transcribe the interview notes. ARLO will also begin analyzing the themes using NVivo, a qualitative analysis software program. Dr. Bryan will code responses and prepare analysis that will inform the "bonus" implementation memorandum (due at the end of May 2018) that will identify, describe, and analyze the overall process flow of GAP, programmatic approaches, challenges facing GAP, success stories, lessons learned, promising practices, and recommendations.

In advance of the key stakeholder interviews, ARLO will work with Ms. Gamble to identify and confirm the specific individuals to be interviewed during the site visits after understanding the roles and responsibilities of staff members and partners. ARLO will interview staff members responsible for each aspect of program delivery; including outreach, recruitment, intake, enrollment, workshop and course instruction, transitional work, job placement, job retention, overall program direction and operation, data and program evaluation, employer relationships, and partnership development.

While the exact interview guides might not specifically target building network mappings, an overarching goal of the site visits is to understand the connections among the partners. Thus, ARLO will begin to sketch out a network analysis based on responses from interviews, including where the partnerships exist, the strength of partnerships (financial, contractual, political, etc.), and in what direction partnerships travel. ARLO will also collect any written materials related to outreach materials, intake and assessment forms, curriculum development, performance indicators, and other program functions; including organizational charts and staffing information. Finally, ARLO will coordinate with Ms. Gamble to develop an agenda prior to the site visits.

Each site visit will be conducted over a 2-day period. The first site visits will take place from April 27 through May 31 of 2018, and the second will take place from July through August of 2018. While on site, ARLO will request an opportunity to view the case management systems utilized to track programmatic outcomes, and to interview staff members with knowledge of promising practices, lessons learned, and challenges that each system may present. ARLO will also take photographs of the buildings and resources available to participants at each site. Key personnel for site visit interviews will include program managers and primary contractors (e.g., those coordinating work experience and on-the-job training components, and other training providers). As outlined earlier, ARLO will also engage in observation of classes or training when feasible. Moreover, depending on findings, ARLO could elect to develop and administer a concomitant survey (online) for staff members to determine the extent to which staff members feel confident in their abilities to address issues of health and wellness.

6.3. Program Data Analysis

The most important short-term outcomes are measured by the performance indicators. These include the number of participants GAP has recruited and enrolled; the number of participants who have graduated JRT; the number of participants who have completed their job coaching program; the number who have been placed in subsidized and unsubsidized employment; the number of participants still employed at various milestones; the average number of days participants' remain employed; the average wages earned by participants' in unsubsidized employment; the number of participants referred to Professional Development Training; the number of participants who obtain employment following Professional Development Training; the number of referrals made to health and wellness services; the number of participants receiving health and wellness services to which they are referred; and other indicators that may be identified.

Depending on the completeness of the GAP's reports on DC Health and other funders, ARLO will rely upon and/or incorporate any quarterly or otherwise scheduled reports for data on each site's progress on these performance indicators. Dr. Bryn Herrschaft-Eckman will analyze the data to determine whether GAP has met or exceeded what might be seen as "field-driven" minimum goals of having certain percentages of participants placed into subsidized and unsubsidized jobs; and having certain percentages of those retained at various benchmarks.

ARLO will review the reports for each quarter (and/or time period) and will call Ms. Gamble to ask for any information that is incomplete in the report. This will help ensure that all performance indicator data will be available for analysis and evaluation for the interim and final reports.

The performance indicators will provide the primary measures of the strengths and weaknesses of the program. ARLO will compare the characteristics and implementation strategies of GAP to determine performance on more strongly and weakly identified factors (e.g., the populations targeted, the training and education services offered, the involvement and resources of partners, start-up challenges, and staffing patterns) that may have influenced performance outcomes. Analysis will be both qualitative and quantitative, and the levels of analysis are dependent on the quality of the data. If possible, the performance indicators of PE after the introduction of GAP will be compared with those of a historical sample of PE prior to GAP's inception.

6.4. Participant Surveys & Interviews

In addition to gathering information from key stakeholder interviews, ARLO will conduct both surveys and interviews with GAP participants. The survey will take place first -- most likely near the end of June, 2018. The goal of the surveys will be to ask participants to share insight into what they like about GAP, how well GAP has matched their expectations, the kinds of referrals provided and utilized, the extent to which participants would be interested in parenting supports (early childhood development and fatherhood involvement programs) that DC Health sponsors, and any ideas for improvement. Surveys, by nature, provide a good way to ask for information from a large group of people in a short amount of time. In this sense, they are seen as quantitative gems. Surveys allow for the compilation of opinions and ratings with the ease of a checkmark or "X." In this sense, they do not overwhelm participants who might not have a lot of time. They can also encourage honest answers in that names do not need to appear associated with responses, thus promoting a level of confidentiality and sometimes anonymity that other methods do not offer. Of course, the "con" or limiting side of surveys as a method is that they cannot go too deeply into an issue that requires back and forth dialogue. In this sense, the information gathered from surveys can be more superficial, just scratching the surface. For this reason, our evaluation will also include a series of interviews with participants. The interviews will be designed to gain a deeper understanding of what is going on in a participant's life that is possibly standing in the way of their ability to work to their fullest potential, and achieve the greatest overall wellness possible for themselves. Interviews, in this sense and when done right, can pick up on the insights developed through survey results and go deeper to develop a more complete understanding of issues and challenges facing participants, experiences with GAP, experiences with wellness referrals, and what seasoned ethnographers call "the story behind the story." Thus, we are proposing to combine both surveys and interviews in this current evaluation plan and set in place building blocks so that any change in health and social determinant indicators at programmatic exit can be measured longitudinally at six month, 12 month, 18 month, and two year intervals.

At this point in time, we envision a process that will include ARLO working closely with Ms. Gamble to identify the full list of current GAP participants. This will serve as our overarching sample. We will then

identify a day or two in late June when we could utilize the GAP computer lab to set up stations for participants to come in and fill out our survey online using SurveyMonkey. If agreeable to the program staff members, GAP would enable their participation in the survey to count as part of a regular work day, perhaps give them three hours of work given the need for travel, as well as a small token of appreciation such as a transportation voucher or small gift card. In this sense, the survey gift cards would be covered by GAP and ARLO would receive assistance in contacting the participants to invite them to the survey. Some ideas for announcing and advertising the surveys could include a poster at GAP, postcards announcing the survey sent to GAP participants, telephone calls, coordination with site supervisors, etc. ARLO staff members would be present on this day to help administer the survey and distribute the vouchers or gift cards. In addition, ARLO will announce that there will be an opportunity to engage in a follow up telephone interview in order to learn more about participant experiences with GAP and ideas for how to address their needs even further. The interviews would take place following the survey and throughout the month of July, 2018. Dr. Bryan would lead these interviews and participants would receive gift cards for their participation in a one hour interview. ARLO would take on the responsibility of mailing the gift cards to ensure the greatest level of confidentiality for participants, so that GAP would not know who amongst the full list of GAP participants took part in the interview process. The amounts of the gift cards will be determined through future discussions with GAP and DC Health. ARLO recommends \$20.00 for completing the survey and \$40.00 for completing the interviews.

In total, we will work toward collecting surveys for 200 participants. This would be an increase in the number of surveys collected in 2016. With greater advisement and more participants in the program, we hope to reach this target number more easily. Furthermore, we hope to conduct 50 telephone interviews with participants. This might prove to be the most challenging aspect of this project -- given that participants often move from place to place and scheduling interviews is not always easy. However, this will be our target number. We anticipate all surveys and interviews to be completed by the end of July, 2018.

Figure 5 illustrates the data sources that will be utilized to answer questions regarding short-term outcomes. Long-term outcomes may be added based on the initial evaluation of current data produced by GAP staff, and sample selection for the outcomes study.

Figure 5. Data Sources Addressing Short-Term Outcomes and Domains

Overarching Categories	Domains	Research Question	Key Stakeholder Interviews	Participant Surveys & Interviews	Program Data
Short-Term Outcomes	Meet Objectives	To what extent is the program able to meet its enrollment, employment, training, and other service objectives?	X	X	X
	Performance Indicators	Currently, what are the key performance indicators? How were they developed and adopted?	X	X	X
	Barriers / Challenges	What barriers or challenges, if any, emerged during program implementation, and what are the strategies to overcome them?	X	X	X
	Success / Lessons Learned	To what extent has the program implementation been successful? What practices have been successful in building capacity and sustainability?	X	X	X

Figure 6 outlines a sample performance indicator template for GAP. Additional indicators will be added based on an initial evaluation of the current data produced by GAP staff.

Figure 6. Sample GAP Performance Indicators Template

Indicator	Provided	Completed
For the following, please indicate the number of participants that meet the performance indicator criteria:		
• Received an intake appointment?		
• Identified during JRT as having additional red flag or risk?		
• Received a job coach?		
• Received a wellness specialist?		
• Received a wellness referral?		
• Utilized to a wellness referral?		
• Received another type of service referral?		
• Utilized another type of service referral?		
What is the average hourly wage for those placed into jobs?		
What number of participants have:		
• Been placed into subsidized employment?		
• Been enrolled in credential-based education?		
• Been enrolled in other education or training programs?		
• Attained medical insurance		
• Attended an appointment with a primary physician		
• Addressed health and wellness issues flagged		
• Obtained unsubsidized employment?		
• Not obtained unsubsidized employment and been placed into professional development training?		
• Retained in unsubsidized employment for each milestone (30 days, 60 days, 90 days, 180 days, and one year)?		
• Completed a final meeting with wellness and job specialists?		
• Been closed out due to no contact?		
What number of participants have completed the program by:		

- Being retained in unsubsidized employment?
- Completing professional development training?
- Involvement in program services for one year?
- Enrolling in post-secondary education or training?

What percentage of those obtaining unsubsidized employment have been retained for at least 30 days, 60 days, 90 days, 180 days, and one year?

7. Information Sharing

ARLO will use Google Drive to develop a collaborative portal to support the collection of data from GAP activity. The Google Drive website will enable ARLO to access data and information from GAP throughout the evaluation progresses. Google Drive provides a secure website, hosted on-premises at ARLO, to which members of a collaborative can quickly and easily upload and share documents. ARLO will ask GAP to upload its data and reports to Google Drive, where they will become available for ARLO to analyze. GAP should strip any information that it might consider sensitive in advance of uploading. This will facilitate the sharing of successes, best practices, and common challenges. ARLO might also request that GAP provide regular reports providing de-identified participant demographics data, including age, gender, race, criminal and education backgrounds, and any other factors that it collects. How often the GAP needs to submit this data will depend on how it enrolls participants (for example; cohort method, submitting this data when each new cohort begins; or rolling enrollment, submitting this data continuously, based on an agreed-upon number of submissions per month).

Google Drive provides notifications of activities, such as the uploading or downloading of a file, and also offers version control and the checking in and out of documents. The system thus has the capability to allow GAP to comment on or ask questions about activities, successes, or challenges noted. This could substantially advance the speed at which the evaluation takes place. Google Drive websites are accessible via a password-controlled web environment, which will be made available through ARLO’s corporate portal. Google Drive also offers central management of all file security, enabling administrators to control who can upload, access, and download, or modify each document on the website.

The *Implementation Evaluation of the Community-Based Job Training Grant (CBJTG) Program Final Report*⁴ notes that participants in their case study found great value in the peer-to-peer learning among grantees. Newer recipients especially benefited from learning how more experienced grantees managed their grants, tracked participants, and designed curricula and career paths for specific industries. The Google Drive website will facilitate similar sharing and learning experiences.

⁴ Eyster, L., Derrick-Mills, T., Trutko, J., Compton, J., Stanczyk, A., & Smith Nightingale, D. (2012). *Implementation evaluation of the Community-Based Job Training Grant (CBJTG) program: Final report*. Retrieved from: <http://www.urban.org/sites/default/files/alfresco/publication-pdfs/412890-Implementation-Evaluation-of-the-Community-Based-Job-Training-Grant-CBJTG-Program.PDF>

ARLO will review the activity templates on a regular basis. We will use the data reported to update summary files on the performance indicators, and to record any notable successes or challenges. ARLO will encourage GAP to read any summary reports to maintain awareness of the activities and performance of other programs, to identify activities or practices that might improve their own programs, and to share thoughts on common challenges.

8. Enhanced Features

In addition to the multi-method approach outlined above, ARLO has identified some important additional features that DOES, GAP and DC Health might want to consider adding for an enhanced evaluation. These are outlined below.

8.1. Environmental Scan & Spatial Analysis

ARLO could conduct a detailed environmental scan that would include the development of profiles for various GAP communities and neighborhoods within the District, with detailed demographic, socioeconomic, and GIS data. By establishing a baseline on conditions at each neighborhood, the environmental scan could help ARLO qualitatively identify the community-level impacts generated by GAP, since these impacts will not be statistically measurable, as well as identify any gaps in services, or location-based/distance-based issues with service delivery.

As noted above, ARLO has the ability to develop community profiles for each of the GAP neighborhoods in the District. Each community profile could utilize census data to identify the tract-level distribution of such characteristics as major industries, racial and ethnic populations, unemployment, adults without high school diplomas, and poverty rates, including concentrated poverty. The community profiles could also include a map or work site and wellness resources. They could identify the census tracts, with the top quartile of ideal populations defined, for example, by high percentages of those who did not graduate high school and unemployment rates, or by high percentages of all three characteristics. Another map in each community profile displays the location of business and nonprofit resources in relation to the target population tracts. This can help identify potential spatial mismatches between members of target populations and the jobs they need.

These maps and the underlying data provide the foundation for several types of potentially informative spatial analysis. For example, participants' tracts can be compared with the target population maps to assess whether each site is reaching the geographic areas with the highest need. This would help determine whether GAP is serving individuals who do need the training, education, or employment services offered, but who do not reside in the highest need tracts. The difference in these recruitment patterns could have important implications for the longer-term effects the program hopes to have on distressed neighborhoods. Spatial analysis of the relationship between participants' residences and the locations of the jobs or schools in which they are placed might also provide important insights into transportation or housing needs that successful programs must address, or the long-term importance of increasing job or employment training opportunities in specific neighborhoods of a city. Spatial analysis

of the relationship between participants' residences and places of employment, and the distance to services to which they are referred by GAP may also help enhance an understanding for why participants do not follow through on referrals, and potential for referrals to services based on these locations in participants' lives.

8.2. Recidivism Analysis

As an added feature, the ARLO team can conduct a recidivism analysis for those participants in GAP who are justice-involved and referred from justice agencies following release from jail or prison, depending on the numbers of individuals who have participated in GAP who meet this criteria. Obtaining gainful employment and improving physical and behavioral health are often tied to desistance from criminal behavior. ARLO can make a data request to the Court Services and Offender Supervision Agency (CSOSA) for the District of Columbia for justice-involved participants to determine whether or not they have been rearrested or returned to jail or prison for new charges or violations of supervision during or after participation in GAP. Statistics for the program can then be compared to recidivism statistics available for all offenders to determine if GAP has a measurable impact on desistance from criminal behavior for its justice-involved participants.

8.3. Employer Study

As another added feature, ARLO can facilitate an "employer" study. An employer study is something that can help identify what past, present, and potential employers need in terms of technical know-how, work ethic, life skills, and personalities. Employer studies often serve the dual purpose of letting employers know that the program cares about their feedback as well as any unmet needs. It can help to identify if any issues or challenges emerged during GAP participants' tenure as employees, and it can help uncover success stories, as well as accomplishments. Although many programs tend to think they know intuitively what employers are looking for in terms of both hard and soft skills, what an employer tells a job developer is often not the full story behind what would make for the most successful and seamless, "win win," work experience. Moreover, the insights developed through interviews and surveys with employers can be translated into "lessons" during the JRT and job coaching appointments. Finally, it could be the case that participants with health and wellness needs such as parenting children with disabilities could require employment positions with employers who are more understanding with regard to issues that could arise (emergency doctor appointments, etc). ARLO would be open to sharing more information about this potential study and how it could work with a sample of employers. In addition, we could perform an industry analysis to help guide GAP as it works to place participants in jobs that are marked for growth.

9. Analysis & Reporting

After the data is collected through key stakeholder interviews, site visits, reviews of performance indicators and related reports, and the participant surveys and interviews, ARLO will begin to analyze the data using NVivo and SPSS. NVivo, a qualitative software program, will be particularly helpful in

allowing ARLO to identify and analyze themes. ARLO's Director of Research and Evaluation will lead this effort to ensure reliability and accuracy of coding. SPSS is a quantitative software program that is helpful for running analyzes and frequencies on quantitative outputs and outcomes. Dr. Herrschaft-Eckman, ARLO's Senior Program Evaluator, will lead this process.

ARLO will develop a "bonus" implementation memorandum to highlight the inner workings and overall process of GAP in terms of workflow, challenges, lessons learned, success stories, accomplishments, and recommendations. If the data sharing agreement is approved and data is provided within this timeframe, ARLO will also include a preview of the outputs for this report. Alternatively, this information will be included in a later memorandum and report. This implementation memorandum will be due by May 31, 2018.

A final evaluation report will provide GAP with conclusions on improving efforts to assist participants in securing employment enhancing wellness. The report, which will be submitted on October 26, 2018, will address the research questions posed in the study. ARLO will also develop a PowerPoint presentation consolidating research and evaluation findings. This brief will be submitted and presented before the end of the contract.

10. Conclusion

In conclusion, this evaluation plan will enable ARLO to acquire an in-depth understanding of the issues and challenges facing GAP as it goes about the process of implementing its wellness and employment project for some of the District's most vulnerable community members. The plan contains the following seven major components:

1. Document review and assessment of program data provided by GAP.
2. Key qualitative stakeholder (telephone and in person) interviews to understand the structure, partnerships, resources, organizational development, and programmatic strategies proposed, and the extent to which they may have changed.
3. Site visits, during which: ARLO will interview staff members and key stakeholders to develop an understanding of promising practices and lessons learned; requests will be made for copies of outreach materials, intake assessments, materials on program participation, programmatic services, job placement, and retention efforts; ARLO will utilize this time to conduct ethnographic assessments of JRT as well as work sites.
4. Participant surveys and interviews to learn more about the issues and challenges facing participants as well as success stories and experiences with GAP.
5. Quantitative analysis of key performance indicators (inputs, outputs, and outcomes) such as resources invested in the project (financial, time, etc); number of intake specialist appointments, number of job readiness training sessions, number of job specialist meetings, number of wellness specialist meetings, number of hours of service for each participant, etc (outputs); and number of

individuals obtaining unsubsidized employment, average number of days retained in unsubsidized employment; average hourly wages, improvements in self-reported health and wellness, etc (outcomes); and refinement of the program logic model.

6. Possible scan of environmental issues (unemployment, high school graduation rates, crime, etc) that affect the neighborhoods served within the District and mapping of resources and referrals, including distances to participants' homes and places of employment.
7. Technical assistance and guest speaker professional development services provided on issues identified as critical to program success.

While several relevant implementation and outcomes evaluations have been completed on workforce development and prisoner reentry, very few projects have even attempted to add wellness in the ways in which GAP has designed. There is still much to learn, as rigorous implementation evaluations have yielded mixed results. The goal is to produce an implementation evaluation that provides insight into the issues and challenges facing grantee organizations, and on promising practices and lessons learned in implementing wellness and employment projects in some of the most challenged urban neighborhoods in the United States.

11. Appendix

11.1. Work Plan: Deliverables & Timeline

Highlights the key deliverables and due dates for this evaluation.

Task	Deliverable	Due Date
1.0	Project Management Activities	Ongoing
1.1	ARLO-GAP Kickoff agenda	March 14, 2018
1.2	ARLO-GAP Kickoff meeting	March 14, 2018
1.3	ARLO-GAP Kickoff meeting notes	March 14, 2018
1.4	Document Request & Review	Ongoing
1.5	Program Data Request	Ongoing
1.6	ARLO-GAP Follow up Call	March 19, 2018
1.7	ARLO-GAP monthly agenda	March 28, 2018
1.8	ARLO-GAP monthly meeting	March 28, 2018
2.0	Literature Reviews	Ongoing
2.1	ARLO-GAP monthly meeting note	April 3, 2018
2.2	ARLO-GAP bi-weekly call agenda	April 5, 2018
2.3	ARLO-GAP bi-weekly call meeting	April 5, 2018
2.4	ARLO-GAP bi-weekly call notes	April 9, 2018
2.5	Draft evaluation plan submitted	April 25, 2018
2.6	ARLO-GAP Monthly meeting agenda	April 27, 2018
2.7	ARLO-GAP Monthly meeting	April 27, 2018
2.8	Observation of JRT	April 27, 2018
3.0	ARLO-GAP Monthly meeting notes	May 1, 2018
3.1	DC Health & GAP feedback on plan	May 1, 2018
3.2	Key Stakeholder Interviews	May 10 - 11, 2018
3.3	ARLO-GAP bi-weekly meeting agenda	May 17, 2018
3.4	ARLO-GAP bi-weekly meeting	May 17, 2018
3.5	ARLO-GAP bi-weekly meeting notes	May 22, 2018
3.6	Transcription & Interview Analysis	May 14-18, 2018
3.7	Program Data Analysis & Logic Model Refinement (dependent on data request)	May 14 - 28, 2018
3.8	“Bonus” implementation memo (dependent on data request)	May 31, 2018
3.9	ARLO-GAP monthly meeting agenda	May 31, 2018
3.10	ARLO-GAP monthly meeting	May 31, 2018
4.0	ARLO-GAP monthly meeting notes	June 5, 2018
4.1	Preparation for Participant Surveys & Interviews	June 4- 8, 2018
4.2	Final evaluation plan	June 7, 2018
4.3	ARLO-GAP bi-weekly agenda	June 13, 2018

4.4	ARLO-GAP bi-weekly meeting	June 13, 2018
4.5	ARLO-GAP bi-weekly meeting notes	June 20, 2018
4.6	Participant Surveys	June 28, 2018
4.7	Participant Interviews	June 28 - July 31, 2018
4.8	ARLO-GAP monthly meeting agenda	June 28, 2018
4.9	ARLO-GAP monthly meeting	June 28, 2018
5.0	ARLO-GAP monthly meeting notes	July 2, 2018
5.1	Participant Interviews	Ongoing
5.2	ARLO-GAP bi-weekly agenda	July 12, 2018
5.3	ARLO-GAP bi-weekly meeting	July 12, 2018
5.4	ARLO-GAP bi-weekly meeting notes	July 17, 2018
5.5	Participant Interviews	Ongoing
5.6	ARLO-GAP monthly meeting agenda	July 26, 2018
5.7	ARLO-GAP monthly meeting	July 26, 2018
5.8	ARLO-GAP monthly meeting notes	July 31, 2018
6.0	Analysis of all data	August 2018
6.1	ARLO-GAP bi-weekly agenda	August 9, 2018
6.2	ARLO-GAP bi-weekly meeting	August 9, 2018
6.3	ARLO-GAP bi-weekly meeting notes	August 14, 2018
6.4	Analysis of all data	Ongoing
6.5	ARLO-GAP monthly meeting agenda	August 30, 2018
6.6	ARLO-GAP monthly meeting	August 30, 2018
7.0	ARLO-GAP monthly meeting notes	September 4, 2018
7.1	Analysis of all data	Ongoing
7.2	ARLO-GAP bi-weekly agenda	September 13, 2018
7.3	ARLO-GAP bi-weekly meeting	September 13, 2018
7.4	ARLO-GAP bi-weekly meeting notes	September 18, 2018
7.5	Analysis of all data	Ongoing
7.6	ARLO-GAP monthly meeting agenda	September 27, 2018
7.7	ARLO-GAP monthly meeting	September 27, 2018
8.0	ARLO-GAP notes	October 2, 2018
8.1	Draft Final Evaluation Report	October 1, 2018
8.2	ARLO-GAP bi-weekly agenda	October 11, 2018
8.3	ARLO-GAP bi-weekly meeting	October 11, 2018
8.4	ARLO-GAP bi-weekly meeting notes	October 15, 2018
8.5	Feedback from GAP & DC Health on report	October 15, 2018
8.6	Final Evaluation Report	October 25, 2018
8.7	Final Evaluation Presentation (monthly meeting)	October 25, 2018



District of Columbia
Department Of Employment Services
Division of State Initiatives
Payroll Unit
Standard Operating Procedure Manual

D.O.E.S. - Interim Director
Dr. Unique N. Morris-Hughes

Deputy Director, DSI
Charles Jones

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Introduction

The District of Columbia's, Department of Employment Services (DOES) has been appointed as the primary agency to administer and implement the District's workforce development and training programs with services for eligible residents. The department operates the majority of its locally funded programs within the Division of State Initiatives (DSI). Those programs are designed to provide comprehensive employment and training services to underserved adults facing multiple barriers to employment. The Department's services provide participants with training, substantive work experiences, educational opportunities, and a wide range of supportive services. Through extensive collaboration with District agencies and the local business community, DSI seeks to generate positive, long-term employment through opportunities created by transitional employment and training programs.

One of the administrative functions DSI provides is financial support for participants is payroll management services. The intent of this document is to provide the reader with an overview of the payroll management processes and procedures. The level of detail provided herein will be sufficient for most users. Additional detail is available upon request in the detailed standard operating procedures referenced throughout this document.

The DOES/DSI Payroll Unit operates under the following parameters for management and service execution:

- To standardize payroll processing while maintaining compliances.
- To facilitate computer integration and automation.
- To consolidated reporting and analytics.
- To organize and manage operations with various payroll requirements.
- To establish mechanisms in coordination of data management, computer systems security, and record management.
- To provide high-level customer services.
- To ensure the security and confidentiality of participant's records and documents.

The DSI – Payroll Unit administers payroll services in accordance with generally accepted accounting principles and within department guidelines. Those principles and guidelines are inclusive within this DSI Payroll Manual. The manual includes process maps, annual payroll schedule, payroll activity calendar, comprehensive processing narratives, processing screen shots, SOP crosswalk, informational charts, and a list of acronyms/abbreviations. Federal and District policies and procedures can change at any time; these changes shall be reviewed by the department's Senior Management. Those changes may supersede any manual provisions not compatible with current operations and services. Therefore, it is essential to periodically review and update this document and/or include additional information. It is DSI personnel responsibility to occasionally review this document and be attentive of any changes.

The DSI – Payroll Unit takes a proactive approach to ensure all participants are paid accurately and on time. The Unit initiates problem resolution by interacting with participants, timekeepers, supervisors, and DSI personnel. By working closely with participants to meet their individual requirements, identify areas requiring payroll staff intervention and/or monitoring, and to provide continuous feedback and resolution of payroll and T&A issues – the Payroll Unit is able to produce positive outcomes. Furthermore, the Unit ensures participant questions and

concerns are promptly and accurately addressed through presentations, online and direct assistances, and planning activities.

Location - The DSI - Payroll Unit is located at the Department of Employment Services, 4058 Minnesota Avenue, N.E. – 2nd Floor. The Unit’s operational hours are from 8:30 a.m. to 5:00 p.m., Monday - Friday

Payroll Contact Information - Lashawn Myles, DSI - Payroll Coordinator, 202-698-2048, E-mail – Lashawn.myles@dc.gov Janae Holt, DSI – Payroll Assistant, 202-698-3753, E-mail - Janae.holt@dc.gov

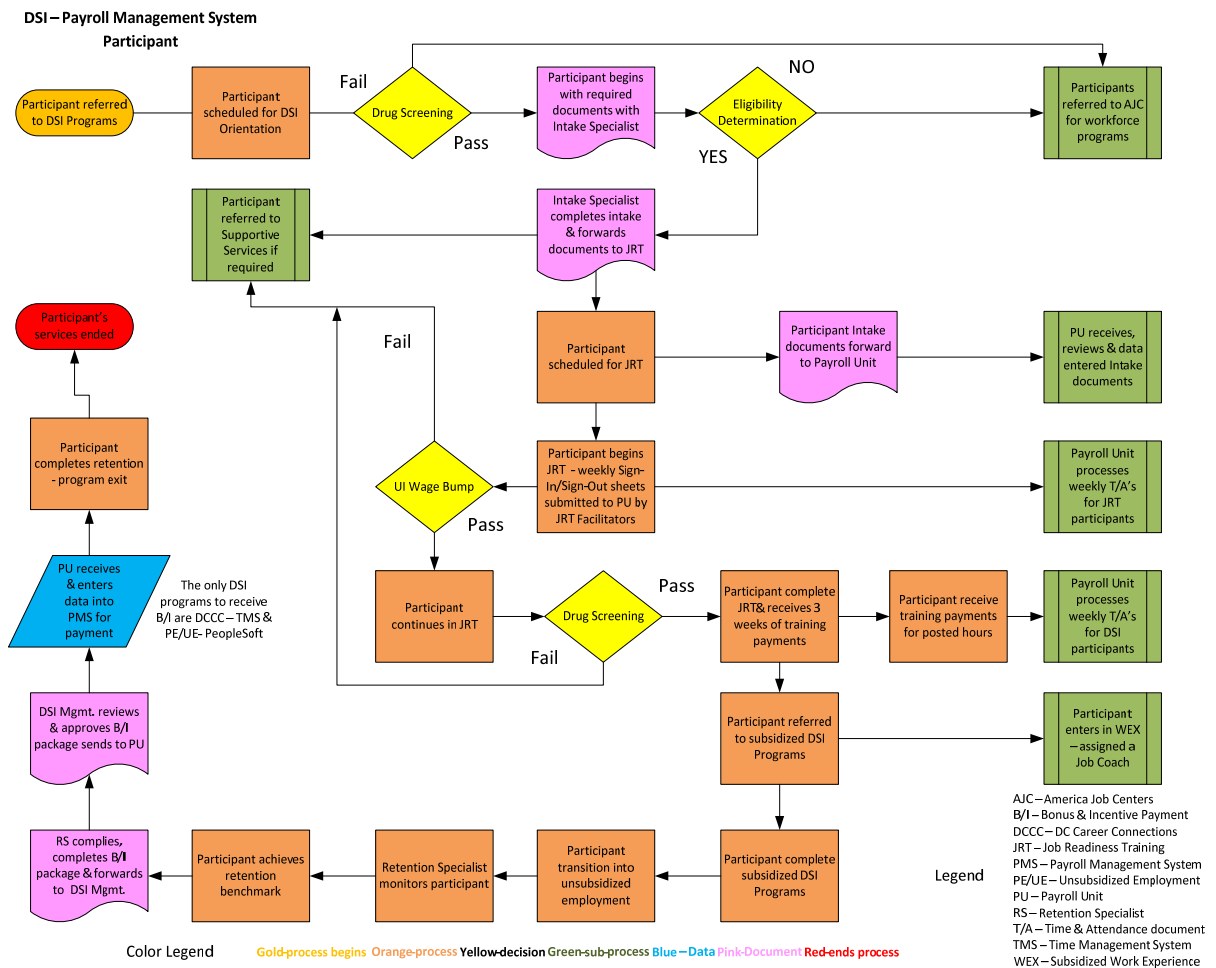
Pay Dates and Activities - All pay dates and unit activities for the current year can be found within this manual under the 2018 Payroll Schedule and Payroll Activities Calendar

Acronyms and Abbreviations

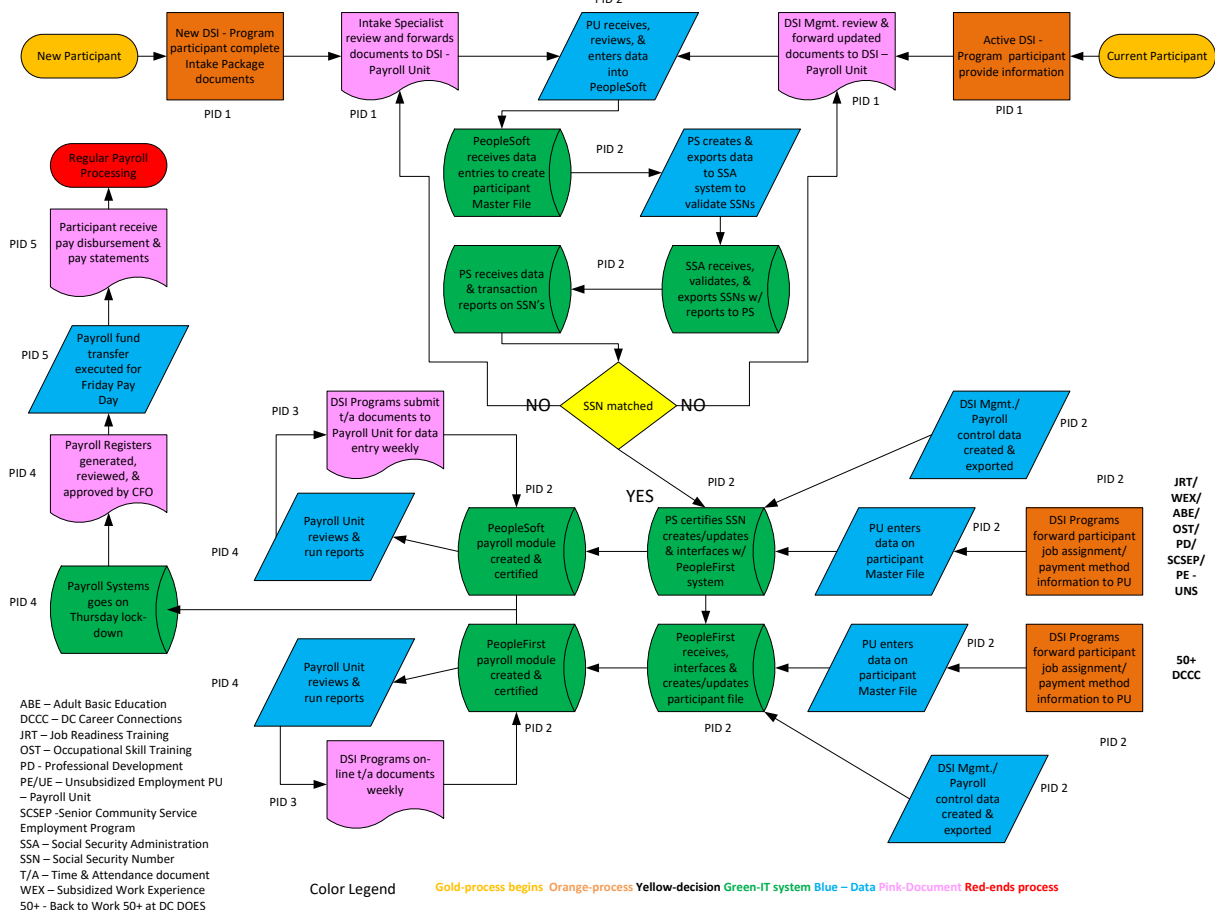
Acronyms	Full Term
ABE	Adult Basic Education
ACH	Automated Clearing House
AJC	American Job Center
B/I	Bonus & Incentive Pay Awards
CFO	Office of The Chief Financial Officer
DCCC	D.C. Career Connections
JRT	Job Readiness Training
OIT	Office of Information Technology
OPRS	Office of Pay and Retirement Services
PD	Professional Devolvement
PE	Project Empowerment
PII	Personal Identifiable Information
SCSEP	Senior Community Service Employment Program
SSA	Social Security Administration
SSN	Social Security Number

SSRS	SQL Server Reporting Services
T/A	Time and Attendance document
TMS	Time Management System
UA	Urinalysis
UI	Unemployment Insurance
VOS	Virtual One Stop, D.C. Networks
WEX	Work Experience - Subsidized
50+	Back to Work 50+ at DOES

Payroll Processing Maps



DSI – Payroll Management System – High Level



DOES/DSI Programs 2018 Payroll Schedule

Pay Period Start Date	Pay Period End Date	Time Due Date * (By Noon)	Payroll Process Date	Pay Date
12/24/2017 (Sunday)	01/06/2018 (Saturday)	01/12/2018 (Friday)	01/16/2018 (Tuesday)	01/19/2018 (Friday)
01/07/2018 (Sunday)	01/20/2018 (Saturday)	01/26/2018 (Friday)	01/30/2018 (Tuesday)	02/02/2018 (Friday)
01/21/2018 (Sunday)	02/03/2018 (Saturday)	02/09/2018 (Friday)	02/13/2018 (Tuesday)	02/16/2018 (Friday)
02/04/2018 (Sunday)	02/17/2018 (Saturday)	02/23/2018 (Friday)	02/27/2018 (Tuesday)	03/02/2018 (Friday)
02/18/2018 (Sunday)	03/03/2018 (Saturday)	03/09/2018 (Friday)	03/13/2018 (Tuesday)	03/16/2018 (Friday)
03/04/2018 (Sunday)	03/17/2018 (Saturday)	03/23/2018 (Friday)	03/27/2018 (Tuesday)	03/30/2018 (Friday)

03/18/2018 (Sunday)	03/31/2018 (Saturday)	04/06/2018 (Friday)	04/10/2018 (Tuesday)	04/13/2018 (Friday)
04/01/2018 (Sunday)	04/14/2018 (Saturday)	04/20/2018 (Friday)	04/24/2018 (Tuesday)	04/27/2018 (Friday)
04/15/2018 (Sunday)	04/28/2018 (Saturday)	05/04/2018 (Friday)	05/08/2018 (Tuesday)	05/11/2018 (Friday)
04/29/2018 (Sunday)	05/12/2018 (Saturday)	05/18/2018 (Friday)	05/22/2018 (Tuesday)	05/25/2018 (Friday)
05/13/2018 (Sunday)	05/26/2018 (Saturday)	06/01/2018 (Friday)	06/05/2018 (Tuesday)	06/08/2018 (Friday)
05/27/2018 (Sunday)	06/09/2018 (Saturday)	06/15/2018 (Friday)	06/19/2018 (Tuesday)	06/22/2018 (Friday)
06/10/2018 (Sunday)	06/23/2018 (Saturday)	06/29/2018 (Friday)	07/03/2018 (Tuesday)	07/06/2018 (Friday)
06/24/2018 (Sunday)	07/07/2018 (Saturday)	07/13/2018 (Friday)	07/17/2018 (Tuesday)	07/20/2018 (Friday)
07/08/2018 (Sunday)	07/21/2018 (Saturday)	07/27/2018 (Friday)	07/31/2018 (Tuesday)	08/03/2018 (Friday)
07/22/2018 (Sunday)	08/04/2018 (Saturday)	08/10/2018 (Friday)	08/14/2018 (Tuesday)	08/17/2018 (Friday)
08/05/2018 (Sunday)	08/18/2018 (Saturday)	08/24/2018 (Friday)	08/28/2018 (Tuesday)	08/31/2018 (Friday)
08/19/2018 (Sunday)	09/01/2018 (Saturday)	09/07/2018 (Friday)	09/11/2018 (Tuesday)	09/14/2018 (Friday)
09/02/2018 (Sunday)	09/15/2018 (Saturday)	09/21/2018 (Friday)	09/25/2018 (Tuesday)	09/28/2018 (Friday)
09/16/2018 (Sunday)	09/29/2018 (Saturday)	10/05/2018 (Friday)	10/09/2018 (Tuesday)	10/12/2018 (Friday)
09/30/2018 (Sunday)	10/13/2018 (Saturday)	10/19/2018 (Friday)	10/23/2018 (Tuesday)	10/26/2018 (Friday)
10/14/2018 (Sunday)	10/27/2018 (Saturday)	11/02/2018 (Friday)	11/06/2018 (Tuesday)	11/09/2018 (Friday)
10/28/2018 (Sunday)	11/10/2018 (Saturday)	11/16/2018 (Friday)	11/20/2018 (Tuesday)	11/23/2018 (Friday)
11/11/2018 (Sunday)	11/24/2018 (Saturday)	11/30/2018 (Friday)	12/04/2018 (Tuesday)	12/07/2018 (Friday)
11/25/2018 (Sunday)	12/08/2018 (Saturday)	12/14/2018 (Friday)	12/18/2018 (Tuesday)	12/21/2018 (Friday)
12/09/2018 (Sunday)	12/22/2018 (Saturday)	12/28/2018 (Friday)	01/02/2019 (Wednesday)	01/04/2019 (Friday)
12/23/2018 (Sunday)	01/05/2019 (Saturday)	01/11/2019 (Friday)	01/15/2019 (Tuesday)	01/18/2019 (Friday)

** All Time & Attendance is due by Noon of the Due Date - Fridays*

*** Resolution Payments (Supplements) will be run on Tuesday's after the scheduled pay day for the pay period*

Standard Operating Procedures

The following chart represents the current SOP's providing information and guidance supporting the management and services executed by the DSI – Payroll Unit:

SOP Title	Brief Description
Official Record Documentation Management	To provide information and guidance on managing official documents, paper and/or electronic generated from governmental operations.
Payroll Cycle & Responsibilities	To provide information and guidance on payroll cycle standards with supporting responsibilities.
Payroll Duty Separation	To provide information and guidance on payroll management standards for separation of duties and functions within Payroll Management Operations.
Payroll Management - Glossary	To provide an established set of standard definitions associated with Payroll Management Operations.
Payroll Management Laws	To provide information and legal guidance for regulations and laws with Payroll Management Operations.
Personal Identifiable Information	To provide information and guidance on Personal Identifiable Information related to Social Security Number
Payroll Management System	To provide information and guidance on the basic elements of payroll management system.
QA/QC for Payroll Management Systems	To provide information and guidance on operational management utilizing QA/QC methodology.
Electronic Payroll Record Management	To establish standards for the proper use of D.C. Government provided electronic mail (e-mail) services with regard towards electronic records/payroll management.
Employment Eligibility Verification	To provide information and guidance on Employment Eligibility Verification (I-9) while maintaining Personal Identifiable Information standards.
Protection of D.C. Government Information	To provide information and guidance on Information Technology and Telecommunication - Staff Responsibilities
Personal Identifiable Information	To provide information and guidance on processing Personal Identifiable Information related to Federal and State Tax Forms (W-4 & D-4).

Payroll Responsibilities	To provide information and guidance on DSI personnel responsibilities related to payroll services
Record Management–Personnel/Payroll Records and Files	To provide information and guidance on the establishment, location, and maintenance of official personnel and payroll records/ documents

The DSI – Payroll Unit Manual is a corroboration of a series of comprehensive SOPs encompassing the Payroll Management System. Those SOPs substantiate major elements of the payroll services managed and executed by the Payroll Unit. For a better understanding, the following subject areas are represents within this SOP Summary Chart:

Processing Participant Information

Process ID	Brief Description	Relevant SOPs
Intake Process	Processing & protecting participant information generated form the Intake Package with SSN, W-4, D-4, & I-9	PII on SSN, W-4, D-4, & I-9 processing
Master File Creation/ Changes	Creation and changes in participants data, batching processing for data updates, debit card, and direct deposit	Payroll Management System
Program Transiting & Exiting	Participant becoming program ineligible because of UI Wage Bump, Drug Screening, policy violation(s) or transiting because of completed services, transiting between programs, and unsubsidized employment.	Payroll and Record Mgmt. Systems

Time and Attendance Processing

Process ID	Brief Description	Relevant SOPs
Time and Attendance	Payroll Processing for various DSI programs, in detail JRT	Payroll Cycle & Responsibilities and Payroll Management System
Validation	Payroll processing reporting, system lock-down, and payroll register review and approved	Payroll Cycle & Responsibilities and Payroll Management System
Disbursement	Participant payroll disbursement via direct deposit, debit card, or check.	Payroll Cycle & Responsibilities and Payroll Management System
Resolution	Off-cycle participant payroll processing and	Payroll Cycle &

Processing	disbursement for supplemental payments	Responsibilities and Payroll Management System
Bonus and Incentives Processing	Payment processing for participants in unsubsidized employment and approved for a Bonus/Incentive package	Payroll Cycle & Responsibilities and Payroll Management System

References and Compliance

Process ID	Brief Description	Relevant SOPs
References	Provides regulations and supports policy governing execution of payroll services	Payroll Management Laws
References	Provides standards language for understanding information and/or terms	Payroll Management Glossary
Compliance	Provides QA/QC methodology for internal compliance	QA/QC on Payroll Processing

Payroll Paradigms

Payroll Services – DSI – Payroll Management System within the Payroll Unit has established five levels to provide daily operational guidance:

1. **Purpose** – The DSI - Payroll Management System assists various DSI Programs with their participants to efficiently and accurately manage computing, disbursing, and reporting their salaries. The system combines software, accounting processes, services, hardware, and other systems to help automate the payroll process, from gathering timekeeping information, to computing wages, to disbursing salaries and pay statements. The DSI has established payroll policies that control, protect, and manage operational cost, reducing the incidence of errors and to managing risk. Payroll procedures provide efficiencies in time collection, document processing, data entry, payment, and record keeping.
2. **Assurances** – The DSI Payroll Unit guarantees that all program participants receive payments correctly and on time. The Unit safeguards the Division’s operations in adherence to all Federal and District laws, especially those referring to taxes, employment eligibility, health care and retirement funding, fair labor standards, and anti-discrimination. The Unit collaborates with all other DSI programs on all internal and external compliance and validation issues. The Unit ensures that all payroll policies and procedures are made in collaboration with all the DSI services, activities, and systems provided to eligible programs participants.

3. **Management** – Payroll policies and procedures have defined the responsibilities of the DSI Payroll Unit. Since payroll activities/functions encompass participants’ confidential information, policies are specific enough to incorporate access and security level standards. In addition, those polices provided the overall structure of DSI - Payroll Management Systems. The payroll procedures detail the processes for participants who are engaged in pre-employment activities thru program exiting. They include payroll activities and forms required for processing new/returning hires, participant and employment changes, information updates, special payments, deductions, time & attendant reporting, termination, program exiting, and follow-up.
4. **Risk Management** - To minimize risk factors within the DSI Payroll Unit, payroll policies include various internal controls, including following appropriate delegations and procedures for all payroll transitions, establishing access controls for the payroll management system, segregating payroll processing functions, cross training on payroll functions, and reviewing the recordkeeping and reporting procedures. The department’s Office of The Chief Financial Officer (CFO) is the approving authority for reviewing and certifying all pay information. The CFO can audit all payroll transactions, while the department’s Office of Compliance and Internal Monitoring (OCIM) conducts programmatic audit reviews. DSI payroll policies and procedures protect payroll confidentiality while ensuring that only authorized persons have access to participant information.
5. **Responsibilities** - The DSI Payroll Unit is responsible for managing payroll work flow while ensuring efficient and timely payroll processing. The Unit establishes payroll schedules and deadlines for submitting payroll documents and supporting activities. Payroll staff controls access to information within the payroll management system. Staffers enter data, review timekeeper entries, and make changes as required on participants’ submitted payroll documents or personal information. The Unit makes sure required payroll documents are completed and forwarded within set time periods. Staffers are also responsible for reviewing payments and deductions and advising the department’s CFO for any discrepancies.

Separation of Duties

The DSI - Payroll Management System has established internal controls designed to provide Separation of Duties. Such separation occurs with all payroll functions as well as with other areas dealing with sensitive or valuable data. The DSI Payroll Unit has properly organized all payroll processes to guarantee there are no opportunities for erroneous or fraudulent pay transactions. Moreover, all DSI programs have safeguards in place to ensure that all payroll processes and information involving their program and services are adequately segregated. Wherever possible, responsibilities for each of these functions are designated to different DSI personnel. In general, the “separation of duties” encompasses the following:

- Authorizing payroll additions, deletions and changes;
- Producing the primary records attesting to an employee’s time worked;

- Preparing timekeeping data and input into the PeopleFirst and PeopleSoft systems;
- Processing electronic timesheets and all payroll transaction forms
- Validating payroll accounts and registers; **and**
- Distributing debit card, pay checks, and earnings statements

Specifically, the DSI – Payroll Unit operates the following “separation of duties” while execute services for DSI participants:

Approvals and Authorization

- DSI – Payroll Unit ensures that authorizations are segregated from preparation and processing payroll records, debit cards, direct deposits, and checks.
- DSI – Payroll Unit ensures all authorizations are properly documented. No payroll-related changes are entered into People First/TMS and PeopleSoft systems without records in place that authorize the change. All authorizing documentation is record- managed by the Unit for all payroll change transactions to be later reconciled and/or audited.
- DSI – Payroll Unit safeguards access to payroll/personnel data records and documents containing sensitive and/or confidential information by maintaining record management standards.

Time and Attendance Reporting

- DSI - Management and Payroll Units have established policies to ensure that time entry responsibilities are executed by “timekeepers” for payroll data collection, timesheet signature, and appropriate documentation of all time reporting. Back-up timekeepers are appointed and trained to provide seamless processing for participants.
- Completed timesheets are reviewed and certified by the Supervisor having direct supervision over participants, to indicate that services were performed, ensuring that the days/hours worked are accurate and justified. After timesheets have been reviewed and approved by such supervisory personnel, timesheets are copied/transmitted to the DSI –Payroll Unit upon request.

Payroll Adjustments/Changes

- All changes in participants’ employment status, wage rates, and tax deductions are properly authorized, approved, and documented by the DSI – Payroll Unit.
- DSI – Payroll Unit staff processing changes do not receive and/or review the payroll register and checks.
- Access to all change forms completed and submitted by DSI personnel are restricted by maintaining documents in locked drawers and/or cabinets.
- DSI - Payroll Unit establishes and tracks all written criteria governing to pay codes of any previously processed payroll data, subject to approval by DSI Management. The payroll code changes are processed by OPRS/OCTO for TEP & SCSEP and the department’s OIT for DCCC and BTW 50+.

- DSI Management reviews all payroll change reports to ensure any payroll changes are being properly authorized and input correctly into PeopleFirst/TMS and PeopleSoft.

Paycheck/Debit Card/Direct Deposit Procedures

- Participants are not paid prior to the actual pay dates, to ensure payments are not transacted prior to the date they are legally valid.
- Automated pay disbursement is executed by the department's CFO/OIT and OPRS which are not connected with any of the steps of payroll preparation to ensure proper segregation of duties.
- Undistributed paychecks and debit cards remain with the department's CFO for safekeeping and eventual cancellation, if necessary. They are not returned to any DSI personnel involved with processing payroll records or anyone who performs payroll reconciliation.

Reconciliation Procedures and Reports

- Regular, systematic reconciliation activities and report cross-checks detected payroll errors resulting in over or under-payments. Therefore, the Payroll Unit must have clear understanding and process for reviewing payroll records and reports. Furthermore, the DSI - Payroll Unit maintains an electronic log of all reconciliations and report review activities to help ensure this important step is performed.
- Monthly or Quarterly payroll reconciliations are reviewed and signed by a DSI Management, and recorded appropriately.
- Reconciliations are performed by DSI personnel who does not have modification rights to the payroll management system and/or processes participant's payroll.

DSI Programs

At present, the following DSI Programs utilize the services of the DSI – Payroll Unit for participants receiving employment and training wages. Conversely, the Unit employs advanced program information from various eligibility determinations, hourly rates, weekly maximum hours, residency, and program duration to create payroll controls per program with the department's Office of Information Technology (OIT) and the Office of Pay and Retirement Services (OPRS):

DC Career Connections (DCCC) is a work-readiness program designed to give out-of-school and unemployed young adults workforce development opportunities to enable them to transition into unsubsidized employment. Participants can participate in the program for up to nine (9) months, working up to forty (40) hours per week at an employment and training wage of \$9.50 per hour. **To be eligible, young adults must be:**

- Residents of the District of Columbia
- Currently not attending school and unemployed
- Currently between 20 and 24 years old

- Presently have permission to work in the United States
- Be willing to take urinalysis drug tests throughout the duration of the program

Senior Community Service Employment Program (SCSEP) is a part-time community service and work-based workforce development program to assist Senior-aged participant transition into unsubsidized employment. Participants can participate in the program for up to one year, working up to twenty (20) hours per week at an employment wage of \$12.50 per hour. **Participants must be:**

- Residents of the District of Columbia
- Currently 55 years of age or older
- Currently have an annual income less than 125% of the Federal Poverty Level
- Currently have permission to work in the United States
- Possess the mental and physical capacity to perform training-related activities
- Currently be unemployed, not employment-ready, and have low employment prospects

Back to Work 50+ at DC Department of Employment Services (BTW50+ DC DOES) is a workforce development initiative in collaboration with AARP Foundation to expand unsubsidized employment opportunities for mature job seekers. Participants can participate in the program for up to one year, working up to forty (40) hours per week at an employment and training wage of \$9.50 per hour. **Participants must be:**

- Resident of the District of Columbia
- Currently between the ages 55-64 years old
- Possessors of a high school diploma or GED
- Presently have permission to work in the United States
- Interested and ready for full-time employment (up to 40 hours per week)
- Have been employed within the last 5 years

Project Empowerment (PE) is a pre-employment readiness workforce development program designed to provide services for eligible participants with multiple employment barriers. Participants can participate in various program activities weekly hours at an employment and training wage of \$9.50 per hour. **Participants must be:**

- Currently between the ages of 22-54 years old
- Resident of the District of Columbia
- Currently unemployed
- Drug-free and willing to take Urinalysis drug tests throughout the program
- In addition, participants must demonstrate a substantial need for intensive employment assistance by exhibiting at least three (3) of the following:
 - Basic skills deficiency (determined by CASAS testing score)
 - Lack of a secondary education credential (No high school diploma or GED)
 - A documented history of substance abuse
 - Homelessness
 - A history of job cycling (not maintaining steady employment)

- A conviction of a felony or previously incarcerated

The following workforce development services and activities are offered for eligible participant under Project Empowerment:

Job Readiness Training (JRT) is a three-week pre-employment workforce development training course established to provide participants with an array of basic skills to enhance their employability. Participants are scheduled for 35 hours of training per week at a weekly pay employment and training rate of \$ 9.50.

Subsidized Work Experience (WEX) is subsidized employment for participants to perform work approved employer worksites. Generally, participants are assigned to entry-level positions providing opportunities for skill building and interpersonal enhancement. Participants are scheduled for 40 hours of employment and training per week at a weekly pay rate of \$9.50. *Note - Some host sites supplement the amount paid by DSI with an additional hourly wage.*

Occupational Skills Training (OST) provides participants the choice to learn job specific skills and obtain specialized credentials in occupations, which without specialized training, are often difficult to enter. Participants are scheduled for 40 hours of training per week at a weekly employment and training pay rate of \$ 9.50.

Adult Basic Education (ABE) is an educational endeavor for all participants lacking the basic educational competencies to sustain employment or have not been able to obtain a high school diploma or General Educational Development (GED). Participants are scheduled for 40 hours of training per week at a weekly training pay rate of \$ 9.50.

Professional Development is a workforce development hybrid combining classroom instruction, basic computer training, and job search activities. Participants are scheduled for 29 hours of employability training per week at a weekly training pay rate of \$ 9.50.

External Job Search/Professional Development is an activity for those approved participant to pursue unique employment and training opportunities considered non-standard workforce development activities. Participants are scheduled for 40 hours of training per week at a weekly training pay rate of \$ 9.50.

Roles and Responsibilities

The DSI – Payroll Unit integrates several levels of resources to process payrolls for the numerous programs under its aegis. These resources include program personnel, worksite supervisors, and participants. Following are the current roles and responsibilities for all informational sources interacting with the DSI –Payroll Unit:

Intake Specialist - completes the initial assessment of assigned participants and follows their progress through the Job Readiness component. This includes certifying all participants are

eligible to receive services and training. In reference to a participant's unemployment status via UI Wage Bump & drug-free status via Urinalysis, if a participant is deemed program ineligible because of a "positive" Urinalysis and/or founded currently working the Intake Specialist will begin the process of termination. Prior to termination, the Intake Specialist will provide information on supportive services and other workforce services to the participant. The Intake Specialist begins and completes the enrollment process with the Intake Package consisting of the following payroll documents: Federal -W-4 Form and the District's - D-4 DC Withholding Allowance Certificate. During this process the Intake Specialist safeguards, reviews and verifies the accuracy of the participant's personal information before transmitting this data to the DSI-Payroll Unit.

Job Readiness Facilitators lead the formal instruction of participants during the Job Readiness Training (JRT) component. The three-week training curriculum is designed to address life skills and provide job readiness scenarios. Daily time and attendance for participants is managed by the Job Readiness Facilitators. Every Friday, the Facilitators review the official Sign-In/Sign-Out Sheet for correct participant hours and signatures. After this review and verification, the Facilitators data enter the participant's weekly hours.

Job Coach/Case Managers are assigned to participants once they have completed and secured a subsidized Work Experience (WEX) position. They serve as the central point of contact for program participants during their subsidized work assignment monitoring the participant's time and attendance and ensuring timely submitted every Friday to the DSI-Payroll Unit. Also, they report participant payroll questions and/or provide payroll information to their participants during their on-site bi-weekly meetings. When a participant exits a DSI program, their Job Coach will document the exit reason(s), mainly terminations, and forward the information to the DSI –Payroll Unit.

Account Executives research, vet, and establish relationships with potential subsidized WEX worksite employers and unsubsidized employers. They also work cooperatively with Job Coach/Case Managers monitoring and placement, thus provide an extra level of program support for the participant in resolving any payroll issues. When an Account Executive assists participants to transition into unsubsidized employment, they report program exits and start/end dates to the DSI-Payroll Unit to ensure seamless payroll processing.

Retention Specialists are assigned to participants once unsubsidized employment is obtained. Over the course of a year, the Retention Specialist serves as the primary Case Manager, making monthly contact with the participant. Retention Specialists monitor and commit to record worksite activities including participant's monitoring of their employment retention milestones. Once the participant achieves a milestone level, the Retention Specialist collects required documents, reviews, and completes the Bonus/Incentive Pay Awards packages. Those packages are forwarded to DSI-Management for review and approval to be processed by the DSI – Payroll Unit by the Tuesday for DCCC and BTW 50+ and Wednesday for TEP and SCSEP of the off-cycle of payroll processing.

Program Analysts manage and provide support for core program operations. They provide assistance for the DSI –Payroll Unit in data management, wage authorization, systems interfacing, and reporting. The majority of this assistance is derived from participant

information from the department's Virtual One-Stop system (VOS) with the primary focus of data continuity among VOS, PeopleFirst, and PeopleSoft systems.

Worksite Supervisor Requirements and Responsibilities:

- Familiarity with the basic provisions of all Federal and District Employment Laws
- Ensure participants are trained in reporting hours worked and leave time
- Ensure participants adhere to the procedures as they relate to time recording and time worked
- Enter and certify participants' reported time worked into the Time Management System (TMS) every Friday by 5:00 p.m.
- Ensure certified time and attendance documents are maintained on-site for record management.
- Set and enforce participants' work schedules based on operational needs and personnel policies, procedures, and procedural guidelines
- In coordination with DSI policies and procedures, communicate matters of significance to participants

Participant Responsibilities

- Comply with policies and procedures as well as DSI – Payroll Unit rules with respect to time and attendance, and reporting
- Accurately report time-in and time-out on a daily basis on official Sign-In/Sign-Out documents
- Certify accurate hours worked daily and submit hours to immediate worksite supervisor
- Review payments and deductions for accuracy
- Inform worksite supervisor of any discrepancies in regards to time and deductions
- Update DSI – Payroll Unit, immediately with any changes to their personal information.

Payroll Unit Responsibilities

- Authorize formal transactions to process new/re-activated participants
- Review and complete participant's UI Wage Bump to certify program eligibility
- Review payroll deductions for accuracy
- Process participant's changes – program assignment, terminations, extensions, and personal information
- Set up and monitor participant's direct deposit and debit card service
- Manage the payroll work flow to ensure efficient and timely payroll processing.
- Audit the entry of hours worked in the payroll management system and when necessary, sending regular payroll entry reminders to worksite supervisors.
- Review completed payrolls
- Review and process all payment resolutions – timely and accuracy
- Process stop payment and garnishment approved request - timely and accuracy
- Report payroll deductions to various agencies, in accordance with Federal and

- State laws
- Create and manage DSI Payroll Unit Activity Calendar, with pay cycles and submission deadlines
- Act as a resource for participants and supervisors when there is a question about pay discrepancies

Information Technology (IT) Unit Responsibilities

- Manage and update payroll processing software for DSI with pay cycles, hourly rates, maximum hours per pay period, tax tables, and deductions
- Create and manage requires system interfaces between PeopleFirst and PeopleSoft platforms
- Schedule and execute daily participant record backup and recovery
- Schedule and execute daily batch file processing for payroll functions – Master file updating, debit card requests, direct deposits requests, payroll processing – regular and supplemental payments, various reports and registers processing, and W-2 processing

DSI Senior Management Responsibilities

- Review and approve DSI Payroll Activities Calendar
- Ensure all DSI Personnel adhere to all payroll policies and procedures
- Review and approve DSI Payroll Registers and Retention Bonus/Incentive Packages
- Ensure all DSI Personnel adhere to all Federal and District Employment and Wage/Hours laws

DOES/CFO Responsibilities

- Review and certified all DSI Payroll Registers
- Execute payment disbursement
- Review and ensure all DSI Payroll Unit services and activities are meeting payroll management system standards

Participant Enrollment/Registration – Intake Processing

Project Empowerment’s Orientations are held in three (3) week cycles, once every third Thursday with all participants required sign-in and outing and submitting to drug screening. The goals of the Orientation session are to provide potential participants with the full scope of the program’s workforce development components, present program goals, and disclose program and participant requirements.

Intake Pre-Employment Assessment - Once orientation has concluded, participants are assigned a PE Intake Specialist, provided an intake date, and given details on the intake documents required to verify residency. Following are completed participant documents contained in the Intake Package managed by the Intake Specialist. The primary documents essential for each participant’s account creation in PeopleSoft system are in **bold**:

- D.C Government, DOES –Transitional Employment Program Customer Employment and Assessment Form
- D.C. Government, DOES – Non Receipt of Benefit Certification form
- D.C. Government, DOES – Acknowledgement of Eligibility Requirements for Project Empowerment Retention Incentive Form
- D.C. Government, DOES Participant –Workplace Agreement form
- **The U.S. Department of the Treasury, Internal Revenue Service –W-4 Form**
- **Government of the District of Columbia, D-4 D.C. Withholding Allowance Certificate**
- D.C. Government, DOES –Non Receipt of Subsidized Wage Acknowledgement Certification Form
- Participant’s Resume

The documents in bold represent participants’ tax forms with completed information for the DSI – Payroll Unit to review and data enter to create participants accounts within the DSI – Payroll Management System.

Master File - Creation for participants and worksites

- To data warehouse a collection of records pertaining to one of the main subjects of an information system, DOES/DSI records shall include participant’ Personal Identifiable Information (PII), employment and training information, payroll transactions, program services, supportive services, outcomes information. A master file shall contain descriptive data - summary and specify information. Within the master file, the principal fields are generally indexed for matching against the transaction records as well as fast retrieval for queries. There shall be secondary indexes with an inverted file structure with almost all the fields being indexed to receive a transaction file. Prior to master file creation, the Pay Group Field is completed. This field determines which pay group a particular program participant is associated to. All District Program participants are associated to the *Group 7* payroll. The pay group field informs OPRS which participants must be processed during the Group 7 payroll processing cycle.
- To create reports or to conduct any data analysis, the two primary items required are data and a data description. The Master File describes the data source from which you are reporting. The Master File shall be the map of the segments in the data source and all of the fields in each segment. By looking at the Master File, you can determine what fields are in the data source, what they are named, and how they are formatted. You can also determine how the segments in the data source relate to each other. Although you can create a very simple report without this information, knowing the structure of the data source enables you to generate creative and sophisticated reports.

Master File Changes – Job Coaches provide updated participant data/DSI Program Mangers

- Update Payroll Master File. The DSI, Payroll Unit receives, validates, and processes information on participants, changes in pay rates, and changes on discretionary withholdings. Appropriate edit checks, such as validity checks on employee number and

reasonableness tests are applied to all change transactions. All changes shall be entered in a timely manner and reflected in the next pay period. Records of terminated participants shall not be deleted immediately as some year-end reports, including W-2s generation, require data on compensation for all employees during the year.

- Update Tax Rates and Deductions. The DSI, Payroll Unit receives, reviews, and processes notification of changes in tax rates and other payroll deductions from the Federal and District Governments. These changes occur periodically with adjustment the tax rates.

Payroll Files and Table – Pay periods/tax tables/deductions/garnishments

- Creating and publicizing annual pay schedules periods. The District’s Office of Pay and Retirement is the primary group to provide information and create the annual payroll schedule with pay periods. From the District’s payroll schedule, the department’s OIT creates and manages pay periods from the annual payroll calendar. The annual calendar is published establishing payroll dates to ensure that pay is processed in a timely manner. Pay periods shall every two weeks beginning on a Sunday and ending on a Saturday

New Participants Processing for DSI Programs – High Level

When the DSI – Payroll Unit processes a new participant there are prerequisite required to be completed in order to execute payroll services within PeopleSoft. The following is a list of those required elements:

- Creating or updating worksite location information
- Creating or updating worksite position information with position number
- Creating a participant’s record with identification number
- Adding worksite data and position number to the assigned participant record
- Adding participant compensation data
- Adding participant’s W-4 and D-4 tax withholding information
- Creating participant’s direct deposit account
- Interfacing with PeopleFirst/TMS
- Creating participant’s debit card account
- Set-up TMS to process participant’s Time & Attendance data entry

A New Participants Processing for DSI Programs – Detail Level

For any DSI program requiring a worksite designation and position record, the worksite must be created in PeopleSoft. This is data elements fields required to complete for new worksite information/position creation:

Worksite

PeopleSoft Section	Data Element Field
Job Information	Business Unit
Work Location	Department Location
Salary Plan Information	Bargaining Unit
Specific Information	Maximum Head Count
Accounting Information	Account Code Distribution Percentage
Salary Information	CBU Code Service Code Schedule ID

Job Record

PeopleSoft Section	Data Element Field
Work Location	Effective Date District Program Participant Position Number
Job Information	Employment Class – always equal to “Continuing”
Job Labor	Self-populating
Payroll	Pay Group – G7A
Salary Plan	Self-populating
Compensation	Pay Rate & Component
Employment Data	Self-populating
Earning Distribution	Self-populating
Benefits Program Participation	Base Benefit Effective Date Benefit Program

Note – for more information refer to the PeopleSoft Processing – DOES Transitional Employment Program Manual, Section - Adding District Program Participant Record, Subsections – Adding a Participant Record and creating a Job Record

Add District Program Participant Record - Process Steps

DP	Navigation	Test Script	Expected Results
1	Workforce Administration > Personal Information > Add a Person	Click the <Add the Person> hyperlink	The [Add a Person] component appears showing the [Biographical Details] page tab
2		Add an {Effective Date} = 01/01/2016	The {Effective Date} = 01/01/2016
3		Select the {Format Type} = English	The {Format Type} = English
4		Click the <Add Name> hyperlink	The [Edit Name] page appears
5		Enter the {First Name} = Test	The {First Name} = Test
6		Enter the {Last Name} = User	The {Last Name} = User
7		Click the [OK] button	The [Biographical Details] page reappears with the {Display Name} field = Test User
8		Enter the {Date of Birth} = 01/01/1970	The {Date of Birth} = 01/01/1970
9		Select the {Gender} = Unknown	The {Gender} = Unknown
10		Enter the {National ID} = 111-23-4501	If the {National ID} is not already in use, the {National ID} = 111-23-4501 ; otherwise an error message is presented to the user
11		Click on the [Contact Information] page tab	The [Contact Information] page displays
12		Click on the <Add Address Detail> hyperlink	The [Address History] page displays
13		Click on the <Add Address> hyperlink	The [Edit Address] page displays
14		Enter the {Address 1} = 200 I St SE	The {Address 1} = 200 I St SE
15		Enter the {City} = Washington	The {City} = Washington
16		Enter the {State} = DC	The {State} = DC and the descriptive text displays District of Columbia
17		Enter the {Postal} code = 20001	The {Postal} code = 20001
18		Click on the [OK] button	The [Address History] page displays with the {Address} = 200 I St SE Washington, DC 20001
19		Click on the [OK] button	The [Contact Information] page displays with the: 1. {Address Type} = Home 2. {As of Date} = 01/01/2016 3. {Status} = A 4. {Address} = 200 I St SE Washington, DC 20001 5. The hyperlink changes to <Edit/View Address Detail>
20		Click on the [Regional] page tab	The [Regional] page displays

21		Click on the lookup glass for the {Ethnic Group} field	A listing of eighteen (18) {Ethnic Group} values are presented
22		Choose the {Ethnic Group} = 6 (Not Reported)	The {Ethnic Group} = 6 (Not Reported)
23		Click on the [Organizational Relationships] page tab	The [Organizational Relationships] page displays
24		Click on the {Employee} field checkbox	The {Employee} field is checked
		Click on the [Add the Relationship] button	The [Job Data] component appears with the [Work Location] page displayed

When adding a participant, the following areas must be completed within PeopleSoft:

Add Person

Person ID: NEW

[Add the Person](#)

Biographical Details

Biographical Details | Contact Information | Regional | Organizational Relationships

Test User | Person ID: NEW

Name | Find | View All | First | 1 of 1 | Last

*Effective Date: 01/01/2015 | English | Display Name: Test User | [Edit Name](#)

Biographic Information

Date of Birth: 01/01/1970 | 0 Years 0 Months | Birth Country: USA | Birth State: | Birth Location: | Waive Data Protection:

Biographical History | Find | View All | First | 1 of 1 | Last

*Effective Date: 01/01/2015 | *Gender: Unknown | *Highest Education Level: A-Not Indicated | *Marital Status: Unknown | Language Code: | Alternate ID: Full-Time Student

National ID | Personalize | Find | View All | First | 1 of 1 | Last

*Country	*National ID Type	National ID	Primary ID
USA	Social Security Number	111234501	<input checked="" type="checkbox"/>

Contact Information

Biographical Details | **Contact Information** | Regional | Organizational Relationships

Test User Person ID: NEW

Current Addresses				
Address Type	As Of Date	Status	Address	
Home	01/01/2015	A	200 I St SE Washington, DC 20001	Edit/View Address Detail + -

Phone Information			
*Phone Type	Telephone	Extension	Preferred
			<input type="checkbox"/> + -

Email Addresses		
*Email Type	*Email Address	Preferred
		<input type="checkbox"/> + -

Regional

Favorites | Main Menu > Workforce Administration > Personal Information > Add a Person

Biographical Details | Contact Information | **Regional** | Organizational Relationships

Test User Person ID: NEW

USA

Ethnic Group	
Regulatory Region:	Ethnic Group:
USA United States	β Not Reported
	<input type="checkbox"/> Primary

History	
Effective Date:	Military Status:
01/01/2016	
Date Entitled to Medicare:	Citizenship (Proof 1):
Citizenship (Proof 2):	
	<input checked="" type="checkbox"/> Eligible to Work in U.S.

Organizational Relationships

Favorites | Main Menu > Workforce Administration > Personal Information > Add a Person

Biographical Details | Contact Information | Regional | **Organizational Relationships**

Test User Person ID: 00093315

Choose Org Relationship to Add	
<input checked="" type="checkbox"/> Employee	<input type="button" value="Add the Relationship"/>
<input type="checkbox"/> Contingent Worker	Empl Rcd Nbr: 0
<input type="checkbox"/> Person of Interest	

Participant's Tax Information – Process and Updating

The following procedures are executed and enforced to achieve those standards when completing and processing Federal and State Tax Forms. All completed W-4s and D-4s are to be reviewed and submitted by the DSI programs to the DSI Payroll Unit. All DSI programs instruct and handle all tax forms with a high level of importance – for correctives, confidentiality, and timely submission to the DSI Payroll Unit. All incomplete and/or altered tax forms will be returned to DSI Program generating the participant's forms.

It is imperative that all DSI personnel enter the full name of each participant on all tax forms **exactly** as the name appears on the participant's Social Security Card. In the event the participant's names **do not** match exactly, the participant shall contact and complete the process to change his or her name with the Social Security Administration. Once completed, the participant shall request a new card before filling out the tax forms. The DSI Payroll Unit shall retain the photocopy of the Social Security Card in the participant's official personnel folder.

DSI participants shall be required to complete a Federal Tax Withholding Form *W-4*, in order to record and process tax-related transactions within DSI - Payroll Systems (PeopleFirst and PeopleSoft). When a participant is hired, re-hired, or transfers, PeopleSoft automatically sets up the participant's employee tax data based on the Tax Location Code field (since all participants are D.C. Residents) on the employee's Job Data record. PeopleSoft's automated Employee Tax Data process defaults to the following entries:

- A marital status of 'Single' and a withholding allowance of '0'

When the completed IRS Form *W-4* is received from a participant, the following occurs:

- Verify that the name and Social Security Number on the form match exactly those on the Social Security Card. If there is an error in the name or number or if the number is not legible, have the new hire complete a new form.
- Verify the name and home address in the *W-4*'s Box 1, has been filled in completely and matches the submitted participant's Intake Documents.
- Verify the rest of the information on the *W-4* form is filled out correctly.
- Verify that the form has been signed and dated.
- Completed forms are filed on-site within DSI a record storage room.

When the completed D.C. Form *D-4* is received from a participant, the following occurs:

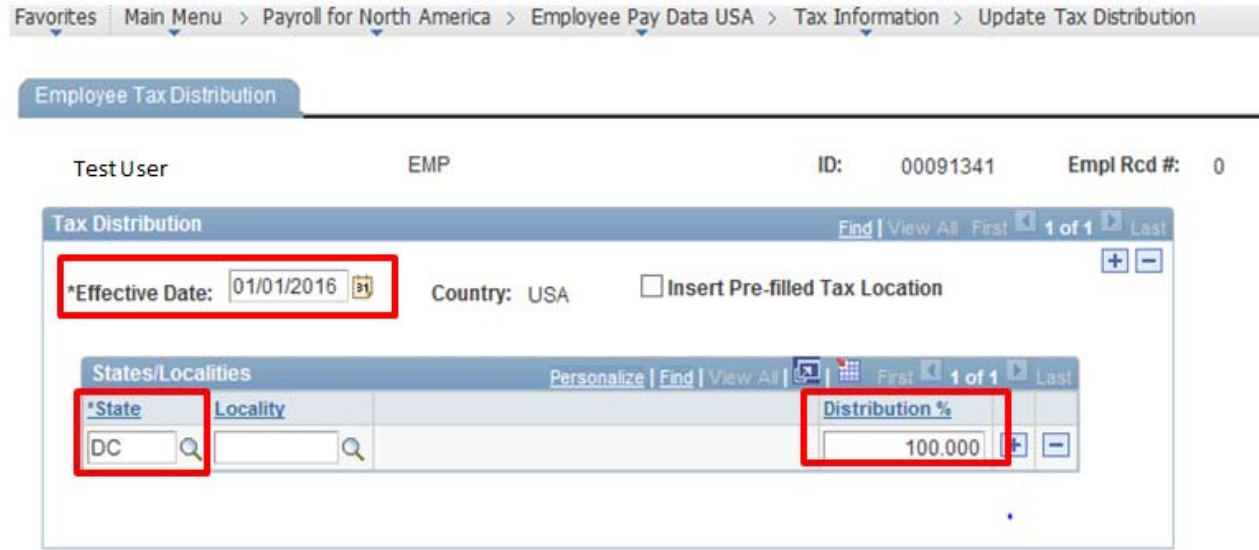
- Verify the name and Social Security Number on the form match exactly those on the Social Security card. If there is an error in the name or number or if the number is not legible, have the new hire complete a new form.
- Verify the full name and home address have been filled in completely and that they match the data entered in PeopleSoft.
- Verify the rest of the form's information is filled in correctly.
- Verify that a Filing Status Withholding Allowances box is completed.
- Verify that the form has been signed and dated.

Finally, the DSI – Payroll Unit executes all updates to withholding values whenever a participant has updated and completed an accurate *W-4* and/or *D-4* form(s). Participants are responsible for submitting the appropriate forms to their DSI Staff. The DSI Staff forward forms to The DSI – Payroll Unit for processing to updated their withholding.

When creating a new DSI participant account into PeopleSoft, there is three steps to complete the data entry process: adding tax distribution information, *W-4*, and *D-4* tax information:

Add Tax Distribution Information - Process Steps

DP	Navigation	Test Script	Expected Results
1	Payroll for North America > Employee Pay Data USF > Tax Information > Update Tax Distribution	Enter the previously generated {Person ID} and click the [Search] button	The [Employee Tax Distribution] page displays
2		Enter the {Effective Date} = 01/01/2016	The {Effective Date} = 01/01/2016
3		Enter the {State} = DC	The {State} = DC
4		Enter the {Distribution %} = 100	The {Distribution %} = 100.000
5		Click the [Save] button	The employee tax distribution information is successfully saved



Add W-4 Tax Information - Process Steps

Step	Action	Result
1	Enter the {Person ID} and click the [Search] button	The [Federal Tax Data] page displays
2	Enter the {Effective Date}	The {Effective Date} entered displays
3	Choose the {Tax Marital Status}	The selected {Tax Marital Status} displays

4	Enter the {Withholding Allowances}	The {Withholding Allowances} entered displays
5	Click on the [State Tax Data] page tab	The [State Tax Data] page displays
6	Enter the {State} = DC	The {State} = DC with a description of Graduated Tax Tbls-Allowances
7	Check the checkbox for the {Exempt for SUT} field	The checkbox for the {Exempt for SUT} field is checked
8	Click the drop-down list for the {SDI Status} field	A list of state disability insurance status values display
9	Choose the {SDI Status} = Not Applicable	The {SDI Status} = Not Applicable
10	Click the lookup glass for the {SWT Marital/Tax Status} field	A listing of state withholding tax marital status codes for the District of Columbia appear
11	Choose the {SWT Marital/Tax Status}	The {SWT Marital/Tax Status} entered displays
12	Click the [Save] button	The employee tax form W-4 withholding tax election data is successfully saved

Federal Tax Data

Favorites Main Menu > Payroll for North America > Employee Pay Data USA > Tax Information > Update Employee Tax Data

Federal Tax Data State Tax Data Local Tax Data

Test User Person ID: 00091341

Company: DP2 District Programs (W-2)

Effective Date: 01/01/2016 This data was last updated by System on 03/03/2016

Exempt from FUT Use Total Wage for Multi-State Always create W2 for NQDC Rptg

Special Withholding Tax Status

None
 Do Not Maintain Taxable Gross and Do Not Withhold Tax
 Maintain Taxable Gross
 Non-Resident Alien; Tax Treaty/NR Data

W-4 Processing Status: None Notification Sent New W-4 Received

Federal Withholding Status

Tax Marital Status: Single Married Withholding Allowances: 3
 Check here and select Single status if married but withholding at single rate.

Flagged for IRS

W4 Flagged for Transmission

FWT Additional Amount

Amount: Percentage:

Lock-In Details

Letter Received Limit On Allowances: 0

Earned Income Credit

Not applicable
 Single, or Head of Household
 Married without spouse filing
 Married, both spouses filing

W-5 Processing Status

None
 Notification Sent
 New W-5 Received

Tax Treaty/NR Data

Country: Treaty ID:
*Form W9 Recd: No W9 In Effect Date:
Taxpayer ID Number: NRA Withholding Rule: Subject to Rule

State Tax Data

Favorites Main Menu > Payroll for North America > Employee Pay Data USA > Tax Information > Update Employee Tax Data

Federal Tax Data State Tax Data Local Tax Data

Test User

Person ID: 00091341

Company: DP2 District Programs (W-2)

Effective Date 01/01/2016

State Information

*State: DC Graduated Tax Tbls-Allowances

Resident UI Jurisdiction
 Non-Residency Statement Filed Exempt From SUT *SDI Status: Not Applicable

Special Tax Status

None
 Do Not Maintain Taxable Gross and Do Not Withhold Tax
 Maintain Taxable Gross; SWT zero unless specified in 'Additional Withholding' below

State Withholding Elements

*SWT Marital/Tax Status: S Description: Single

Withholding Allowances: 3
Additional Amount:
Additional Percentage:
Additional Allowances:
Number of Qualifying Children:

Lock-In Details

Letter Received Limit On Allowances: 0

New Participant – Changing Information

When updating a participant's legal name, the participant provides a copy of his or her new Social Security Card and a Government issued identification to the DSI – Payroll Unit to verify the legal name change. The DSI – Payroll Unit updates all master file records – within PeopleFirst, and PeopleSoft with the participant's name change with the name printed on the Social Security Card or Application. Once master files have been updated, the DSI – Payroll Unit informs all other DSI departments of this update via e-mail to the DSI - Program Manager or Supervisors.

Prior to W-2's production, the DSI – Payroll Unit can update a participant's SSN within PeopleSoft. To execute this transaction, the participant would have to complete and submit updated tax forms with a copy of their SSN card and forward to the DSI – Payroll Unit. Promptly, the Unit will process this update and file the updated forms with the original forms. Once W-2s have been produced, if a participant's Social Security Number requires changing, only the Office of Pay and Retirement Services (OPRS) can update a participant's Social Security Number in PeopleSoft.

The participant's Social Security Number displays on the Modify a Person/Biographical Details page in PeopleSoft, which is limited to read-only for DSI – Payroll Unit staff. When the participant's SSN is entered incorrectly or changes are required in PeopleSoft, the DSI – Payroll Unit submits a copy of the old and new Social Security Card or Social Security Administration application for Social Security Card to OPRS to execute this update within all records. For update changes within PeopleFirst systems, DSI – Payroll Unit submits a copy of the old and new Social Security Card or Social Security Administration application for Social Security Card to the department's OIT to execute this update within all records. Once master files have been updated, The DSI – Payroll Unit informs all other DSI departments of this update via e-mail to the Program Manager or Supervisor.

Note - a comparable process is executed to update a participant's file in VOS. The DSI – Payroll Unit provides the participant's Job Coach or Retention Specialist a copy of the information to be validated and updated.

JRT Rosters

During the first two days of JRT, the JRT Facilitators collect all sin-in/sign-out sheets to create the official roster for the current JTR co-hort. Once formulated the JRT Facilitators forward the rosters to the DSI – Payroll Unit to compare and verify all JTR participants have submitted and completed an Intake Package and the Unit has the required payroll information from the Intake Package.

UI Wage Bump

Beginning the 1st Wednesday of the 1st week of the JRT co-hort, the DSI – Payroll Unit validates all participants' unemployment status. The DSI – Payroll Unit request an Unemployment Insurance (UI) Wage File Bump to certify the participant's program eligibility. From the current JRT co-hort rosters and the participant's Intake Package, the DSI – Payroll Unit creates a spreadsheet with the participant's full name, and full SSN to be electronically submitted to the department's OIT. OIT executes a "file bump" for matches, primary from a participant's SSN. For those participants with no reported wages or current UI Benefit Claim, they are permitted to continue in JRT.

Those with wages will meet with an Intake Specialist prior to being terminated for the program with the termination reason entered into their records. A second UI Wage File Bump is scheduled for the 3rd Monday of the 3rd week of the JRT co-hort to provide a second level of participant eligibility determination. The DSI – Payroll Unit reviews and updates the original spreadsheet and forwards to OIT to execute another "wage file bump" for matches. Those with wages will meet with their JRT Facilitator and/or Intake Specialist prior to being terminated for the program with the termination reason entered into their records. Additional, the DSI –Payroll Unit will executes stop payments for those having reported wages.

UA Testing

All Project Empowerment potential participants are informed in advance of the mandatory drug screening for program eligibility determination. The testing is conducted on-site during the monthly orientation on 3rd Thursday. All potential participants are screened to determine "illegal

drug use”; those who do not submit to drug screening are ineligible for program enrollment. All potential participants are informed of their drug screening results during their scheduled intake dates. Those who test negative for drug screening will proceed to Job Readiness Training or other recommended program activities. Those testing positive for “illegal drugs use” will have a case note documented in VOS by the Intake Specialist.

Note – Those testing positive for marijuana will be rescheduled for orientation and referred for thirty (30) day addiction counselling. At the end of treatment the candidate may be eligible for re-enrollment. For those testing positive for drug use other than marijuana, they will be referred to outside addiction counselling services.

For JRT Participant – All participants submit to second urinalysis within their three week training co-hort, on the 2nd Monday. Participants who test negative (*no drug use detected*) move forward towards JRT Graduation. Those participants who test positive for illegal drug use are terminated from the program and are no longer eligible to receive training wages. DSI Management receives, reviews, and approve the participant’s termination. The documentation is forwarded to the DSI – Payroll Unit to modify time entered in the PeopleSoft system to all zero (0) and add administrative note documenting the transaction with a termination date.

Note – those participants testing “positive” on the 2nd urinalysis may re-enter the program but must present proof of enrollment in a thirty (30) day addiction counselling program. Re-entry may be scheduled for the next scheduled Orientation date. All participants testing positive for illegal substances as a part of required screenings for placement into unsubsidized employment will be terminated from the program.

Batch Processing

Every night, at a predetermined time the DSI - Payroll Management Systems (*PeopleSoft & PeopleFirst/TMS*) processes data stored within a transaction file; this file contains every change executed within the system during daily operations. During the night, any changes necessary to update the master file is a result of the transaction procedure. This produces an updated master file with an error report detailing any transactions not processed for whatever reason. Generating a single updated master file from the old master file and the transaction file is known as merging files.

Before this processing can be executed, the transactions must be prepared for processing under two operations:

- Validating - each transaction entered is validated to check that it is unlikely to halt processing by causing an error. Transactions are usually validated as they are keyed in by the operator. Any errors that are found can be reported and corrected straight away.
- Sorting - The data in the transaction file is sorted into order using the same primary key field as the master file. Sorting cannot take place until the whole batch of transactions is entered and stored in a file. The transaction and master files need to be put into the same order before processing occurs because the two files are processed sequentially.

Debit Card Processing

Between Mondays thru Wednesdays of the 1st week of the JRT co-hort, all Intake Packages are forwarded from the Intake Specialist to the DSI – Payroll Unit. The DSI – Payroll Unit reviews and data enters participant’s information from the Intake Package into the District’s PeopleSoft system to create “new” customer profiles. Once information is entered, a D.C. Government Employee Identification Number is generated for the participant. Every night, the PeopleSoft and the PeopleFirst systems interface via batch processing procedures, duplicating selected participant data element fields from the PeopleSoft data entries into the PeopleFirst. Then to complete this file transaction, the PeopleFirst creates a Job Readiness assignment for the participant.

The department’s Office of Information Technology (OIT), then executes an export process extracting participant’s data from PeopleFirst and conducts a sorting and validation procedure on the participant’s full name, Social Security Number (SSN), and date of birth (DOB) with the Social Security Administration (SSA). Once the data has been validated, OIT confirms and locks the data of the participant profiles in the PeopleFirst system. This produces an updated master file and an error report detailing any transactions not be processed for whatever reason. This report is forwarded to the DSI – Unit Payroll to review, research, delete, and resubmit any rejected transactions.

For those participants completing this validation process, a data transaction is executed between PeopleSoft and PeopleFirst/TMS systems and the D.C. Government’s contracted financial institution vendor for debit cards – U.S. Bank. This action facilitates the data transfer of participant information and prompts the vendor’s processing system to generate prepaid debit cards for the new participants. All debit cards are mailed by U.S. Bank to the participant’s address on file. Additionally, U.S. Bank generates a daily debit card production report for the DSI – Payroll Unit to monitor debit card activation to ensure and validate participants has received their debit card prior to the payroll process placing wages on their debit card.

All JRT participants receive their first pay on the U.S. Bank Debit Card. After this first payment, participants may choose one of following two options to receive payment: To continue to receive payments on the debit card on initially issued to them or to convert to receiving payments via direct deposit, for those choosing this payment deposit method, the participant would have to sign-up or currently have a designated account(s) with a private banking institution. Direct deposit information is updated in PeopleSoft and is effective on the participant’s next pay date.

Note – The only conditions in which a paper check will be issued to participants are the following: 1st - for a dormant or inactive direct deposit accounts identified through the ACH file. 2nd for pay adjustments due to time/attendance errors are (re)issued on paper checks. In each situation, the DSI – Payroll Unit selects check payment method. The Unit coordinates paper checks to be picked up from the D.C. Office of Finance and Treasury (OFT) in conjunction with the DOES Office of Administrative Services (OAS) and the DOES Finance Office. For participants to receive their check, they will come-in-person to the department’s Office of the Chief Finance Officer (OCFO) to sign, and present a valid government picture ID.

Direct Deposit

During the 1st week of the JRT co-hort, a financial representative conducts workshops and financial literacy with opportunities to open a direct deposit account(s). Once a participant completes all forms with the financial representative for a new account designation, the financial representative will submit and monitor the process. By the 1st Friday of the co-hort, the representative submits participant data on created new direct deposit accounts to the DSI – Payroll Unit. The unit data enters the account information into the PeopleSoft system for batch processing to the District’s Automated Clearing House (ACH). Most of the time, the participant’s direct deposit account will be operational to receive funds by the second executed payroll for wage deposit.

Direct Deposit Information - Process Steps

DP	Navigation	Test Script	Expected Results
1	Payroll for North America > Employee Pay Data USF > Request Direct Deposit	Enter the previously generated {Person ID} and click the [Search] button	The [Direct Deposit] page displays
2		Enter the {Effective Date} = 01/01/2016	The {Effective Date} = 01/01/2016
3		Click the drop-down list for the {Status} field	The {Status} of Active and Inactive are displayed
4		Choose the {Status} = Active	The {Status} = Active
5		Enter the {Bank ID} = 021000021	The {Bank ID} = 021000021
6		Enter the {Account #} = 0123456789	The {Account #} = 0123456789
7		Click the drop-down list for the {Account Type} field	The {Account Type} of Checking , Issue Check and Savings are displayed
8		Choose the {Account Type} = Checking	The {Account Type} = Checking
9		Click the drop-down list for the {Deposit Type} field	The {Account Type} of Amount , Balance and Percent are displayed
10		Choose the {Deposit Type} = Percent	The {Deposit Type} = Percent
11		Enter the {% Net Pay} = 100	The {% Net Pay} = 100.00
12		Enter the {Priority} = 100	The {Priority} = 100
13		Click the [Save] button	The direct deposit information is successfully saved

Direct Deposit

Favorites | Main Menu > Payroll for North America > Employee Pay Data USA > Request Direct Deposit

Direct Deposit

Test User Person ID: 00091341

Deposit Information Find | View All First 1 of 1 Last

*Effective Date: 01/01/2016 [B] *Status: Active [v] Suppress DDP Advice Print [+ -]

Distribution Information Find | View All First 1 of 1 Last

Your Bank Information [+ -]

Country Code: USA [Q] United States [Add New Bank]

Bank ID: 031100209 [Q]

Bank Name: Citibank, N.A.

Address: One Penn's Way
New Castle
DE 19720

International ACH Bank Prenotification Required

Distribution

Account#: 5530142550006999 Prenote Date:

*Account Type: Checking [v] Prenotification Status: Not Submtd

*Deposit Type: Percent [v]

% Net Pay: 100.00 Amount: []

*Priority: 100

This data was last updated by Online User Data last updated on 03/03/2016

JRT/Payroll Presentation

During the final week of a JRT co-hort (*Monday – Wednesday*) the DSI – Payroll Unit conducts a payroll information session with those participants on the following areas:

- To ensure all participants have received and activated their U.S. Bank Debit Card
- To provide information on lost, damaged, or stolen debit cards
- To discuss the payroll cycle and regular pay days
- To discuss resolution processing and supplemental pay days
- To discuss the direct deposit process
- To maintain current personal information

JRT Graduation

In order for JRT participants to successfully complete job readiness training, participate in graduation ceremonies, and receive training wages, they must be approved by DSI personnel. JRT Facilitator, Intake Specialist, and/or Job Coach granted authorization for participants to participate in graduation and receive their training wages, this authorization is forwarded to the DSI – Payroll Unit. The Unit will certify pay disbursement on the 3rd Thursday of the JTR co-hort one day prior to Friday 'graduation.

JRT Transition

After JRT participants have graduated from JRT, the participants meet with DSI Account Executives for advanced assessment and placement in WEX. During this transitions, the participant do not have a worksite activity assignment, thus are placed in a “pending status.” Once a participants transition from program to program, their status must be update and forward to the DSI- Payroll Unit. Once reviewed and received, the Unit will update the participant’s record and runs reports to ensure current program status within the Payroll management system.

Payroll Processing

Currently, the DSI – Payroll Unit is providing payroll management service to various DSI programs. Within those program and/or activities, there are established payroll controls – program eligibility, hourly pay rate, weekly/pay period maximum hours, and program service/activity length. The chart summarizes the following information:

DSI-Program/Activities	Program Service/Activity Length	Weekly Maximum Hours	Pay Period Maximum Hours
JRT	3 weeks	35	70
WEX	6 months 1 year with an extension	40	80
OST	1 year	40	80
ABE	1 year	40	80
PD	4 weeks	29	58
DCCC	Phase One – 3 weeks Phase Two – 3 months Phase Three - 8 months	40	80
SCSEP	4 years	20	40
Back To Work 50+	Phase One - 4 weeks Phase Two - 90 days	40	80
Retention	1 year	Based on benchmarks	

Note – For those participants with approved Job Search or Professional Development Activities from DSI – Management external from the standard programmatic services, the participant is eligible to accrue up to 40 weekly maximum hours and 80 maximum hours for the pay period. SCSEP participants are paid \$12.50 per hour, all other DSI program participants are paid \$9.50

Presently, the DSI – Payroll Management System incorporates various levels of integration from two payroll system, in which coordination of activities is significant. The following chart shows the DSI programs within a high level payroll calendar:

DSI – Payroll Unit
General Information

DSI Program	Payroll Management System Utilization	T/A Data Entry conducted by DSI – Payroll Unit	T/A Data Entry conducted by on-site Timekeepers/ DSI Personnel	T/A Submission Day	T/A Resolution Submission Day	Retention – Bonus/ Incentives
JRT	PeopleSoft	No	Yes	Every Friday	Off- Cycle, non-Pay Week – Tuesday	No
50+	PeopleFrist/TMS	Yes	No	Every Friday	Off- Cycle, non-Pay Week – Tuesday	No
DCCC	PeopleFrist/TMS	Yes	No	Every Friday	Off- Cycle, non-Pay Week – Tuesday	Yes
WEX/ABE/ OST/PD	PeopleSoft	No	Yes	Every Friday	Off- Cycle, non-Pay Week – Tuesday	No
SCSEP	PeopleSoft	Yes	No	Every Friday	Off- Cycle, non-Pay Week – Tuesday	No
PE/ Unsubsidized Employment	PeopleSoft	No	No	No	No	Yes

The DSI – Payroll Unit has one primary mode of processes Time and Attendances documents – directly:

- Directly – all Time and Attendance reporting is submitted for a bi-weekly pay period. DSI – Payroll Unit requires all hours worked by assigned participants to be entered on-line by their timekeeper every Friday. Timekeepers utilize the Sign-in/Sign-Out Sheet as the primary document to data entry in the PeopleFirst/TMS. Reported time is rounded to the nearest half hour and shall not exceed 40 hours per week, 80 hours per pay period. Once data entry is complete, the Unit will review generated payroll roster to ensure all submitted time is correct. After Friday’s T/A submission due date, the DSI –Payroll Unit will generated and forward to an e-mail to all Worksite Supervisor and/or DSI – Programs on late T/A documents. If an error is caught by the employee or payroll after a pay period is processed, corrections will be made in the next payroll run. If a supervisor or approver feels a change to reported hours is required, they will obtain an employee’s initials on the change before submitting

- time to payroll whenever possible. All supervisor changes to reported time will be communicated to the DSI – Payroll Unit by the worksite supervisor.
- The PeopleFirst Time reporting process, the payroll process for submitting current pay period hours worked will not change once interfaced with PeopleSoft. Worksite Supervisors enter hours worked for each participant. The Payroll Unit continues to approving the time and attendance while reviewing report for un-reported hours for participants. On Thursday, the Payroll Resolution data will be pushed into PeopleSoft for processing. Once the time has been imported into PeopleSoft, responsibility for payroll processing is handed off to the Office of Payment and Retirement (OPRS) group. Once the time has been exported, the PeopleFirst timesheet will be locked, preventing time entry for the current pay period. Any missed hours must be reported on the PeopleFirst Payroll Resolution Timesheet.

T/A Processing – PeopleFirst

Once all information has been entered into PeopleSoft and interfaced into PeopleFirst/TMS, prior to participants starting, the DSI –Payroll Unit will forward the following e-mail notification to worksite supervisors on basic instructions to enter time and attendance on their participants:

Myles, Lashawn (DOES)

From: Myles, Lashawn (DOES)
Sent: Wednesday, March 07, 2018 6:01 PM
To: Myles, Lashawn (DOES)
Subject: Time Entry Reminder

From: Project Empowerment [mailto:no-reply@dc.gov]
Sent: Friday, March 02, 2018 1:00 PM
To: Thomas, Rhayda (DOES) <rhayda.thomas@dc.gov>; Myles, Lashawn (DOES) <Lashawn.myles@dc.gov>
Subject: Time Entry Reminder

Dear Host Employer:

In an effort to ensure Project Empowerment participants are paid in a timely manner, we request that all host employers now enter participant time into the DOES online time management system at the link <https://webapps.does.dc.gov/doestms/Account/Login>.

Time must be submitted by **5:00 PM Close of Business (COB) each Friday** prior to the time entry due date. Time entered on Friday should reflect the weekly total number of hours performed during the week. **Work performed on the previous Saturday or Sunday must also be entered by COB Friday.** Additionally, faxed timesheets will no longer be accepted in lieu of entering time into the online time management system.

Should you require additional training on the online system or if you have forgotten your password, please contact Lashawn Jackson at (202) 698-3599 for assistance from 8:30 a.m. to 5:00 p.m.

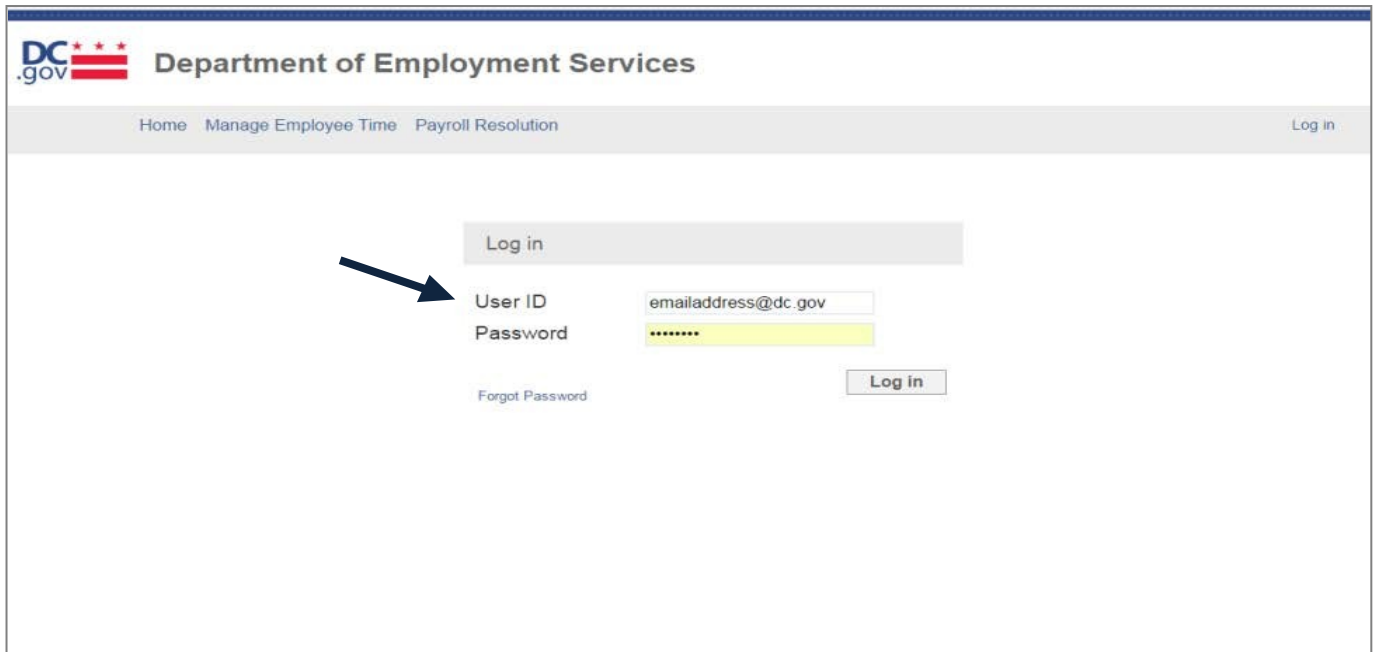
As Project Empowerment continues to make improvements, we anticipate a greater level of efficiency in tracking participant's time and processing payroll. If you have any questions or concerns regarding this matter, again please contact Lashawn Jackson, at (202) 698-5599 or via email at lashawn.jackson@dc.gov.

Thank you again for your continued support, partnership, and willingness to provide rewarding work experiences to Project Empowerment participants.

Please note: This e-mail was sent from a notification-only address that cannot accept incoming e-mail.

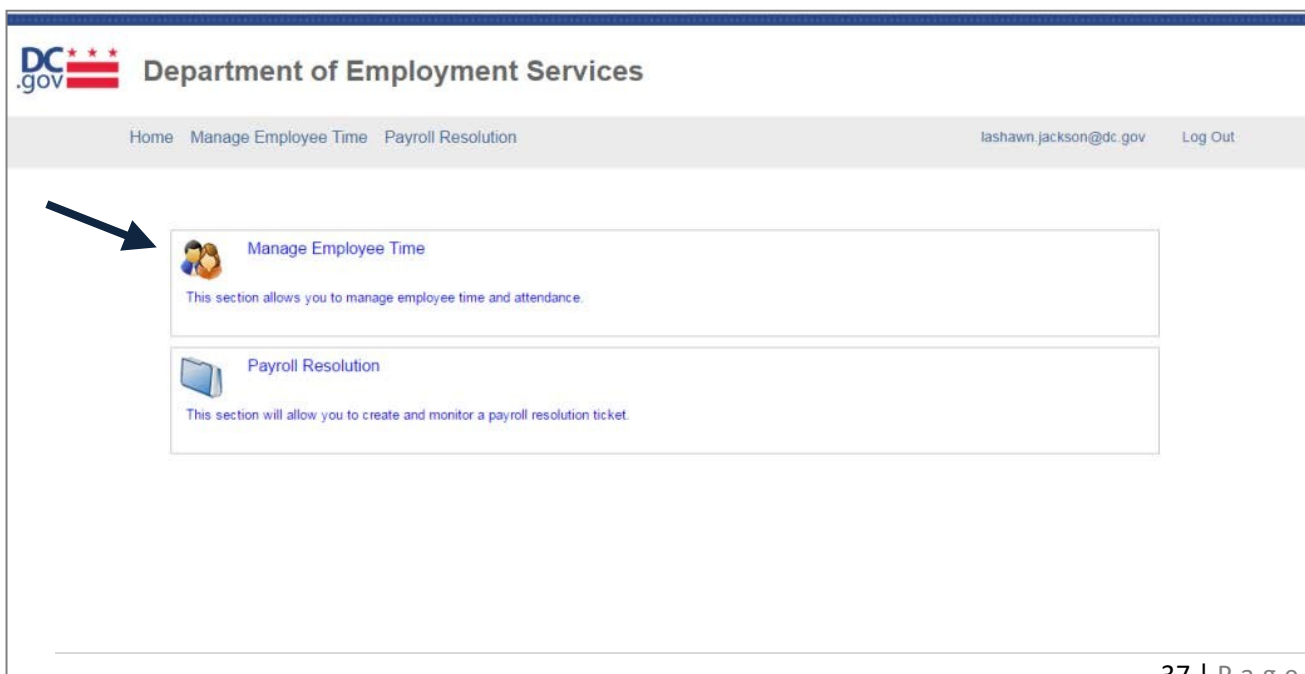
Please do not reply to this message.

- Enter your username: (your email used when you signed the host site agreement.)
- Enter your password: (This is computer generated)
- If you lost or forgot the password click the “**Forgot Password**” and a new one will be sent to your email address on file.



The screenshot shows the login page for the Department of Employment Services. At the top left is the DC.gov logo. The header includes navigation links: Home, Manage Employee Time, Payroll Resolution, and a Log in link on the right. The main content area features a large 'Log in' button at the top. Below it are input fields for 'User ID' (containing 'emailaddress@dc.gov') and 'Password' (masked with dots). A 'Forgot Password' link is positioned below the password field, and a smaller 'Log in' button is to the right. A blue arrow points to the 'Log in' button at the top.

- You will see the following screen with a successful login.
- Click on the “**Manage Employee Time**” link to input Participant time.



The screenshot shows the dashboard after a successful login. The header now includes the user's name 'lashawn.jackson@dc.gov' and a 'Log Out' link. The main content area has two primary sections: 'Manage Employee Time' (with a person icon and description: 'This section allows you to manage employee time and attendance.') and 'Payroll Resolution' (with a folder icon and description: 'This section will allow you to create and monitor a payroll resolution ticket.'). A blue arrow points to the 'Manage Employee Time' section.

- You will see the name(s) of the participants assigned to your worksite.
- Click “View” to enter time for the current time due.

Department of Employment Services

Home Manage Employee Time Payroll Resolution lashawn.jackson@dc.gov Log Out

Employee Roster

This is a listing of your employee roster. Please click on the link "View/Edit" to enter time.

Previous Next

Type name Search Page 1 out of 5 Pages

	Last Name	First Name	SSN	Age	Hrs Allowed	Program	Week Of 12/4/2016	Week Of 11/27/2016	Week Of 11/20/2016	Week Of 11/13/2016	Week Of 11/6/2016	Week Of 10/30/2016
View	Abduliah	Islah	xxx-xx-1835	74	40	APEP		24.0	25.5	10.0	8.0	23.0
View	Abrams	Denise	xxx-xx-2026	63	40	APEP						10.5
	Andryeyeva	Alla	xxx-xx-8293	68	20	SCSEP						
	Baker Jr.	William	xxx-xx-4729	58	20	SCSEP						
View	Blackwell	Geralt	xxx-xx-6419	66	40	APEP	40.0		32.0	40.0	40.0	40.0
View	Boydins	Marion	xxx-xx-8144	63	20	SCSEP			19.0	20.0	14.0	20.0
View	Bradford	Almetta	xxx-xx-0083	62	20	SCSEP			19.0	18.0	20.0	20.0
View	Brinson	Donna	xxx-xx-4023	69	20	SCSEP			20.0	20.0	20.0	20.0
View	Brown	Linda	xxx-xx-7951	54	40	APEP			32.0	36.5	12.0	26.5
View	Caldwell	Freddie	xxx-xx-2104	66	20	SCSEP				8.0	20.0	20.0
View	Camp	Tommy	xxx-xx-4583	65	20	SCSEP			16.0	17.0	11.0	20.0
View	Carr	Michelle	xxx-xx-1336	69	40	APEP		31.5	27.5	33.0	40.0	40.0
View	Coates	Idelphia	xxx-xx-9515	54	40	APEP		31.5	32.0	36.0	36.0	39.5
View	Cobb	Karen	xxx-xx-4906	66	20	SCSEP			19.0	19.0	20.0	20.0
View	Coleman	Myrtle	xxx-xx-0567	58	20	SCSEP			16.0	20.0	12.0	20.0
View	Cuff	Ella	xxx-xx-4931	66	40	APEP					8.0	24.0
	Dallas	Diane	xxx-xx-8496	62	20	SCSEP						
View	Dixon	Ronald	xxx-xx-4983	60	40	APEP		0.0	32.0		21.0	20.0
View	Dixon	Betty	xxx-xx-1304	61	20	SCSEP	20.0	20.0	20.0	11.0	20.0	20.0
	Dixon	Edward	xxx-xx-6730	66	20	SCSEP						

- Notice the current week due will appear in the next screen. Enter the time worked each day.
- *A maximum of 8 hours a day can be entered/40 hours per week.
- When you have entered all time due, click “Save”.
- *Repeat for all participants assigned. Log out when complete.

Department of Employment Services

Home Man Week Time Entry C.gov Log Out

Emp Time Entry - Week

Host: ImageWorks Consulting Firm, LLC
 Worksite: ImageWorks Consulting Firm, LLC
 JobTitle: APEP Job Readiness Trainee

NAME: Abduliah, Islah SSN: xxx-xx-1835 AGE: 74 ZIP: 20002

<< Previous Week

SUN 12/4	MON 12/5	TUE 12/6	WED 12/7	THU 12/8	FRI 12/9	SAT 12/10
0	0	0	0	0	0	0

TOTAL HOURS FOR THE WEEK 0.0

(Total Hours Allowed For This Participant is: 40)

Save Close

View	Dallas	Diane	xxx-xx-8496	62	20	SCSEP						
View	Dixon	Ronald	xxx-xx-4983	60	40	APEP		0.0	32.0		21.0	20.0
View	Dixon	Betty	xxx-xx-1304	61	20	SCSEP	20.0	20.0	20.0	11.0	20.0	20.0
	Dixon	Edward	xxx-xx-6730	66	20	SCSEP						

Payroll Validation

All Time and Attendance data entered/not entered into the Time Management System (TMS) and PeopleSoft systems pay portal by the close of business every Friday will be noted on a report generated on every weekday by 10:00 a.m. This report shows the DSI – Payroll Unit which sites is late and warrants an e-mail submission reminder to the worksite. During Job Readiness Training, Facilitators verify participant’s recorded attendance and time through the TMS portal and confirm the accuracy of entries. For those participants assigned to Work Experience (WEX), Occupational Training, Adult Basic Education, or Professional Development the assigning Account Executive (AE) updates the participant’s activity/status in PeopleFirst. Once completed, the DSI – Payroll Unit generates a report in SQL Server Reporting Services (SSRS) listing all participant’s activity/status during the selected time period.

As time and attendance for participants is data enter into TMS, the system generates a daily payroll roster report for the DSI – Payroll Unit to review and inform worksite supervisor of late submissions:

TEP Time Entry

Host	Worksite	Job Title	Hourly Rate	Max Hours Per Week	Last Name	First Name	Last 4 SSN	WK1	WK2
(DDOT) Customer Service Call Center	DDOT) Customer Service Call Center -	TEP - Work Experience-	8.50	40.0	Daswell	David	XXXX	29.0	40.0
1st CDL Training Center of NOVA	1st CDL Training Center of NOVA	CDL Certification Class	9.50	40.0	McKinnon	Willie	XXXX		
Agape Woodland Tiger Children’s Academy	TEP - Agape Woodland Tiger Children’s Academy	Teacher Aide	9.00	40.0	Bright	Winston	XXXX	40.0	24.0

The following are T&A submission reminders issued Monday - Wednesday to the worksite supervisors:

Monday’s Notice -

From: Myles, Lashawn (DOES)
Sent: Monday, February 05, 2018 12:37 PM
To: 'Cullen Gilchrist' <cullen@unionkitchenc.com>; Human Resources <hr@unionkitchenc.com>
Subject: Project Empowerment - Time Entry Reminder
Importance: High

Good afternoon,

Please submit time in the Time Management System (TMS) for the following participant(s). **Please submit time by 5:00 PM - TODAY to avoid any payment delays!!!!** If the participant is no longer on the site, please provide the last date at the site so your employee roster can be updated. Also, time should be submitted weekly in TMS.

Last Name	First Name	Last 4 SSN	Week Of 1/21/18	Week Of 1/28/18
Watts	Lena	0130	40.0	

Tuesday's Notice -

From: Myles, Lashawn (DOES)
Sent: Tuesday, February 06, 2018 11:04 AM
To: 'Cullen Gilchrist' <cullen@unionkitchendc.com>; 'Human Resources' <hr@unionkitchendc.com>
Cc: Samuels, Leon (DOES) <Leon.Samuels@dc.gov>; Holt, Janae (DOES) <janae.holt@dc.gov>
Subject: RE: Project Empowerment - Time Entry Reminder - 2nd Request
Importance: High

Please submit time by 5:00 PM - TODAY to avoid any payment delays!!!!

Wednesday's Notice

From: Myles, Lashawn (DOES)
Sent: Wednesday, February 07, 2018 11:36 AM
To: 'Cullen Gilchrist'; 'Human Resources'
Cc: Samuels, Leon (DOES); Holt, Janae (DOES)
Subject: RE: Project Empowerment - Time Entry Reminder - 3rd Request
Importance: High

3rd REQUEST!!!

Please submit time by 5:00 PM - TODAY to avoid any payment delays. If the time is not sent by the deadline, your assigned participant will not be paid on Friday, February 16, 2018.

Time Errors

Participants without active information in Job Data and Time & Labor will be rejected from PeopleSoft, if their reported time from PeopleFirst is attempted to be interfaced via the time load. All rejected data will be captured on the queries: DCG_PFIRST_TIME_LOAD_ERROR and DCG_PFIRST_TIME_LOAD_ERROR_MSG. The latter query contains error message data describing the error.

If the time is rejected, it is recommended that the following is asked when researching the cause for rejection.

1. Are the dates on the time file before the Effective Dates on the Job Data and Maintain Time Reporter Data?
 - a. Yes. The time dates are before the person was active in PeopleSoft, therefore the time is not valid

2. Is this the Current Pay Period time load file or a Payroll Resolution time load file?
 - a. Current Pay Period Solution
 - i. Update the Effective Dates in Job and Maintain Time Reporter
 - ii. Submit time on the timesheet or pay line.
 - b. Pay Adjustment/Pay Resolution Solution
 - i. Update the Effective Dates in Job and Maintain Time Reporter
 - ii. Submit time on the timesheet or pay line.

Garnishment Request

When the DSI – Payroll Unit receives a garnishment order form the Office of the Attorney General, the Unit will forward an e-mail communication to the department’s CFO to be forwarded to OPRS to execute the pay adjustment.

Myles, Lashawn (DOES)

From: Kiawu, Sia (DOES)
Sent: Thursday, December 14, 2017 10:04 AM
To: Jackson, Lashawn (DOES)
Cc: Mayers, Natalie (DOES); Goodluck, Bryan (DOES); Cudjoe, Louann (DOES); Figueredo, Hugo (DOES); Cooper, Lynnsie (DOES); Holt, Janae (DOES); Chong, ChinYee (DOES)
Subject: RE: Child Support Garnishment Request

Good morning LaShawn, In receipt, will forward to OPRS. Thanks

Sia Kiawu

Controller| Office of the Chief Financial Officer
Government Operations Cluster |Department of Employment Services
sia.kiawu@dc.gov| O: 202.727-6504| F: 202.671.2930|
4058 Minnesota Ave. N.E. Suite 5700 | Washington, DC 20019

The Government Operations Cluster: Continuous Improvement Is Our Priority.

From: Jackson, Lashawn (DOES)
Sent: Thursday, December 14, 2017 8:15 AM
To: Kiawu, Sia (DOES)
Cc: Mayers, Natalie (DOES); Goodluck, Bryan (DOES); Cudjoe, Louann (DOES); Figueredo, Hugo (DOES); Cooper, Lynnsie (DOES); Holt, Janae (DOES)
Subject: Child Support Garnishment Request
Importance: High

Good Morning Sia,

The program received child support garnishment requests for the following Project Empowerment (TEP) participants. The requests are enclosed in the attachment and I also sent a copy through interoffice.

Program	Employee Name	Last 4 SSN	Employee ID
TEP/PE	Lloyd Spriggs	3615	00096765
TEP/PE	Darnell Allen	9254	00097926
TEP/PE	Brian Tuckson	0043	00098317

Stop Payment Request

When the DSI – Payroll Unit receives a stop payment request for a participant, it will be for a termination. The termination must be documented and submitted to the Unit as soon as possible to begin the process a stop payment. The Unit will forward an e-mail communication to the department’s CFO to be forwarded to OPRS to execute the stop payment.

Myles, Lashawn (DOES)

From: Myles, Lashawn (DOES)
Sent: Tuesday, February 27, 2018 5:30 PM
To: Kiawu, Sia (DOES)
Cc: Chong, ChinYee (DOES); Figueredo, Hugo (DOES); Cudjoe, Louann (DOES); Upshur, Ayesha (DOES); Goodluck, Bryan (DOES); Cooper, Lynnsie (DOES); Perrault, Paris (DOES); Holt, Janae (DOES)
Subject: Stop Payment - Payroll
Importance: High

Good afternoon Sia,

I would like to process a stop payment for the following participant due to him being terminated today from job readiness training. The schedule payment date is Friday, March 2, 2018. The information is below:

Descr	Advice Nbr	ID	Name	Pay Period End	Check Dt
TEP - Project Empowerment	0008725205	00101916	Shepperson, Deaunt	02/17/2018	03/02/2018
TEP - Project Empowerment	0000766312	00030868	Lewis, Amos	2/17/2018	03/02/2018

Also, please let me know if you need anything additional to complete this request.

Payroll Disbursements and Pay Statements

Payroll Disbursement for all participants are paid either by U.S. Bank Debit Card or direct deposit processing with only a few receiving payment via check. When pay amounts have been prepared, the payroll registers are forwarded to the DSI – Payroll Unit from OPRS and the department’s OIT. Once received, the Unit forwards the payroll registers the department’s CFO for review and approval. The department’s CFO authorizes fund release to the participant’s corresponding debit bank card or private banking institution(s) via the Automated Clearing House (ACH) batch processing procedures.

Resolution Processing

After a scheduled regular Friday pay day, all payroll adjustments are submitted, reviewed, and generated by the DSI – Payroll Unit. Any unreported hours or payroll /disputes must be submitted immediately via the payroll resolution tab in the PeopleFirst/TMS. The Unit receives copies of participants’ time sheets with a written reason to process resolution(s).

Payroll time and attendance data is reviewed by the DSI – Payroll Unit for time entry adjustments, then notification is forwarded to DSI - Management. DSI - Management reviews and makes decisions on the payroll resolutions no later than the Tuesday of the off-cycle pay week. All approvals are notated in the People First system by DSI – Management. Payroll resolutions are loaded in PeopleSoft via interface and approved by the payroll coordinator on the Wednesday of the off-cycle pay week. Every Thursday during the off-cycle pay week at 7:00 pm the Payroll Management System performs a “lock-down” procedure to prevent any additional transactions. PeopleSoft and PeopleFirst/TMS interface to update participant payroll records, after the interface, payroll data is loaded into PeopleSoft and TMS is no longer accessible to load attendance data for the pay period cycle.

The Payroll Registers is generated by OPRS and the department’s OIT and forward the DSI – Payroll Unit. The Unit forwards for review and approved by the department’s CFO on the Monday of the off-pay cycle week. The department’s CFO authorizes fund disbursement to the corresponding prepaid bank cards or private banking institutions via the Automated Clearing House (ACH) batch processing procedures.

Bonuses and Incentive Processing

For participants to receive employment retention incentives, they have provided continuous proof of unsubsidized employment and have a VOS 893 code enter by the Account executive. The code represents the participant’s Unsubsidized Employment status. The 893 VOS code will provide the participant’s start date with a case note recording the participant’s employer. Participants must contact with their Retention Specialist monthly and provide paystubs to verify unsubsidized employment status at 30, 90, 180 days, and one year benchmarks. Once the participant achieves a benchmark, the Retention Specialist compiles a Retention Incentive Package and transmits to DSI – Payroll Unit for approval for all eligible participants. The package includes the following:

- Paystubs from all eligible pay periods
- Retention Incentive Payment Request forms completed and signed by the Retention Specialist and the Payroll Unit.

All Bonus and Incentive payments are issued in accordance with the approved Participant Regular and Supplemental Pay Schedule; therefore all packages from DCCC are to be submitted to the DSI – Payroll Unit for review and processing within PeopleFirst/TMS by Tuesday during the off-cycle payroll schedule for payroll disbursement on Friday of the off-cycle week. Those packages from PE – Unsubsidized Employment are to be submitted to the DSI – Payroll Unit for review and processing. The Payroll Unit will generate a participant spreadsheet to submit for query against the participant database within PeopleSoft. From this process, Bonus and Incentive

request are forward to the Rapid Pay Sheet process by Wednesday of the on-cycle payroll schedule for payroll disbursement on Friday of the on-cycle week. After one year of job retention monitoring, the Retention Specialist will notify the participant of their successful completion and formally notate the case file of the completion and forward information to DSI – Payroll Unit to inactivate the participant within the PeopleSoft system.

W-2 Processing

Update Mailing Address for W-2 Form – In early December of every year, the DSI - Payroll Unit forwards notification reminders to all DSI Program Managers to participants receiving an employment and training wages to ensure correct address are presented on submitted W-4 and D-4 tax forms. Participants must complete and submit their updated mailing or permanent address on a new W-4 Form. Once completed, they must forward the updated forms to either their Job Coach/Case Manager or Retention Specialist by early-January. They will forward all participants W-4/D-4 Form updates to the DSI-Payroll Unit by mid-January. The DSI – Payroll Unit will enter data updates into the PeopleSoft system which interfaces with PeopleFirst/TMS system. OIT will execute daily batch processing to update payroll Master Files until mid-January to update participant’s address. A similar process will be executed for corrections on participant’s SSN.

All participants W-2 Form will be mailed via U.S. Postal Service by January 31th. If a participant requests a reissues/duplicate W-2 Form, they must inform DSI personnel. DSI personnel will document and forward request to the DSI – Payroll Unit. The Unit will submit to OIT for W-2 Form reprocessing and will be produced after mid-February.

Addendum

DSI Payroll Activity Calendar

This calendar encompasses all scheduled services to be executed by the Payroll Unit. The following standards have been identified:

- Processing Cycle – bi-weekly pay period cycle beginning on a Sunday and ending on a Saturday for a total of 14 days
- T&A date entry is due every Friday by the Worksite Supervisor
- Pay Day – regular pay day are scheduled for the on-cycle Friday, the Friday before the pay period ends. Resolution Pay(Supplemental) are scheduled on the off-cycle Friday, the first Friday of the pay period
- Payment Method – the major of participants will receive payroll disbursement by debit card and direct deposit, with only a few receiving a pay check
- JRT operates on two cycles – the 1st co-hort comprises of a full 2 week pay period and the 1st week of a pay period, the 2nd co-hort comprises of the 2nd week of a pay period and a full 2 week pay period
- Resolution Pay Requests – are to be processed on the off-cycle Tuesday for disbursement on off-cycle Friday Pay Day

- Bonus & Incentive Pay Request – are to be processed on the on-cycle Wednesday for disbursement on the on-cycle Friday Pay Day for Unsubsidized Employment. For DCCC, are to be processed on the off-cycle

Since, JRT participants drive payroll processing for DSI, the following activities are scheduled:

- JRT/Intake Package completed and forwarded to Payroll Unit during the 1st week of the co-hort – Monday –Wednesday
- Master File generation/updates in PeopleSoft, Monday - Friday during the 1st week of the co-hort
- Batch processing for Debit Card/Direct Deposit, Monday - Friday during 1st week of the co-hort
- Debit Card/Direct Deposit generation and activation, during the JRT co-hort
- JRT/UI Wage Bump – starts on Wednesday, finishes on Friday during the 1st week of the JRT co-hort. The 2nd JRT/UI Wage Bump – starts on Monday, finishes on Wednesday during the 3rd week of the JRT co-hort
- UA Testing – scheduled on Mondays of the 2nd week of the JRT co-hort
- JRT/Payroll Presentation – scheduled during the 3rd week of the JRT co-hort, Monday - Wednesday
- JRT Graduation is on the 3rd Friday on the JRT co-hort

These are the scheduled activities the Payroll Unit executes for other DSI programs:

- WEX Supervisors e-mailed for late T/A's, Monday – Thursday after the Friday when T/A's are due
- Payroll Registers approved on Mondays before on-cycle Friday Pay Day
- Payroll System goes on “lock-down” status the Thursday prior to the Friday Pay Day

Payroll Activity Calendar

DSI Payroll Activity Calendar

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Pay Period Begins			Resolution Requests Processed DCCC/BTW 80+	JRT/UI Wage Bump Start		Off-Cycle Pay Day JRT/UI Wage Bump Finish	
Co-hort 1	JRT 2 Week Cycle	JRT New Hire Intake Package Data Entry Master File Updating/Batch Processing for Debit Card/Direct Deposit JRT 2 Week Cycle	JRT New Hire Intake Package Data Entry Master File Updating/Batch Processing for Debit Card/Direct Deposit JRT 2 Week Cycle	JRT New Hire Intake Package Data Entry Master File Updating/Batch Processing for Debit Card/Direct Deposit JRT 2 Week Cycle	Master File Updating/Batch Processing for Debit Card/Direct Deposit JRT 2 Week Cycle	Master File Updating/Batch Processing for Debit Card/Direct Deposit JRT 1st Week Time Due JRT 2 Week Cycle	JRT 2 Week Cycle
		Payroll Registers Approved UA Testing- JRT		BI Requests Processed for TEP/SCSEP		Pay Day w/ Statements	Pay Period Ends
Co-hort 1	JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs PMS Lock Down Mode JRT 2 Week Cycle	JRT 2nd Week Time Due JRT 2 Week Cycle	JRT 2 Week Cycle
Pay Period Begins		JRT/UI Wage Bump Start	Resolution Requests Processed DCCC/BTW 80+	JRT/UI Wage Bump Finish		Off-Cycle Pay Day	
Co-hort 1	JRT 1 Week Cycle	JRT Payroll Presentation JRT 1 Week Cycle	JRT Payroll Presentation JRT 1 Week Cycle	JRT Payroll Presentation JRT 1 Week Cycle	Batch Processing for Debit Card/Direct Deposit JRT 1 Week Cycle	JRT 2/1- Graduation JRT 3rd Week Time Due JRT 1 Week Cycle	JRT 1 Week Cycle
		Payroll Registers Approved		BI Requests Processed for TEP/SCSEP		JRT/UI Wage Bump Start	Pay Period Ends
Co-hort 2	JRT 1 Week Cycle	WEX Supervisors E-mailed for late TIAs JRT New Hire Intake Package Data Entry Batch Processing for Debit Card/Direct Deposit JRT 1 Week Cycle	WEX Supervisors E-mailed for late TIAs Data Entry Batch Processing for Debit Card/Direct Deposit JRT 1 Week Cycle	WEX Supervisors E-mailed for late TIAs Data Entry Batch Processing for Debit Card/Direct Deposit JRT 1 Week Cycle	WEX Supervisors E-mailed for late TIAs Data Entry Batch Processing for Debit Card/Direct Deposit PMS Lock Down Mode JRT 1 Week Cycle	JRT 1st Week Time Due JRT 1 Week Cycle	JRT 1 Week Cycle
Pay Period Begins		UA Testing- JRT	Resolution Requests Processed DCCC/BTW 80+			Off-Cycle Pay Day	
Co-hort 2	JRT 2 Week Cycle	JRT 2 Week Cycle	JRT 2 Week Cycle	JRT 2 Week Cycle	JRT 2 Week Cycle	JRT 2nd Week Time Due JRT 2 Week Cycle	JRT 2 Week Cycle
		Payroll Registers Approved		BI Requests Processed for TEP/SCSEP		Pay Day w/ Statements	Pay Period Ends
Co-hort 2	JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs Batch Processing for Debit Card/Direct Deposit JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs Batch Processing for Debit Card/Direct Deposit JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs Batch Processing for Debit Card/Direct Deposit JRT 2 Week Cycle	WEX Supervisors E-mailed for late TIAs Batch Processing for Debit Card/Direct Deposit PMS Lock Down Mode JRT 2 Week Cycle	JRT 1/2 Graduation JRT 3rd Week Time Due JRT 2 Week Cycle	JRT 2 Week Cycle



GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT

PAGE 1 OF 30 PAGES

1. CONTRACTNUMBER: CW63204		2. PURCHASEREQUESTNO.:	3. EFFECTIVE DATE: See box 13(c)
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4. ISSUED BY Office of Contracting and Procurement 441 4 th Street NW, 700S Washington, DC 20001	5. ADMINISTERED BY (If other than Item 5): Department of Employment Services 4058 Minnesota Avenue, N.E., Suite 3900 Washington, DC 20019
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6. NAMES AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)
Constituent Services Worldwide
 4448 B Street SE, Suite 3
 Washington, DC 20019
Point of Contact: Robert Jordan **Tel:** (888)550-6259 ext: 101 **Email:** robert.jordan@cswpbc.com
DUNS: **EIN:** 451713425

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: DC Vendor Portal https://vendorportal.dc.gov	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Constituent Services Worldwide 4448 B Street SE, Suite 3 Washington, DC 20019
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

ITEM/LINE NO.	NIGPCODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICERATE	TOTALAMOUNT
See Price Schedule (Section B)						
Not-To-Exceed (NTE) Amount						\$100,000.00

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT

A. SOAR SYSTEM OBLIGATION CODE: See Purchase Order	B. Name of Financial Officer (Typed): N/A	C. Signature: N/A	D. Date: N/A
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11. PERIOD OF HUMAN CARE AGREEMENT


Starting Date: See box 13(c)	Ending Date: One (1) Year Thereafter
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under purchase orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR

13. FOR THE DISTRICT OF COLUMBIA

A. Name and Title of Signer (Type or print) Name: Robert Jordan Title: President and CEO		A. Name of Contracting Officer (Type or print) Name: TIA MERCER Title: Contracting Officer	
B. Signature of the PROVIDER/CONTRACTOR: 	C. DATE 8/10/2018	B. Signature of CONTRACTING OFFICER:	C. DATE

**DEPARTMENT OF EMPLOYMENT SERVICES (DOES)
 WORK READINESS TRAINING SERVICES
 HUMAN CARE AGREEMENT SCOPE OF WORK**

B.1 SERVICES

B.1.1 The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide work readiness training specified in Section C.2 to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

B.1.2 The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs per participant for the line items listed in Section B.2.

B.1.3 The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded a HCA will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.

B.1.4 Delivery or performance shall be made only as authorized by task orders issued in accordance with the HCA.

B.1.5 The task order pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C.

B.1.6 Any task order issued during the effective period of this HCA must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.2 PRICE SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	Work Readiness	Per Participant	\$990.00

B.2.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	Work Readiness	Per Participant	\$990.00

B.2.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	Work Readiness	Per Participant	\$1,019.70

B.2.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	Work Readiness	Per Participant	\$1,019.70

B.2.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	Work Readiness	Per Participant	\$1,019.70

END OF SECTION B

SECTION C: BACKGROUND/SCOPE/SPECIFICATION/STATEMENT OF WORK

C.1 BACKGROUND

The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide work readiness training to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Specifically, the mission of DOES is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to address these challenges through training and by supporting participants in gaining skills that will prepare them for the workforce. The District of Columbia Infrastructure Academy (DCIA) will provide infrastructure industry-related skills, training, and programming for District residents in the infrastructure industry. DOES seeks to develop a list of training providers that can provide infrastructure industry-related training programs that result in industry-recognized credential, licensing, or certificate as defined through feedback gathered from employers within the District of Columbia.

C.2 SCOPE

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide work readiness training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

C.3 APPLICABLE DOCUMENTS

Table C.3.1: Applicable documents

Item No.	Document Type	Title	Date
0001	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended Contracts and Procurements https://www.dcregs.dc.gov	As amended to date
0002	DC Law	Procurement Practices Reform Act of 2010 http://www.dccouncil.washington.dc.us	April 8, 2011

C.4 DEFINITIONS AND ACRONYMS

C.4.1 Definitions: These terms when used in this HCA have the following meanings:

C.4.1.1 Job skills training directly related to employment: This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.4.1.2 Related Expenses: Expenses related to books, uniforms, mandatory equipment and tools, certification exam fees, or other required elements for a participant to apply for and complete an eligible occupational training course or certification.

C.4.1.2 Workforce Readiness Training: Training that includes soft-skills training, such as punctuality, attendance, problem solving, customer service, effective communication skills, teamwork, conflict resolution, interpersonal negotiation, etc. (see workforce readiness training areas in Appendix A. Each training should be focused on one skill and be no more than a day in length.

C.4.2 Acronyms

C.4.2.1 CA: Contract Administrator

C.4.2.2 CFO: Chief Financial Officer

C.4.2.3 CO: Contracting Officer

C.4.2.4 DOES: Department of Employment Services

C.4.2.5 DCIA: District of Columbia Infrastructure Training Agreement

C.4.2.6 HCA: Human Care Agreement

C.5 REQUIREMENTS

C.5.1 The Provider shall provide training services at the District of Columbia's Infrastructure Academy (DCIA), located at 2330 Pomeroy Rd S.E. Washington, D.C. 20020 to train participants to meet the current and future needs of infrastructure focused jobs. DOES shall not be responsible for payment of services in an unapproved space/facility.

C.5.2 The Provider shall provide work readiness trainings that will benefit adult jobseekers (ages 18+) in the District seeking employment in the infrastructure and/or information technology industry sectors.

C.5.3 The Provider shall draw on best practices from around the country, including the Center for Energy Workforce Development (CEWD). (Example CEWD curricula are accessible here: <http://www.cewd.org/curriculum/>).

- C.5.4** The Provider shall provide technical employability skills training required for entry into the world of work. This refers to at a minimum: career/job search techniques; values clarification and personal development; preparation of resumes and job applications, interview techniques, appropriate follow-up, and professional dress appropriate to various occupations.
- C.5.5** The Provider shall provide training to develop “non-technical” skills, abilities, and traits required to function in a specific employment environment, including, at minimum:
- Communication and conflict
 - Problem Solving
 - Creativity
 - Self-Direction
 - Ethics
 - Time management and punctuality
 - Workplace etiquette
- C.5.6** The Provider shall deliver work readiness programming not to exceed 6 weeks.
- C.5.6.1** The Provider shall designate time in the class schedule for DOES-selected employers to guest speak directly to participants about their occupations and work cultures.
- C.5.6.2** The Provider shall submit the class schedule and outline prior to programming being executed, and DOES will coordinate with the Provider with regards to who the employer guest speakers will be.
- C.5.7** The Provider shall highlight infrastructure and/or information technology work examples and case studies whenever possible.
- C.5.8** The Provider shall promptly verify the participant’s successful completion of the training course to DOES, by submitting a copy of the certificate that has been rendered to the participant. If an exam is to be completed post training, the Provider shall also provide DOES documentation stating when the participant passes or does not pass the exam. This information must be provided to DOES within fourteen (14) business days of the training completion date or exam completion date. If the participant has not completed the training because the participant decided to opt out of the program or was terminated from the program, the Provider must immediately inform the Provider’s point of contact at DOES.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1** The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- D.1.2** All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1** All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in [Section C](#) of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

*****END OF SECTION E*****

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as [Attachment J.2](#).

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by delivery order, purchase order, or task order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to DOES in accordance with the following:

Table F.4.1: Deliverables

Section	Deliverable	Quantity	Format and Method of Delivery (e.g. Email, etc.)	Due Date
C.5.6.2	Final Course outline and schedule	1	Electronic copy	5 days after task order execution
C.5.8	Certificate of completion	Per participant	Electronic copy	14 days after training

*****END OF SECTION F*****

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION DATA

G.1 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

G.1.1 The Agency Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Tia.Mercer@dc.gov

G.2 CONTRACTING ADMINISTRATOR

G.2.1 The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 899-6052
adam.albanese@dc.gov

G.3 CONTACT PERSON

G.3.1 For procurement information regarding this Human Care Agreement contact:

LaVietra Shannon
Contract Specialist
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Lavietra.Shannon@dc.gov

G.4 ORDERING CLAUSE

G.4.1 The Provider shall not provide any services to an individual unless the individual has been referred to the Provider utilizing the DOES training authorization form.

G.4.1.1 The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a task order or purchase order for the period of the service that is signed by a Contracting Officer.

G.4.2 All purchase orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order and this Agreement, the Agreement shall prevail.

G.5 PAYMENT SCHEDULE

G.5.1 Payments shall be based on price schedule delineated in Section B.2.

G.5.2.1 Initial Payment: For programs that are two weeks or more in length 50% of payment is to be remitted upon students completing their first two weeks of the program. For programs that are less than two weeks in length the Provider must invoice all 100% at completion.

G.5.2.2 Completion Payment: For programs that are two weeks or more in length 50% of payment is to be remitted upon successfully completing the course.

G.6 INVOICE SUBMITTAL

G.6.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.6.2 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.6.3 The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2015-4281, Revision No. 11, dated 07/03/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.4.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.4.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.4.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.4.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.4.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 THE LIVING WAGE ACT OF 2006

- H.7.1** Except as described in H.7.8 below, the Provider shall comply with 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.

- H.7.2** The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.
- H.7.4** DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.5** The Provider shall provide a copy of the Fact Sheet attached as [Attachment J.6](#) to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as [Attachment J.5](#) in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
 - (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;
 - (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 Contractor 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 mentally retarded persons 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); 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.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.8.1 Providing the Contractor training space within the DC Infrastructure Academy.

H.8.2 Determining customers' eligibility for training.

H.8.3 Assessing eligible customers' readiness to engage in training and their barriers.

H.8.4 Matching customers to the training based on the results of the customer's assessment and the Provider's service offering.

H.8.5 Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.

H.8.6 Monitoring and evaluating the Provider's performance.

H.8.7 Modifying this HCA to comply with the program requirements.

H.8.8 Visiting class related instruction to monitor training activities.

H.8.9 Interviewing participants to secure their feedback on their overall experience and the quality of services they are receiving.

H.8.10 Receiving and investigating unusual incidents and complaints related to the services provided by the Provider.

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement are fulfilled.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.9.3 The Provider shall determine if a referred participant should receive a distinct service that the Provider is not tasked to provide, the Provider shall immediately contact DOES for appropriate action.

*****END OF SECTION H*****

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied

therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so

subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subcontractors, and not the additional insured. The additional insured status under the Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subcontractors, or anyone for whom the Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
 4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
 7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. DURATION. The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER’S LIABILITY UNDER THIS HCA.**
- D. **PROVIDER’S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.8.1 CERTIFICATES OF INSURANCE

I.8.2 The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tia Mercer
 Contracting Officer
 Office of Contracting and Procurement (Servicing DOES)
 4058 Minnesota Ave N.E.
 Washington, DC 20019
 (202) 671-3100 (voice)
 Tia.Mercer@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

I.10.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the HCA in the following order precedence:

I.10.1.1 Sections A through I of this HCA.

I.10.1.2 Standard Contract Provisions

I.10.1.3 HCA attachments other than the Standard Contract Provisions

I.10.1.4 Statement of Qualifications

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;
- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;

- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and
- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
- (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (xi) Provide a description of the claim or dispute;
 - (xii) Refer to the pertinent contract terms;
 - (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision; and

- (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;

- (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for

noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the HCA by reference.

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on click on Required Solicitation Documents under the heading “Opportunities and Support”
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 11, dated 07/03/2018
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.8	DC Language Access Act of 2004
J.9	Vendor’s Proposal Package

*****END OF SECTION J*****



GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT

PAGE 1 OF PAGES 30

1. CONTRACT NUMBER: CW63062	2. PURCHASE REQUEST NO.:	3. EFFECTIVE DATE: See box 13(c)
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4. ISSUED BY Office of Contracting and Procurement 441 4 th Street NW, 700S Washington, DC 20001	5. ADMINISTERED BY (If other than Item 5): Department of Employment Services 4058 Minnesota Avenue, N.E., Suite 3900 Washington, DC 20019
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6. NAMES AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

Community Tech, LLC
1112 11th Street, NW Suite #2
Washington, DC 20001
Point of Contact: Kevin Pryor Tel: (202) 355-2695 Email: kevinpryor@communitytechnet.com
DUNS: EIN: 472448373

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Department of Employment Services Office of the Chief Financial Officer 4058 Minnesota Avenue, NE Washington, DC 20019	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Community Tech, LLC 1112 11 th Street, NW Suite #2 Washington, DC 20001
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

ITEM LINE/NO.	REQ CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
See Price Schedule (Section B)						
Not-To-Exceed (NTE) Amount						\$100,000.00

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

FUND	APP	YEAR	INDEX	FOA	OBJ	ACT	GRANT PR	FRI/1 PR	AC1	AC2	AC3	PERCENT	ATTN SUBJECT	ARLINT

A. SOLAR SYSTEM OBLIGATION (CIR: See Purchase Order)	B. Name of Financial Officer (Typed) N/A	C. Signature: N/A	D. Date: N/A
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11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: See box 13(c) Ending Date: One (1) Year Thereafter

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under purchase orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE PROVIDER/CONTRACTOR		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print) Name: Kevin A Pryor Title: CEO	A. Name of Contracting Officer (Type or print) Name: TIA MERCER Title: Contracting Officer	B. Signature of the PROVIDER/CONTRACTOR: 	B. Signature of CONTRACTING OFFICER:
C. DATE 08/08/18	C. DATE 8/7/18		

**DEPARTMENT OF EMPLOYMENT SERVICES (DOES)
 WORK READINESS TRAINING SERVICES
 HUMAN CARE AGREEMENT SCOPE OF WORK**

B.1 SERVICES

- B.1.1** The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide work readiness training specified in Section C.2 to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.
- B.1.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs per participant for the line items listed in Section B.2.
- B.1.3** The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded a HCA will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.
- B.1.4** Delivery or performance shall be made only as authorized by task orders issued in accordance with the HCA.
- B.1.5** The task order pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C.
- B.1.6** Any task order issued during the effective period of this HCA must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.2 PRICE SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	Work Readiness	Per Participant	\$750.00

B.2.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	Work Readiness	Per Participant	\$772.50

B.2.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	Work Readiness	Per Participant	\$795.68

B.2.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	Work Readiness	Per Participant	\$819.55

B.2.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	Work Readiness	Per Participant	\$844.14

*****END OF SECTION B*****

SECTION C: BACKGROUND/SCOPE/SPECIFICATION/STATEMENT OF WORK

C.1 BACKGROUND

The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide work readiness training to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Specifically, the mission of DOES is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to address these challenges through training and by supporting participants in gaining skills that will prepare them for the workforce. The District of Columbia Infrastructure Academy (DCIA) will provide infrastructure industry-related skills, training, and programming for District residents in the infrastructure industry. DOES seeks to develop a list of training providers that can provide infrastructure industry-related training programs that result in industry-recognized credential, licensing, or certificate as defined through feedback gathered from employers within the District of Columbia.

C.2 SCOPE

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide work readiness training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

C.3 APPLICABLE DOCUMENTS

Table C.3.1: Applicable documents

Item No.	Document Type	Title	Date
0001	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended Contracts and Procurements https://www.dcregs.dc.gov	As amended to date
0002	DC Law	Procurement Practices Reform Act of 2010 http://www.dccouncil.washington.dc.us	April 8, 2011

C.4 DEFINITIONS AND ACRONYMS

C.4.1 **Definitions:** These terms when used in this HCA have the following meanings:

C.4.1.1 **Job skills training directly related to employment:** This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.4.1.2 **Related Expenses:** Expenses related to books, uniforms, mandatory equipment and tools, certification exam fees, or other required elements for a participant to apply for and complete an eligible occupational training course or certification.

C.4.1.2 **Workforce Readiness Training:** Training that includes soft-skills training, such as punctuality, attendance, problem solving, customer service, effective communication skills, teamwork, conflict resolution, interpersonal negotiation, etc. (see workforce readiness training areas in Appendix A. Each training should be focused on one skill and be no more than a day in length.

C.4.2 Acronyms

C.4.2.1 CA: Contract Administrator

C.4.2.2 CFO: Chief Financial Officer

C.4.2.3 CO: Contracting Officer

C.4.2.4 DOES: Department of Employment Services

C.4.2.5 DCIA: District of Columbia Infrastructure Training Agreement

C.4.2.6 HCA: Human Care Agreement

C.5 REQUIREMENTS

C.5.1 The Provider shall provide training services at the District of Columbia's Infrastructure Academy (DCIA), located at 2330 Pomeroy Rd S.E. Washington, D.C. 20020 to train participants to meet the current and future needs of infrastructure focused jobs. DOES shall not be responsible for payment of services in an unapproved space/facility.

C.5.2 The Provider shall provide work readiness trainings that will benefit adult jobseekers (ages 18+) in the District seeking employment in the infrastructure and/or information technology industry sectors.

C.5.3 The Provider shall draw on best practices from around the country, including the Center for Energy Workforce Development (CEWD). (Example CEWD curricula are accessible here: <http://www.cewd.org/curriculum/>).

- C.5.4** The Provider shall provide technical employability skills training required for entry into the world of work. This refers to at a minimum: career/job search techniques; values clarification and personal development; preparation of resumes and job applications, interview techniques, appropriate follow-up, and professional dress appropriate to various occupations.
- C.5.5** The Provider shall provide training to develop “non-technical” skills, abilities, and traits required to function in a specific employment environment, including, at minimum:
- Communication and conflict
 - Problem Solving
 - Creativity
 - Self-Direction
 - Ethics
 - Time management and punctuality
 - Workplace etiquette
- C.5.6** The Provider shall deliver work readiness programming not to exceed 6 weeks.
- C.5.6.1** The Provider shall designate time in the class schedule for DOES-selected employers to guest speak directly to participants about their occupations and work cultures.
- C.5.6.2** The Provider shall submit the class schedule and outline prior to programming being executed, and DOES will coordinate with the Provider with regards to who the employer guest speakers will be.
- C.5.7** The Provider shall highlight infrastructure and/or information technology work examples and case studies whenever possible.
- C.5.8** The Provider shall promptly verify the participant’s successful completion of the training course to DOES, by submitting a copy of the certificate that has been rendered to the participant. If an exam is to be completed post training, the Provider shall also provide DOES documentation stating when the participant passes or does not pass the exam. This information must be provided to DOES within fourteen (14) business days of the training completion date or exam completion date. If the participant has not completed the training because the participant decided to opt out of the program or was terminated from the program, the Provider must immediately inform the Provider’s point of contact at DOES.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

D.1.1 The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.

D.1.2 All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

D.2.1 All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

*****END OF SECTION E*****

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement as Attachment J.2.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by delivery order, purchase order, or task order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District's requirements and submit each deliverable to DOES in accordance with the following:

Table F.4.1: Deliverables

Section	Deliverable	Quantity	Format and Method of Delivery (e.g. Email, etc.)	Due Date
C.5.6.2	Final Course outline and schedule	1	Electronic copy	5 days after task order execution
C.5.8	Certificate of completion	Per participant	Electronic copy	14 days after training

*****END OF SECTION F*****

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION DATA

G.1 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

G.1.1 The Agency Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Tia.Mercer@dc.gov

G.2 CONTRACTING ADMINISTRATOR

G.2.1 The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 899-6052
adam.albanese@dc.gov

G.3 CONTACT PERSON

G.3.1 For procurement information regarding this Human Care Agreement contact:

LaVieta Shannon
Contract Specialist
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Lavieta.Shannon@dc.gov

G.4 ORDERING CLAUSE

G.4.1 The Provider shall not provide any services to an individual unless the individual has been referred to the Provider utilizing the DOES training authorization form.

G.4.1.1 The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a task order or purchase order for the period of the service that is signed by a Contracting Officer.

G.4.2 All purchase orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order and this Agreement, the Agreement shall prevail.

G.5 PAYMENT SCHEDULE

G.5.1 Payments shall be based on price schedule delineated in Section B.2.

G.5.2.1 Initial Payment: For programs that are two weeks or more in length 50% of payment is to be remitted upon students completing their first two weeks of the program. For programs that are less than two weeks in length the Provider must invoice all 100% at completion.

G.5.2.2 Completion Payment: For programs that are two weeks or more in length 50% of payment is to be remitted upon successfully completing the course.

G.6 INVOICE SUBMITTAL

G.6.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>.

G.6.2 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

G.6.3 The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2015-4281, Revision No. 11, dated 07/03/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
- H.4.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.4.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.4.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.4.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.4.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 THE LIVING WAGE ACT OF 2006

- H.7.1** Except as described in H.7.8 below, the Provider shall comply with 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.

- H.7.2** The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.
- H.7.4** DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.5** The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
 - (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;
 - (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 Contractor 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 mentally retarded persons 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); 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.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.8.1 Providing the Contractor training space within the DC Infrastructure Academy.

H.8.2 Determining customers' eligibility for training.

H.8.3 Assessing eligible customers' readiness to engage in training and their barriers.

H.8.4 Matching customers to the training based on the results of the customer's assessment and the Provider's service offering.

H.8.5 Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.

H.8.6 Monitoring and evaluating the Provider's performance.

H.8.7 Modifying this HCA to comply with the program requirements.

H.8.8 Visiting class related instruction to monitor training activities.

H.8.9 Interviewing participants to secure their feedback on their overall experience and the quality of services they are receiving.

H.8.10 Receiving and investigating unusual incidents and complaints related to the services provided by the Provider.

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement are fulfilled.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.9.3 The Provider shall determine if a referred participant should receive a distinct service that the Provider is not tasked to provide, the Provider shall immediately contact DOES for appropriate action.

*****END OF SECTION H*****

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied

therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so

subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subcontractors, and not the additional insured. The additional insured status under the Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subcontractors, or anyone for whom the Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
 4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
 7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. DURATION. The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER’S LIABILITY UNDER THIS HCA.**
- D. **PROVIDER’S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.8.1 CERTIFICATES OF INSURANCE

I.8.2 The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tia Mercer
 Contracting Officer
 Office of Contracting and Procurement (Servicing DOES)
 4058 Minnesota Ave N.E.
 Washington, DC 20019
 (202) 671-3100 (voice)
 Tia.Mercer@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

I.10.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the HCA in the following order precedence:

I.10.1.1 Sections A through I of this HCA.

I.10.1.2 Standard Contract Provisions

I.10.1.3 HCA attachments other than the Standard Contract Provisions

I.10.1.4 Statement of Qualifications

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;
- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;

- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and
- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (xi) Provide a description of the claim or dispute;
- (xii) Refer to the pertinent contract terms;
- (xiii) State the factual areas of agreement and disagreement;
- (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (xvi) Indicate that the written document is the CO's final decision; and

- (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;

- (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
- (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;
 - (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for

noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the HCA by reference.

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on click on Required Solicitation Documents under the heading “Opportunities and Support”
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 11, dated 07/03/2018
J.3	Equal Employment Opportunity Employer Information Report and Mayor’s Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on “Required Solicitation Documents”
J.8	DC Language Access Act of 2004
J.9	Vendor’s Proposal Package

*****END OF SECTION J*****



FY GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT			PAGE	OF	PAGES													
			1		28													
1 HUMAN CARE AGREEMENT NUMBER CW62045		2 REQUISITION/PURCHASE REQUEST NO		3 DATE OF AWARD Sec 13c														
4 ISSUED BY Office of Contracting and Procurement 441 4 th Street NW Washington D.C. 20001		5 ADMINISTERED BY (If other than Item No. 4). Department of Employment Services 4058 Minnesota Ave NE Washington D.C. 20019																
6 NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code) Opportunities Industrialization Centers of DC 3707 Martin Luther King Jr Ave, SE Washington, DC 20032 202-373-0050 Attn: Alexis Roberson																		
7 PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO. Department of Employment Services Accounts Payable 4058 Minnesota Ave NE Washington D.C. 20019			8 DISTRICT SHALL SEND ALL PAYMENTS TO Opportunities Industrialization Centers of DC 3707 Martin Luther King Jr Ave, SE Washington, DC 20032															
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST																		
ITEM LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT												
		See Section B	See Section B	See Section B	See Section B	See Section B												
Not-To-Exceed (NTE) Amount						\$ 100,000.00												
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION																		
IJRW	AGY	YEAR	INDEX	FCA	OBJ	AOBJ	GRANT PH	PRJ PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT				
A. SOAR SYSTEM OBLIGATION CODE: See Purchase Order													B. Name of Financial Officer (Typed): N/A Title:		C. Signature: N/A		D. Date: N/A	
11. PERIOD OF HUMAN CARE AGREEMENT																		
Starting Date: "See Box 13c"			Ending Date: One (1) Year Thereafter															
HUMAN CARE AGREEMENT SIGNATURES																		
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.																		
12. FOR THE PROVIDER/PROVIDER			13. FOR THE DISTRICT OF COLUMBIA															
A. Name and Title of Signer (Type or print) Name: Alexis Roberson Title: President			A. Name of Contracting Officer (Type or print) Name: Tia Mercer Title: Contract Officer															
B. Signature of PROVIDER/PROVIDER, or representative		C. Date:	B. Signature of CONTRACTING OFFICER.		C. Date:													
		7/5/18			7/12/18													

SECTION B: SERVICES

B.1 SERVICES

- B.1.1** The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings specified in Section C.2 to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.
- B.1.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs per participant for the line items listed in Section B.2.
- B.1.3** The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded a HCA will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.
- B.1.4** Delivery or performance shall be made only as authorized by task orders issued in accordance with the HCA.
- B.1.5** The task order pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C.
- B.1.6** Any task order issued during the effective period of this HCA must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.2 PRICE SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	CompTIA A+	Per Participant	\$6,145.00
0002	CompTIA Network+	Per Participant	\$4,679.00
0003	CompTIA Security+	Per Participant	\$6,113.00
0004	MOS/BOS Certification	Per Participant	\$6,113.00
0005	Telecom/Cabling Certification	Per Participant	\$5,016.00

B.2.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	CompTIA A+	Per Participant	\$6,145.00
1002	CompTIA Network+	Per Participant	\$4,679.00
1003	CompTIA Security+	Per Participant	\$6,113.00
1004	MOS/BOS Certification	Per Participant	\$6,113.00

1005	Telecom/Cabling Certification	Per Participant	\$5,016.00
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B.2.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	CompTIA A+	Per Participant	\$6,145.00
2002	CompTIA Network+	Per Participant	\$4,679.00
2003	CompTIA Security+	Per Participant	\$6,113.00
2004	MOS/BOS Certification	Per Participant	\$6,113.00
2005	Telecom/Cabling Certification	Per Participant	\$5,016.00

B.2.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	CompTIA A+	Per Participant	\$6,145.00
3002	CompTIA Network+	Per Participant	\$4,679.00
3003	CompTIA Security+	Per Participant	\$6,113.00
3004	MOS/BOS Certification	Per Participant	\$6,113.00
3005	Telecom/Cabling Certification	Per Participant	\$5,016.00

B.2.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	CompTIA A+	Per Participant	\$6,145.00
4002	CompTIA Network+	Per Participant	\$4,679.00
4003	CompTIA Security+	Per Participant	\$6,113.00
4004	MOS/BOS Certification	Per Participant	\$6,113.00
4005	Telecom/Cabling Certification	Per Participant	\$5,016.00

*****END OF SECTION B*****

SECTION C: BACKGROUND/SCOPE/SPECIFICATION/STATEMENT OF WORK

C.1 BACKGROUND

The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Specifically, the mission of DOES is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to address these challenges through training and by supporting participants in gaining skills that will prepare them for the workforce. The District of Columbia Infrastructure Academy (DCIA) will provide infrastructure industry-related skills, training, and programming for District residents in the infrastructure industry. DOES seeks to develop a list of training providers that can provide infrastructure industry-related training programs that result in industry-recognized credential, licensing, or certificate as defined through feedback gathered from employers within the District of Columbia.

C.2 SCOPE

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide infrastructure training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

C.3 APPLICABLE DOCUMENTS

Table C.3.1: Applicable documents

Item No.	Document Type	Title	Date
0001	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended Contracts and Procurements https://www.dcregs.dc.gov	As amended to date
0002	DC Law	Procurement Practices Reform Act of 2010 http://www.dccouncil.washington.dc.us	April 8, 2011

C.4 DEFINITIONS AND ACRONYMS

C.4.1 Definitions: These terms when used in this HCA have the following meanings:

C.4.1.1 Job skills training directly related to employment: This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.4.1.2 Related Expenses: Expenses related to books, uniforms, mandatory equipment and tools, certification exam fees, or other required elements for a participant to apply for and complete an eligible occupational training course or certification.

C.4.1.2 Workforce Readiness Training: Training that includes soft-skills training, such as punctuality, attendance, problem solving, customer service, effective communication skills, teamwork, conflict resolution, interpersonal negotiation, etc. (see workforce readiness training areas in Appendix A. Each training should be focused on one skill and be no more than a day in length.

C.4.2 Acronyms

C.4.2.1 CA: Contract Administrator

C.4.2.2 CFO: Chief Financial Officer

C.4.2.3 CO: Contracting Officer

C.4.2.4 DOES: Department of Employment Services

C.4.2.5 DCIA: District of Columbia Infrastructure Training Agreement

C.4.2.6 HCA: Human Care Agreement

C.5 REQUIREMENTS

C.5.1 The Provider shall provide training services at the District of Columbia's Infrastructure Academy (DCIA), located at 2330 Pomeroy Rd S.E. Washington, D.C. 20020 to train participants to meet the current and future needs of infrastructure focused jobs. DOES shall not be responsible for payment of services in an unapproved space/facility.

C.5.1.1 As appropriate, the Provider shall provide instruction at their own facility when it requires the use of a classroom and/or other equipment not yet available at the DCIA.

C.5.2 The Provider shall provide occupational skills training for Help Desk, Network, and other information technology (IT) related occupations, with those skills validated by the successful obtainment of industry-recognized credentials. Training will be provided for the following certifications/credentials, upon request:

C.5.2.1 CompTIA A+;

C.5.2.2 CompTIA Network+;

- C.5.2.3** CompTIA Security+;
- C.5.2.4** Business Office Support Specialist with MOS Certification; and
- C.5.2.5** Network Cabling & Telecommunication Certification.
- C.5.3** The Provider shall provide additional life skills and work readiness training required to succeed in the workplace generally and in the IT industry specifically.
- C.5.4** The Provider shall provide sector specific employment preparation assistance to participants by fusing such assistance into their training. This shall include information regarding the expectations in this industry and the types of soft skills that are valuable to succeed in the industry.
- C.5.5** The Provider shall submit monthly progress reports which track training data including attendance of participants and results for any testing during that month.
- C.5.6** The Provider shall promptly verify the participant's successful completion of the training course to DOES, by submitting a copy of the certificate that has been rendered to the participant. If an exam is to be completed post training, the Provider shall also provide DOES documentation stating when the participant passes or does not pass the exam. This information must be provided to DOES within thirty (30) business days of the training completion date or exam completion date. If the participant has not completed the training because the participant decided to opt out of the program or was terminated from the program, the Provider must immediately inform the Provider's point of contact at DOES.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1** The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- D.1.2** All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1** All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

*****END OF SECTION E*****

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment J.2.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by delivery order, purchase order, or task order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to DOES in accordance with the following:

Table F.4.1: Deliverables

Section	Deliverable	Format/method of delivery	Quantity	Due Date
C.5.2	Certificate of completion	Electronic copy of certificate	Per Participant Per Credential/Training	10 days after training completion
C.5.5	Monthly Progress Reports	Electronic copy	Per Month	Monthly
C.5.6	Exam Results (If Applicable)	Electronic copy	Per Participant Per Credential/Training	30 days after training completion

*****END OF SECTION F*****

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION DATA

G.1 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

G.1.1 The Agency Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Tia.Mercer@dc.gov

G.2 CONTRACTING ADMINISTRATOR

G.2.1 The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 899-6052
adam.albanese@dc.gov

G.3 CONTACT PERSON

G.3.1 For procurement information regarding this Human Care Agreement contact:

LaVietra Shannon
Contract Specialist
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Lavietra.Shannon@dc.gov

G.4 ORDERING CLAUSE

G.4.1 The Provider shall not provide any services to an individual unless the individual has been referred to the Provider utilizing the DOES training authorization form.

- G.4.1.1** The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a task order or purchase order for the period of the service that is signed by a Contracting Officer.
- G.4.2** All purchase orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order and this Agreement, the Agreement shall prevail.
- G.4.3** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.4.4** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
- G.4.5** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.
- G.5 PAYMENT SCHEDULE**
- G.5.1** Payments shall be based on price schedule delineated in Section B.2.
- G.5.1.1 Initial Payment:** For programs that are two weeks or more in length 50% of payment is to be remitted upon students completing their first two weeks of the program. For programs that are less than two weeks in length the Provider must invoice all 100% at completion.
- G.5.1.2 Completion Payment:** For programs that are two weeks or more in length 50% of payment is to be remitted upon successfully completing the course. For programs that are less than two weeks in length 100% of payment is to be remitted upon students successfully completing the course.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- H.4.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.4.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.4.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.4.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.4.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 THE LIVING WAGE ACT OF 2006

H.7.1 Except as described in H.7.8 below, the Provider shall comply with 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.

H.7.2 The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading "Opportunities and Support".

- H.7.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.
- H.7.4** DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.5** The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
 - (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;
 - (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 Contractor 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 mentally retarded persons 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); 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.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.8.1 Providing the Contractor training space within the DC Infrastructure Academy.

H.8.2 Determining customers' eligibility for training.

H.8.3 Assessing eligible customers' readiness to engage in training and their barriers.

H.8.4 Matching customers to the training based on the results of the customer's assessment and the Provider's service offering.

H.8.5 Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.

H.8.6 Monitoring and evaluating the Provider's performance.

H.8.7 Modifying this HCA to comply with the program requirements.

H.8.8 Visiting class related instruction to monitor training activities.

H.8.9 Interviewing participants to secure their feedback on their overall experience and the quality of services they are receiving.

H.8.10 Receiving and investigating unusual incidents and complaints related to the services provided by the Provider.

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement are fulfilled.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.9.3 The Provider shall determine if a referred participant should receive a distinct service that the Provider is not tasked to provide, the Provider shall immediately contact DOES for appropriate action.

*****END OF SECTION H*****

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied

therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will

have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subcontractors, and not the additional insured. The additional insured status under the Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subcontractors, or anyone for whom the Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
 4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
 7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. **DURATION.** The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.**

- D. **PROVIDER'S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.8.1 CERTIFICATES OF INSURANCE

- I.8.2** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, DC 20019
(202) 671-3100 (voice)
Tia.Mercer@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

- I.10.1** A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following

documents are incorporated into the contract by reference and made a part of the HCA in the following order precedence:

- I.10.1.1** Sections A through I of this HCA.
- I.10.1.2** Standard Contract Provisions
- I.10.1.3** HCA attachments other than the Standard Contract Provisions
- I.10.1.4** Statement of Qualifications

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;
- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;
- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and

- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (xi) Provide a description of the claim or dispute;
 - (xii) Refer to the pertinent contract terms;
 - (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision;
and
 - (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;

- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 of compensation; and
 - (e) selection for training and apprenticeship.

- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the HCA by reference.

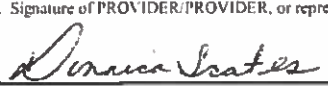

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on click on Required Solicitation Documents under the heading "Opportunities and Support"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	DC Language Access Act of 2004
J.9	Vendor's Proposal Package

*****END OF SECTION J*****



GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT							PAGE OF PAGES 1 28							
1. HUMAN CARE AGREEMENT NUMBER CW62049				2. REQUISITION/PURCHASE REQUISIT NO.			3. DATE OF AWARD See 13c							
4. ISSUED BY Office of Contracting and Procurement 441 4th Street NW Washington D.C. 20001				5. ADMINISTERED BY (If other than Item No. 4): Department of Employment Services 4058 Minnesota Ave NE Washington D.C. 20019										
6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code) Art and Soul Solutions, Inc. 4914 B Street, SE Washington, DC 20019 202-715-1655 Attn: Donnica Scates														
7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Department of Employment Services Accounts Payable 4058 Minnesota Ave NE Washington D.C. 20019				8. DISTRICT SHALL SEND ALL PAYMENTS TO: Art and Soul Solutions, Inc. 4914 B Street, SE Washington, DC 20019										
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST														
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE			QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT						
		See Section B			See Section B	See Section B	See Section B	See Section B						
Not-To-Exceed (NTE) Amount							\$ 100,000.00							
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINE#	AGY	YEAR	INDEX	PCA	OBJ	LOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
A. SOAR SYSTEM OBLIGATION CODE: See Purchase Order		B. Name of Financial Officer (Typed): N/A Title:				C. Signature: N/A				D. Date: N/A				
11. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date: "See Box 13c"				Ending Date: One (1) Year Thereafter										
HUMAN CARE AGREEMENT SIGNATURES														
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
12. FOR THE PROVIDER/PROVIDER				13. FOR THE DISTRICT OF COLUMBIA										
A. Name and Title of Signer (Type or print) Name: Donnica Scates Title: President				A. Name of Contracting Officer (Type or print) Name: Tia Mercer Title: Contract Officer										
B. Signature of PROVIDER/PROVIDER, or representative: 		C. Date: 07/03/2018		B. Signature of CONTRACTING OFFICER: 		C. Date: 7/3/18								

SECTION B: SERVICES

B.1 SERVICES

- B.1.1** The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings specified in Section C.2 to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.
- B.1.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs per participant for the line items listed in Section B.2.
- B.1.3** The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded a HCA will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.
- B.1.4** Delivery or performance shall be made only as authorized by task orders issued in accordance with the HCA.
- B.1.5** The task order pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C.
- B.1.6** Any task order issued during the effective period of this HCA must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.2 PRICE SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	CompTIA A+ I	Per Participant	\$2,950.00
0002	CompTIA A+ II	Per Participant	\$2,950.00
0003	CompTIA Network+	Per Participant	\$3,200.00
0004	Basic Computer Training	Per Participant	\$1,200.00
0005	Workforce Readiness Training	Per Participant	\$1,050.00

B.2.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	CompTIA A+ I	Per Participant	\$3,097.50
1002	CompTIA A+ II	Per Participant	\$3,097.50
1003	CompTIA Network+	Per Participant	\$3,360.00

1004	Basic Computer Training	Per Participant	\$1,260.00
1005	Workforce Readiness Training	Per Participant	\$1,102.50

B.2.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	CompTIA A+ I	Per Participant	\$3,252.38
2002	CompTIA A+ II	Per Participant	\$3,252.38
2003	CompTIA Network+	Per Participant	\$3,528.00
2004	Basic Computer Training	Per Participant	\$1,323.00
2005	Workforce Readiness Training	Per Participant	\$1,157.63

B.2.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	CompTIA A+ I	Per Participant	\$3,415.00
3002	CompTIA A+ II	Per Participant	\$3,415.00
3003	CompTIA Network+	Per Participant	\$3,704.40
3004	Basic Computer Training	Per Participant	\$1,389.15
3005	Workforce Readiness Training	Per Participant	\$1,215.51

B.2.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	CompTIA A+ I	Per Participant	\$3,585.75
4002	CompTIA A+ II	Per Participant	\$3,585.75
4003	CompTIA Network+	Per Participant	\$3,889.62
4004	Basic Computer Training	Per Participant	\$1,458.61
4005	Workforce Readiness Training	Per Participant	\$1,276.29

END OF SECTION B

SECTION C: BACKGROUND/SCOPE/SPECIFICATION/STATEMENT OF WORK

C.1 BACKGROUND

The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Specifically, the mission of DOES is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to address these challenges through training and by supporting participants in gaining skills that will prepare them for the workforce. The District of Columbia Infrastructure Academy (DCIA) will provide infrastructure industry-related skills, training, and programming for District residents in the infrastructure industry. DOES seeks to develop a list of training providers that can provide infrastructure industry-related training programs that result in industry-recognized credential, licensing, or certificate as defined through feedback gathered from employers within the District of Columbia.

C.2 SCOPE

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide infrastructure training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

C.3 APPLICABLE DOCUMENTS

Table C.3.1: Applicable documents

Item No.	Document Type	Title	Date
0001	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended Contracts and Procurements https://www.dcregs.dc.gov	As amended to date
0002	DC Law	Procurement Practices Reform Act of 2010 http://www.dccouncil.washington.dc.us	April 8, 2011

C.4 DEFINITIONS AND ACRONYMS

C.4.1 Definitions: These terms when used in this HCA have the following meanings:

C.4.1.1 Job skills training directly related to employment: This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.4.1.2 Related Expenses: Expenses related to books, uniforms, mandatory equipment and tools, certification exam fees, or other required elements for a participant to apply for and complete an eligible occupational training course or certification.

C.4.1.2 Workforce Readiness Training: Training that includes soft-skills training, such as punctuality, attendance, problem solving, customer service, effective communication skills, teamwork, conflict resolution, interpersonal negotiation, etc. (see workforce readiness training areas in Appendix A. Each training should be focused on one skill and be no more than a day in length.

C.4.2 Acronyms

C.4.2.1 CA: Contract Administrator

C.4.2.2 CFO: Chief Financial Officer

C.4.2.3 CO: Contracting Officer

C.4.2.4 DOES: Department of Employment Services

C.4.2.5 DCIA: District of Columbia Infrastructure Training Agreement

C.4.2.6 HCA: Human Care Agreement

C.5 REQUIREMENTS

C.5.1 The Provider shall provide training services at the District of Columbia's Infrastructure Academy (DCIA), located at 2330 Pomeroy Rd S.E. Washington, D.C. 20020 to train participants to meet the current and future needs of infrastructure focused jobs. DOES shall not be responsible for payment of services in an unapproved space/facility.

C.5.1.1 As appropriate, the Provider shall provide instruction at their own facility when it requires the use of a car lift and/or other equipment not yet available at the DCIA.

C.5.2 The Provider shall provide occupational skills training for Help Desk, Network, and other information technology (IT) related occupations, with those skills validated by the successful obtainment of industry-recognized credentials for a minimum of five (5) participants and a maximum of ten (10) participants. Training will be provided for the following certifications/credentials, upon request:

C.5.2.1 CompTIA A+; and

C.5.2.2 CompTIA Network+.

- C.5.3** The Provider shall provide additional life skills and work readiness training required to succeed in the workplace generally and in the IT industry specifically.
- C.5.4** The Provider shall provide sector specific employment preparation assistance to participants by fusing such assistance into their training. This shall include information regarding the expectations in this industry and the types of soft skills that are valuable to succeed in the industry.
- C.5.5** The Provider shall submit monthly progress reports which track training data including attendance of participants and results for any testing during that month.
- C.5.6** The Provider shall promptly verify the participant's successful completion of the training course to DOES, by submitting a copy of the certificate that has been rendered to the participant. If an exam is to be completed post training, the Provider shall also provide DOES documentation stating when the participant passes or does not pass the exam. This information must be provided to DOES within thirty (30) business days of the training completion date or exam completion date. If the participant has not completed the training because the participant decided to opt out of the program or was terminated from the program, the Provider must immediately inform the Provider's point of contact at DOES.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1** The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- D.1.2** All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1** All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

*****END OF SECTION E*****

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment J.2.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by delivery order, purchase order, or task order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to DOES in accordance with the following:

Table F.4.1: Deliverables

Section	Deliverable	Format/method of delivery	Quantity	Due Date
C.5.2	Certificate of completion	Electronic copy of certificate	Per Participant Per Credential/Training	10 days after training completion
C.5.5	Monthly Progress Reports	Electronic copy	Per Month	Monthly
C.5.6	Exam Results (If Applicable)	Electronic copy	Per Participant Per Credential/Training	30 days after training completion

*****END OF SECTION F*****

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION DATA

G.1 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

- G.1.1** The Agency Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Tia.Mercer@dc.gov

G.2 CONTRACTING ADMINISTRATOR

- G.2.1** The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 899-6052
adam.albanese@dc.gov

G.3 CONTACT PERSON

- G.3.1** For procurement information regarding this Human Care Agreement contact:

LaVietra Shannon
Contract Specialist
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Lavietra.Shannon@dc.gov

G.4 ORDERING CLAUSE

- G.4.1** The Provider shall not provide any services to an individual unless the individual has been referred to the Provider utilizing the DOES training authorization form.

- G.4.1.1** The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a task order or purchase order for the period of the service that is signed by a Contracting Officer.
- G.4.2** All purchase orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order and this Agreement, the Agreement shall prevail.
- G.4.3** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.4.4** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
- G.4.5** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.
- G.5 PAYMENT SCHEDULE**
- G.5.1** Payments shall be based on price schedule delineated in Section B.2.
- G.5.1.1 Initial Payment:** For programs that are two weeks or more in length 50% of payment is to be remitted upon students completing their first two weeks of the program. For programs that are less than two weeks in length the Provider must invoice all 100% at completion.
- G.5.1.2 Completion Payment:** For programs that are two weeks or more in length 50% of payment is to be remitted upon successfully completing the course. For programs that are less than two weeks in length 100% of payment is to be remitted upon students successfully completing the course.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- H.4.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.4.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.4.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.4.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.4.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 THE LIVING WAGE ACT OF 2006

H.7.1 Except as described in H.7.8 below, the Provider shall comply with 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.

H.7.2 The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading "Opportunities and Support".

- H.7.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.
- H.7.4** DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.5** The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
 - (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;
 - (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 Contractor 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 mentally retarded persons 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); 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.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.8.1 Providing the Contractor training space within the DC Infrastructure Academy.

H.8.2 Determining customers' eligibility for training.

H.8.3 Assessing eligible customers' readiness to engage in training and their barriers.

H.8.4 Matching customers to the training based on the results of the customer's assessment and the Provider's service offering.

H.8.5 Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.

H.8.6 Monitoring and evaluating the Provider's performance.

H.8.7 Modifying this HCA to comply with the program requirements.

H.8.8 Visiting class related instruction to monitor training activities.

H.8.9 Interviewing participants to secure their feedback on their overall experience and the quality of services they are receiving.

H.8.10 Receiving and investigating unusual incidents and complaints related to the services provided by the Provider.

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement are fulfilled.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.9.3 The Provider shall determine if a referred participant should receive a distinct service that the Provider is not tasked to provide, the Provider shall immediately contact DOES for appropriate action.

*****END OF SECTION H*****

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied

therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will

have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subcontractors, and not the additional insured. The additional insured status under the Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subcontractors, or anyone for whom the Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
 4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
 7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. **DURATION.** The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.**

- D. **PROVIDER'S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.8.1 CERTIFICATES OF INSURANCE

- I.8.2** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, DC 20019
(202) 671-3100 (voice)
Tia.Mercer@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

- I.10.1** A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following

documents are incorporated into the contract by reference and made a part of the HCA in the following order precedence:

- I.10.1.1 Sections A through I of this HCA.
- I.10.1.2 Standard Contract Provisions
- I.10.1.3 HCA attachments other than the Standard Contract Provisions
- I.10.1.4 Statement of Qualifications

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;
- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;
- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and

- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (xi) Provide a description of the claim or dispute;
 - (xii) Refer to the pertinent contract terms;
 - (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision;
and
 - (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;

- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) ("Act", as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor's Order 85-85, (6/10/85), Mayor's Order 2002-175 (10/23/02), Mayor's Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 of compensation; and
 - (e) selection for training and apprenticeship.

- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the HCA by reference.

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on click on Required Solicitation Documents under the heading "Opportunities and Support"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	DC Language Access Act of 2004
J.9	Vendor's Proposal Package

*****END OF SECTION J*****

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
TASK ORDER/DELIVERY ORDER FOR SERVICES
OFFEROR TO COMPLETE BLOCKS 18A & 29**

I. REQUISITION NUMBER

PAGE

1 of 3

2. TASK ORDER AGREEMENT NO. CW62054 - 0002	3. AWARD EFFECTIVE DATE See 30C	4. CONTRACTOR'S CONTRACT NUMBER CW62054	5. SOLICITATION NUMBER Doc358770	6. CAPTION DCIA Training – Opportunities 1000
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7. PROGRAM OFFICE CONTACT (CA): Department of Employment Services	A. NAME Adam Albanese	B. TELEPHONE (No Cellat Calls) 202-899-6052	8. EMAIL: adam.albanese@dc.gov
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9. ISSUED BY District of Columbia Office of Contracting and Procurement 441 4th Street, N.W. Washington, D.C. 20001	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS <input type="checkbox"/> GSA	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13. RESERVED	12. PAYMENT DISCOUNT TERMS <input checked="" type="checkbox"/> SEE SCHEDULE
	SIC: SIZE STANDARD:	14. METHOD OF SOLICITATION <input type="checkbox"/> RFOTQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input checked="" type="checkbox"/> 2-STEP	

15. CONTRACTOR / OFFEROR Community College Preparatory Academy 2405 Martin Luther King Jr. Ave, SE Washington, DC 20020 202-610-5780 Attn: Connie Spinner	16. PAYMENT WILL BE MADE BY Department of Employment Services ATTN: Accounting or OCFO 4058 Minnesota Ave., NE Washington, DC 20019 Phone: 202-654-6108	CODE
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15A. DUNS CODE :	15B. TAX ID NO:	
17. DELIVER TO Department of Employment Services 4058 Minnesota Ave., NE, Washington, DC 20019		18. ADMINISTERED BY Department of Employment Services 4058 Minnesota Ave., NE, Washington, DC 20019

18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCII ADDRESS IN OFFER <input type="checkbox"/>	18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE EXHIBIT D OF TASK ORDER
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19 ITEM NO.	20 SCHEDULE OF SUPPLIES SERVICES	21 ESTIMATED QUANTITY	22 UNIT	23 UNIT PRICE
0003	CompTIA A+ Help Desk	40	Each	\$5,000.00

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD (FOR GOVT. USE ONLY) \$200,000.00
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27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE (1) COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.

28. AWARD OF CONTRACT: CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: See Schedule B. THIS ORDER IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.

29A. SIGNATURE OF OFFEROR CONTRACTOR	30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 
--------------------------------------	--

29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Connie Spinner, Director	29C. DATE SIGNED	30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Tia Mercer	30C. DATE SIGNED 7/13/18
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1. SERVICES REQUIRED

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide infrastructure training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

2. PRICE SCHEDULE

Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	A+ Helpdesk Apprenticeship Preparation	Per Participant	\$3,500.00
0002	Apprenticeship Pipeline*	Per Participant	\$5,000.00
0003	CompTIA A+ Help Desk	Per Participant	\$5,000.00

Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	A+ Helpdesk Apprenticeship Preparation	Per Participant	\$3,500.00
1002	Apprenticeship Pipeline*	Per Participant	\$5,000.00
1003	CompTIA A+ Help Desk	Per Participant	\$5,000.00

Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	A+ Helpdesk Apprenticeship Preparation	Per Participant	\$3,500.00
2002	Apprenticeship Pipeline*	Per Participant	\$5,000.00
2003	CompTIA A+ Help Desk	Per Participant	\$5,000.00

Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	A+ Helpdesk Apprenticeship Preparation	Per Participant	\$3,500.00
3002	Apprenticeship Pipeline*	Per Participant	\$5,000.00
3003	CompTIA A+ Help Desk	Per Participant	\$5,000.00

Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	A+ Helpdesk Apprenticeship Preparation	Per Participant	\$3,500.00
4002	Apprenticeship Pipeline*	Per Participant	\$5,000.00
4003	CompTIA A+ Help Desk	Per Participant	\$5,000.00

* A+ Helpdesk Apprenticeship Preparation is a prerequisite for the Apprenticeship Pipeline.

3. TERM OF CONTRACT

The Period of Performance shall be from the date of award through September 30, 2018.

4. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Avenue
Washington, DC 20019
(202) 671-3100 (voice)
Tia.Mercer@dc.gov

5. CONTRACT ADMINISTRATOR (CA)

The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract as well as ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
(202) 899-6052
adam.albanese@dc.gov

It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

6. ORDERING

Services to be furnished under this contract will be ordered by the Contract Administrator specified in Section 5 above according to the prices set forth in the price schedule. Orders may be issued by electronic methods.

7. COMPENSATION AND PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for goods and services delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

8. DELIVERABLE DATE

The Contractor shall deliver all items in accordance with Section F.4 of the Human Care Agreement.

9. INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract.

- The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.5 of the executed Human Care Agreement.
- To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.

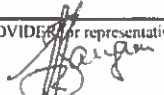

10. INCORPORATED DOCUMENTS

Contractor shall perform under this task order pursuant to the terms of the following documents that are hereby incorporated by reference and made a part of this contract, which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- (1) This Delivery Order (cover sheet and sections 1 thru 10);
- (2) Standard Contract Provisions (July 2010) {Solely Incorporated by Reference}; and
- (3) Executed Human Care Agreement CW62054 {Solely Incorporated by Reference}.



GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT							PAGE	OF	PAGES					
							1		30					
1. HUMAN CARE AGREEMENT NUMBER CW62047				2. REQUISITION/PURCHASE REQUEST NO.			3. DATE OF AWARD See 13c							
4. ISSUED BY Office of Contracting and Procurement 441 4 th Street NW Washington D.C. 20001				5. ADMINISTERED BY (If other than Item No. 4): Department of Employment Services 4058 Minnesota Ave NE Washington D.C. 20019										
6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code) ITC Technologies LLC 4920 Niagara Road, Suite 406 College Park, MD 20740 240-801-5001 Ext. 101 Attn: Alic Bangura														
7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Department of Employment Services Accounts Payable 4058 Minnesota Ave NE Washington D.C. 20019					8. DISTRICT SHALL SEND ALL PAYMENTS TO: ITC Technologies LLC 4920 Niagara Road, Suite 406 College Park, MD 20740									
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST														
ITEM LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE			QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT						
		See Section B			See Section B	See Section B	See Section B	See Section B						
							Not-To-Exceed (NTE) Amount	\$ 100,000.00						
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINE#	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GR.INT.FH	PROJ.FH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
A. SOAR SYSTEM OBLIGATION CODE: See Purchase Order														
B. Name of Financial Officer (Typed): N/A Title:					C. Signature: N/A					D. Date: N/A				
11. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date: <u>"See Box 13c"</u>					Ending Date: <u>One (1) Year Thereafter</u>									
HUMAN CARE AGREEMENT SIGNATURES														
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
12. FOR THE PROVIDER/PROVIDER					13. FOR THE DISTRICT OF COLUMBIA									
A. Name and Title of Signer (Type or print): Name: Alic Bangura Title: CEO					A. Name of Contracting Officer (Type or print) Name: Tina Mercer Title: Contract Officer									
B. Signature of PROVIDER/PROVIDER or representative: 			C. Date: 07/18/2018		B. Signature of CONTRACTING OFFICER: 			C. Date: 7/30/18						

SECTION B: SERVICES

B.1 SERVICES

- B.1.1** The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings specified in Section C.2 to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.
- B.1.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs per participant for the line items listed in Section B.2.
- B.1.3** The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded a HCA will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.
- B.1.4** Delivery or performance shall be made only as authorized by task orders issued in accordance with the HCA.
- B.1.5** The task order pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C.
- B.1.6** Any task order issued during the effective period of this HCA must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.2 PRICE SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	CompTIA A+	Per Participant	\$1,400.00
0002	CompTIA Network+	Per Participant	\$1,400.00
0003	CompTIA Security+	Per Participant	\$1,900.00
0004	Information Security Analysts (ISC2)	Per Participant	\$2,500.00
0005	Certified Ethical Hacker (CEH)	Per Participant	\$3,300.00
0006	Cisco CCNA	Per Participant	\$2,500.00
0007	Amazon AWS Cloud Architect	Per Participant	\$2,400.00
0008	Oracle Database Associate	Per Participant	\$2,400.00
0009	JAVA Programming Associate	Per Participant	\$2,400.00
0010	Microsoft Certified Solutions Associate – Cloud Platform	Per Participant	\$3,700.00
0011	Microsoft Certified Solutions Associate – Cloud Server	Per Participant	\$3,700.00

	Platform		
0012	ISC CISSP	Per Participant	\$3,000.00
0013	Cisco CCNP	Per Participant	\$5,600.00
0014	Project Management Professional	Per Participant	\$3,600.00
0015	Basic Computer Skills Training	Per Participant	\$1,200.00

B.2.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	CompTIA A+	Per Participant	\$1,400.00
1002	CompTIA Network+	Per Participant	\$1,400.00
1003	CompTIA Security+	Per Participant	\$1,900.00
1004	Information Security Analysts (ISC2)	Per Participant	\$2,500.00
1005	Certified Ethical Hacker (CEH)	Per Participant	\$3,300.00
1006	Cisco CCNA	Per Participant	\$2,500.00
1007	Amazon AWS Cloud Architect	Per Participant	\$2,400.00
1008	Oracle Database Associate	Per Participant	\$2,400.00
1009	JAVA Programming Associate	Per Participant	\$2,400.00
1010	Microsoft Certified Solutions Associate – Cloud Platform	Per Participant	\$3,700.00
1011	Microsoft Certified Solutions Associate – Cloud Server Platform	Per Participant	\$3,700.00
1012	ISC CISSP	Per Participant	\$3,000.00
1013	Cisco CCNP	Per Participant	\$5,600.00
1014	Project Management Professional	Per Participant	\$3,600.00
1015	Basic Computer Skills Training	Per Participant	\$1,200.00

B.2.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	CompTIA A+	Per Participant	\$1,400.00
2002	CompTIA Network+	Per Participant	\$1,400.00
2003	CompTIA Security+	Per Participant	\$1,900.00
2004	Information Security Analysts (ISC2)	Per Participant	\$2,500.00
2005	Certified Ethical Hacker (CEH)	Per Participant	\$3,300.00
2006	Cisco CCNA	Per Participant	\$2,500.00
2007	Amazon AWS Cloud Architect	Per Participant	\$2,400.00
2008	Oracle Database Associate	Per Participant	\$2,400.00
2009	JAVA Programming Associate	Per Participant	\$2,400.00
2010	Microsoft Certified Solutions Associate – Cloud Platform	Per Participant	\$3,700.00
	Microsoft Certified Solutions		

2011	Associate – Cloud Server Platform	Per Participant	\$3,700.00
2012	ISC CISSP	Per Participant	\$3,000.00
2013	Cisco CCNP	Per Participant	\$5,600.00
2014	Project Management Professional	Per Participant	\$3,600.00
2015	Basic Computer Skills Training	Per Participant	\$1,200.00

B.2.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	CompTIA A+	Per Participant	\$1,400.00
3002	CompTIA Network+	Per Participant	\$1,400.00
3003	CompTIA Security+	Per Participant	\$1,900.00
3004	Information Security Analysts (ISC2)	Per Participant	\$2,500.00
3005	Certified Ethical Hacker (CEH)	Per Participant	\$3,300.00
3006	Cisco CCNA	Per Participant	\$2,500.00
3007	Amazon AWS Cloud Architect	Per Participant	\$2,400.00
3008	Oracle Database Associate	Per Participant	\$2,400.00
3009	JAVA Programming Associate	Per Participant	\$2,400.00
3010	Microsoft Certified Solutions Associate – Cloud Platform	Per Participant	\$3,700.00
3011	Microsoft Certified Solutions Associate – Cloud Server Platform	Per Participant	\$3,700.00
3012	ISC CISSP	Per Participant	\$3,000.00
3013	Cisco CCNP	Per Participant	\$5,600.00
3014	Project Management Professional	Per Participant	\$3,600.00
3015	Basic Computer Skills Training	Per Participant	\$1,200.00

B.2.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	CompTIA A+	Per Participant	\$1,400.00
4002	CompTIA Network+	Per Participant	\$1,400.00
4003	CompTIA Security+	Per Participant	\$1,900.00
4004	Information Security Analysts (ISC2)	Per Participant	\$2,500.00
4005	Certified Ethical Hacker (CEH)	Per Participant	\$3,300.00
4006	Cisco CCNA	Per Participant	\$2,500.00
4007	Amazon AWS Cloud Architect	Per Participant	\$2,400.00
4008	Oracle Database Associate	Per Participant	\$2,400.00
4009	JAVA Programming Associate	Per Participant	\$2,400.00
4010	Microsoft Certified Solutions Associate – Cloud Platform	Per Participant	\$3,700.00
4011	Microsoft Certified Solutions Associate – Cloud Server	Per Participant	\$3,700.00

Human Care Agreement
DCIA Training

	Platform		
4012	ISC CISSP	Per Participant	\$3,000.00
4013	Cisco CCNP	Per Participant	\$5,600.00
4014	Project Management Professional	Per Participant	\$3,600.00
4015	Basic Computer Skills Training	Per Participant	\$1,200.00

*****END OF SECTION B*****

SECTION C: BACKGROUND/SCOPE/SPECIFICATION/STATEMENT OF WORK

C.1 BACKGROUND

The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Specifically, the mission of DOES is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to address these challenges through training and by supporting participants in gaining skills that will prepare them for the workforce. The District of Columbia Infrastructure Academy (DCIA) will provide infrastructure industry-related skills, training, and programming for District residents in the infrastructure industry. DOES seeks to develop a list of training providers that can provide infrastructure industry-related training programs that result in industry-recognized credential, licensing, or certificate as defined through feedback gathered from employers within the District of Columbia.

C.2 SCOPE

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide infrastructure training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

C.3 APPLICABLE DOCUMENTS

Table C.3.1: Applicable documents

Item No.	Document Type	Title	Date
0001	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended Contracts and Procurements https://www.dcregs.dc.gov	As amended to date
0002	DC Law	Procurement Practices Reform Act of 2010 http://www.dccouncil.washington.dc.us	April 8, 2011

C.4 DEFINITIONS AND ACRONYMS

C.4.1 Definitions: These terms when used in this HCA have the following meanings:

C.4.1.1 Job skills training directly related to employment: This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.4.1.2 Related Expenses: Expenses related to books, uniforms, mandatory equipment and tools, certification exam fees, or other required elements for a participant to apply for and complete an eligible occupational training course or certification.

C.4.1.2 Workforce Readiness Training: Training that includes soft-skills training, such as punctuality, attendance, problem solving, customer service, effective communication skills, teamwork, conflict resolution, interpersonal negotiation, etc. (see workforce readiness training areas in Appendix A. Each training should be focused on one skill and be no more than a day in length.

C.4.2 Acronyms

C.4.2.1 CA: Contract Administrator

C.4.2.2 CFO: Chief Financial Officer

C.4.2.3 CO: Contracting Officer

C.4.2.4 DOES: Department of Employment Services

C.4.2.5 DCIA: District of Columbia Infrastructure Training Agreement

C.4.2.6 HCA: Human Care Agreement

C.5 REQUIREMENTS

C.5.1 The Provider shall provide training services at the District of Columbia's Infrastructure Academy (DCIA), located at 2330 Pomeroy Rd S.E. Washington, D.C. 20020 to train participants to meet the current and future needs of infrastructure focused jobs. DOES shall not be responsible for payment of services in an unapproved space/facility.

C.5.1.1 As appropriate, the Provider shall provide instruction at their own facility when it requires the use of a car lift and/or other equipment not yet available at the DCIA.

C.5.2 The Provider shall provide occupational skills training for Help Desk, Network, and other information technology (IT) related occupations, with those skills validated by the successful obtainment of industry-recognized credentials. Training will be provided for the following certifications/credentials, upon request:

C.5.2.1 CompTIA A+;

C.5.2.2 CompTIA Network+;

- C.5.2.3** CompTIA Security+;
 - C.5.2.4** Information Security Analysts (ISC2);
 - C.5.2.5** Certified Ethical Hacker;
 - C.5.2.6** Cisco CCNA;
 - C.5.2.7** Amazon AWS Cloud Architect;
 - C.5.2.8** Oracle Database Associate;
 - C.5.2.9** JAVA Programming Associate;
 - C.5.2.10** Microsoft Certified Solutions Associate – Cloud Platform;
 - C.5.2.11** Microsoft Certified Solutions Associate – Cloud Server Platform;
 - C.5.2.12** ISC CISSP;
 - C.5.2.13** Cisco CCNP;
 - C.5.2.14** Project Management Professional; and
 - C.5.2.15** Basic Computer Skills Training.
- C.5.3** The Provider shall provide additional life skills and work readiness training required to succeed in the workplace generally and in the IT industry specifically.
- C.5.6** The Provider shall provide sector specific employment preparation assistance to participants by fusing such assistance into their training. This shall include information regarding the expectations in this industry and the types of soft skills that are valuable to succeed in the industry.
- C.5.7** The Provider shall submit monthly progress reports which track training data including attendance of participants and results for any testing during that month.
- C.5.8** The Provider shall promptly verify the participant’s successful completion of the training course to DOES, by submitting a copy of the certificate that has been rendered to the participant. If an exam is to be completed post training, the Provider shall also provide DOES documentation stating when the participant passes or does not pass the exam. This information must be provided to DOES within ten (10) business days of the training completion date or exam completion date. If the participant has not completed the training because the participant decided to opt out of the program or was terminated from the program, the Provider must immediately inform the Provider’s point of contact at DOES.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1** The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- D.1.2** All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1** All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

*****END OF SECTION E*****

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment J.2.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by delivery order, purchase order, or task order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to DOES in accordance with the following:

Table F.4.1: Deliverables

Section	Deliverable	Format/method of delivery	Quantity	Due Date
C.5.2	Certificate of completion	Electronic copy of certificate	Per Participant Per Credential/Training	10 days after training completion
C.5.5	Monthly Progress Reports	Electronic copy	Per Month	Monthly
C.5.6	Exam Results (If Applicable)	Electronic copy	Per Participant Per Credential/Training	30 days after training completion

*****END OF SECTION F*****

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION DATA

G.1 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

G.1.1 The Agency Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Tia.Mercer@dc.gov

G.2 CONTRACTING ADMINISTRATOR

G.2.1 The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 899-6052
adam.albanese@dc.gov

G.3 CONTACT PERSON

G.3.1 For procurement information regarding this Human Care Agreement contact:

LaVietra Shannon
Contract Specialist
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Lavietra.Shannon@dc.gov

G.4 ORDERING CLAUSE

G.4.1 The Provider shall not provide any services to an individual unless the individual has been referred to the Provider utilizing the DOES training authorization form.

- G.4.1.1** The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a task order or purchase order for the period of the service that is signed by a Contracting Officer.
- G.4.2** All purchase orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order and this Agreement, the Agreement shall prevail.
- G.4.3** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.4.4** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
- G.4.5** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.
- G.5 PAYMENT SCHEDULE**
- G.5.1** Payments shall be based on price schedule delineated in Section B.2.
- G.5.1.1 Initial Payment:** For programs that are two weeks or more in length 50% of payment is to be remitted upon students completing their first two weeks of the program. For programs that are less than two weeks in length the Provider must invoice all 100% at completion.
- G.5.1.2 Completion Payment:** For programs that are two weeks or more in length 50% of payment is to be remitted upon successfully completing the course. For programs that are less than two weeks in length 100% of payment is to be remitted upon students successfully completing the course.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- H.4.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.4.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.4.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.4.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.4.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 THE LIVING WAGE ACT OF 2006

H.7.1 Except as described in H.7.8 below, the Provider shall comply with 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.

H.7.2 The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading "Opportunities and Support".

- H.7.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.
- H.7.4** DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.5** The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
 - (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;
 - (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 Contractor 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 mentally retarded persons 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); 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.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.8.1 Providing the Contractor training space within the DC Infrastructure Academy.

H.8.2 Determining customers' eligibility for training.

H.8.3 Assessing eligible customers' readiness to engage in training and their barriers.

H.8.4 Matching customers to the training based on the results of the customer's assessment and the Provider's service offering.

H.8.5 Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.

H.8.6 Monitoring and evaluating the Provider's performance.

H.8.7 Modifying this HCA to comply with the program requirements.

H.8.8 Visiting class related instruction to monitor training activities.

H.8.9 Interviewing participants to secure their feedback on their overall experience and the quality of services they are receiving.

H.8.10 Receiving and investigating unusual incidents and complaints related to the services provided by the Provider.

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement are fulfilled.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.9.3 The Provider shall determine if a referred participant should receive a distinct service that the Provider is not tasked to provide, the Provider shall immediately contact DOES for appropriate action.

*****END OF SECTION H*****

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied

therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will

have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subcontractors, and not the additional insured. The additional insured status under the Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subcontractors, or anyone for whom the Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
 4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
 7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. **DURATION.** The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.**

- D. **PROVIDER'S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.8.1 CERTIFICATES OF INSURANCE

- I.8.2** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, DC 20019
(202) 671-3100 (voice)
Tia.Mercer@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

- I.10.1** A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following

documents are incorporated into the contract by reference and made a part of the HCA in the following order precedence:

I.10.1.1 Sections A through I of this HCA.

I.10.1.2 Standard Contract Provisions

I.10.1.3 HCA attachments other than the Standard Contract Provisions

I.10.1.4 Statement of Qualifications

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;
- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;
- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and

- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
 - (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (xi) Provide a description of the claim or dispute;
 - (xii) Refer to the pertinent contract terms;
 - (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision;
and
 - (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;

- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 of compensation; and
 - (e) selection for training and apprenticeship.

- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

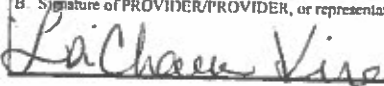

The following list of attachments is incorporated into the HCA by reference.

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on click on Required Solicitation Documents under the heading "Opportunities and Support"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	DC Language Access Act of 2004
J.9	Vendor's Proposal Package

*****END OF SECTION J*****

GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT												PAGE	OF	PAGES	
1. HUMAN CARE AGREEMENT NUMBER CW61756						2. REQUISITION/PURCHASE REQUEST NO.						3. DATE OF AWARD Sec 13c		1	28
4. ISSUED BY Office of Contracting and Procurement 441 4 th Street NW Washington D.C. 20001						5. ADMINISTERED BY (If other than Item No. 4): Department of Employment Services 4058 Minnesota Ave NE Washington D.C. 20019									
6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code) Excel Automotive Institute 1235 Kenilworth Avenue NE, Unit 1 Washington, DC 20019 202-269-0384 Attn: La'Chaun Vire															
7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Department of Employment Services Accounts Payable 4058 Minnesota Ave NE Washington D.C. 20019						8. DISTRICT SHALL SEND ALL PAYMENTS TO: Excel Automotive Institute 1235 Kenilworth Avenue NE, Unit 1 Washington, DC 20019									
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST															
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE						QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT				
		See Section B						See Section B	See Section B	See Section B	See Section B				
											Not-To-Exceed (NTE) Amount		\$ 100,000.00		
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION															
LINE#	AG1	YEAR	INDEX	PCA	OBJ	AORJ	GRANT/TH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT	
A. SOAR SYSTEM OBLIGATION CODE: See Purchase Order															
B. Name of Financial Officer (Typed): N/A Title:						C. Signature: N/A				D. Date: N/A					
11. PERIOD OF HUMAN CARE AGREEMENT															
Starting Date: "See Box 13c"						Ending Date: One (1) Year Thereafter									
HUMAN CARE AGREEMENT SIGNATURES															
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.															
12. FOR THE PROVIDER/PROVIDER							13. FOR THE DISTRICT OF COLUMBIA								
A. Name and Title of Signer (Type or print) Name: La'Chaun Vire Title: Executive Director							A. Name of Contracting Officer (Type or print) Name: Tia Mercer Title: Contract Officer								
B. Signature of PROVIDER/PROVIDER, or representative:				C. Date:			B. Signature of CONTRACTING OFFICER:				C. Date:				
				7/6/2018							7/12/18				

SECTION B: SERVICES

B.1 SERVICES

- B.1.1** The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings specified in Section C.2 to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.
- B.1.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs per participant for the line items listed in Section B.2.
- B.1.3** The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded a HCA will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.
- B.1.4** Delivery or performance shall be made only as authorized by task orders issued in accordance with the HCA.
- B.1.5** The task order pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C.
- B.1.6** Any task order issued during the effective period of this HCA must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.2 PRICE SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	Automotive Foundations	Per Participant	\$5,120.00
0002	Automotive Brake Systems*	Per Participant	\$1,245.00
0003	Automotive Steering and Suspension Systems*	Per Participant	\$1,145.00

B.2.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	Automotive Foundations	Per Participant	\$5,120.00
1002	Automotive Brake Systems*	Per Participant	\$1,245.00
1003	Automotive Steering and Suspension Systems*	Per Participant	\$1,145.00

B.2.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	Automotive Foundations	Per Participant	\$5,120.00
2002	Automotive Brake Systems*	Per Participant	\$1,245.00
2003	Automotive Steering and Suspension Systems*	Per Participant	\$1,145.00

B.2.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	Automotive Foundations	Per Participant	\$5,120.00
3002	Automotive Brake Systems*	Per Participant	\$1,245.00
3003	Automotive Steering and Suspension Systems*	Per Participant	\$1,145.00

B.2.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	Automotive Foundations	Per Participant	\$5,120.00
4002	Automotive Brake Systems*	Per Participant	\$1,245.00
4003	Automotive Steering and Suspension Systems*	Per Participant	\$1,145.00

*Automotive Foundations is a prerequisite for Automotive Brake Systems and Automotive Steering and Suspension Systems or the participant must have an ASE Certification to confirm foundational knowledge.

*****END OF SECTION B*****

SECTION C: BACKGROUND/SCOPE/SPECIFICATION/STATEMENT OF WORK

C.1 BACKGROUND

The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Specifically, the mission of DOES is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to address these challenges through training and by supporting participants in gaining skills that will prepare them for the workforce. The District of Columbia Infrastructure Academy (DCIA) will provide infrastructure industry-related skills, training, and programming for District residents in the infrastructure industry. DOES seeks to develop a list of training providers that can provide infrastructure industry-related training programs that result in industry-recognized credential, licensing, or certificate as defined through feedback gathered from employers within the District of Columbia.

C.2 SCOPE

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide infrastructure training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

C.3 APPLICABLE DOCUMENTS

Table C.3.1: Applicable documents

Item No.	Document Type	Title	Date
0001	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended Contracts and Procurements https://www.dcregs.dc.gov	As amended to date
0002	DC Law	Procurement Practices Reform Act of 2010 http://www.dccouncil.washington.dc.us	April 8, 2011

C.4 DEFINITIONS AND ACRONYMS

C.4.1 Definitions: These terms when used in this HCA have the following meanings:

C.4.1.1 Job skills training directly related to employment: This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.4.1.2 Related Expenses: Expenses related to books, uniforms, mandatory equipment and tools, certification exam fees, or other required elements for a participant to apply for and complete an eligible occupational training course or certification.

C.4.1.2 Workforce Readiness Training: Training that includes soft-skills training, such as punctuality, attendance, problem solving, customer service, effective communication skills, teamwork, conflict resolution, interpersonal negotiation, etc. (see workforce readiness training areas in Appendix A. Each training should be focused on one skill and be no more than a day in length.

C.4.2 Acronyms

C.4.2.1 CA: Contract Administrator

C.4.2.2 CFO: Chief Financial Officer

C.4.2.3 CO: Contracting Officer

C.4.2.4 DOES: Department of Employment Services

C.4.2.5 DCIA: District of Columbia Infrastructure Training Agreement

C.4.2.6 HCA: Human Care Agreement

C.5 REQUIREMENTS

C.5.1 The Provider shall provide training services at the District of Columbia's Infrastructure Academy (DCIA), located at 2330 Pomeroy Rd S.E. Washington, D.C. 20020 to train participants to meet the current and future needs of infrastructure focused jobs. DOES shall not be responsible for payment of services in an unapproved space/facility.

C.5.1.1 As appropriate, the Provider shall provide instruction at their own facility when it requires the use of a car lift and/or other equipment not yet available at the DCIA.

C.5.2 The Provider shall provide occupational skills training for entry level Automotive Service Technician occupations, with those skills validated by the successful obtainment of Automotive Service Excellence (ASE) credentials.

C.5.3 The Provider shall provide occupational skills training Automotive Brake Systems occupations, with those skills validated by the successful obtainment of Automotive Service Excellence (ASE) credentials.

- C.5.4** The Provider shall provide occupational skills training Automotive Steering and Suspension Systems occupations, with those skills validated by the successful obtainment of Automotive Service Excellence (ASE) credentials.
- C.5.5** The Provider shall provide additional life skills and work readiness training required to succeed in the workplace generally and in the automotive service industry specifically.
- C.5.6** The Provider shall provide sector specific employment preparation assistance to participants by fusing such assistance into their training. This shall include information regarding the expectations in this industry and the types of soft skills that are valuable to succeed in the industry.
- C.5.7** The Provider shall submit monthly progress reports which track training data including attendance of participants and results for any testing during that month.
- C.5.8** The Provider shall promptly verify the participant's successful completion of the training course to DOES, by submitting a copy of the certificate that has been rendered to the participant. If an exam is to be completed post training, the Provider shall also provide DOES documentation stating when the participant passes or does not pass the exam. This information must be provided to DOES within ten (10) business days of the training completion date or exam completion date. If the participant has not completed the training because the participant decided to opt out of the program or was terminated from the program, the Provider must immediately inform the Provider's point of contact at DOES.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1** The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- D.1.2** All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1** All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

*****END OF SECTION E*****

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment J.2.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by delivery order, purchase order, or task order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to DOES in accordance with the following:

Table F.4.1: Deliverables

Section	Deliverable	Format/method of delivery	Quantity	Due Date
C.5.2	Verified Introduction to ASE Automotive Services Certification	Electronic copy of certificate	Per Participant	10 days after training completion
C.5.3	Verified ASE A6 Electrical Systems Certificate	Electronic copy of certificate	Per Participant	10 days after training completion
C.5.3	Verified ASE A5 Brake Systems Certificate	Electronic copy of certificate	Per Participant	10 days after training completion
C.5.4	Verified ASE A4 Steering and Suspension Systems Certificate	Electronic copy of certificate	Per Participant	10 days after training completion
C.5.7	Monthly Progress Reports	Electronic copy	Per Month	Monthly
C.5.8	Exam Results (If Applicable)	Electronic copy	Per Participant	10 days after training completion

*****END OF SECTION F*****

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION DATA

G.1 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

- G.1.1** The Agency Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Tia.Mercer@dc.gov

G.2 CONTRACTING ADMINISTRATOR

- G.2.1** The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 899-6052
adam.albanese@dc.gov

G.3 CONTACT PERSON

- G.3.1** For procurement information regarding this Human Care Agreement contact:

LaVietra Shannon
Contract Specialist
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Lavietra.Shannon@dc.gov

G.4 ORDERING CLAUSE

- G.4.1** The Provider shall not provide any services to an individual unless the individual has been referred to the Provider utilizing the DOES training authorization form.

- G.4.1.1** The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a task order or purchase order for the period of the service that is signed by a Contracting Officer.
- G.4.2** All purchase orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order and this Agreement, the Agreement shall prevail.
- G.4.3** The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>
- G.4.4** To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile.
- G.4.5** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.
- G.5 PAYMENT SCHEDULE**
- G.5.1** Payments shall be based on price schedule delineated in Section B.2.
- G.5.2.1 Initial Payment:** 30% of payment to be remitted upon students completing their first two weeks of the program.
- G.5.2.2 Midpoint Payment:** 40% of payment to be remitted upon students completing their Intro to Automotive Services coursework.
- G.5.2.3 Completion Payment:** 30% of payment to be remitted upon students successfully completing the course.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 *et seq.* (First Source Act).

H.4.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

- (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
- (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

- H.4.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
- H.4.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
- H.4.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
- H.4.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
- H.4.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.4.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.4.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.
- H.4.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 THE LIVING WAGE ACT OF 2006

- H.7.1** Except as described in H.7.8 below, the Provider shall comply with 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.
- H.7.2** The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading "Opportunities and Support".

- H.7.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.
- H.7.4** DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”.
- H.7.5** The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.7.6** The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.
- H.7.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.7.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
 - (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;
 - (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 Contractor 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 mentally retarded persons 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); 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.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.8.1 Providing the Contractor training space within the DC Infrastructure Academy.

H.8.2 Determining customers' eligibility for training.

H.8.3 Assessing eligible customers' readiness to engage in training and their barriers.

H.8.4 Matching customers to the training based on the results of the customer's assessment and the Provider's service offering.

H.8.5 Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.

H.8.6 Monitoring and evaluating the Provider's performance.

H.8.7 Modifying this HCA to comply with the program requirements.

H.8.8 Visiting class related instruction to monitor training activities.

H.8.9 Interviewing participants to secure their feedback on their overall experience and the quality of services they are receiving.

H.8.10 Receiving and investigating unusual incidents and complaints related to the services provided by the Provider.

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement are fulfilled.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.9.3 The Provider shall determine if a referred participant should receive a distinct service that the Provider is not tasked to provide, the Provider shall immediately contact DOES for appropriate action.

*****END OF SECTION H*****

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (SCP) are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete clause 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied

therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District shall be granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s bid that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction), and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose of the project or work plan or contract. Licenses shall be granted in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor shall convey, assign, and transfer to the District the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all patent, trademark, and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District’s or the

Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will

have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subcontractors, and not the additional insured. The additional insured status under the Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subcontractors, or anyone for whom the Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
 4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
 7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. DURATION. The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.

- D. **PROVIDER'S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to the Contracting Officer.
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.8.1 CERTIFICATES OF INSURANCE

- I.8.2** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, DC 20019
(202) 671-3100 (voice)
Tia.Mercer@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

- I.10.1** A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following

documents are incorporated into the contract by reference and made a part of the HCA in the following order precedence:

- I.10.1.1 Sections A through I of this HCA.
- I.10.1.2 Standard Contract Provisions
- I.10.1.3 HCA attachments other than the Standard Contract Provisions
- I.10.1.4 Statement of Qualifications

I.11 DISPUTES

Delete clause 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 14, Disputes, in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iii) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (iv) Provide a description of the claim or dispute;
- (v) Refer to the pertinent contract terms;
- (vi) State the factual areas of agreement and disagreement;
- (vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and

- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
 - (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (xi) Provide a description of the claim or dispute;
 - (xii) Refer to the pertinent contract terms;
 - (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision;
and
 - (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 CHANGES

Delete clause 15, Changes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 15, Changes, in its place:

15. Changes:

- (a) The CO may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of the contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment for a change within the general scope must be asserted within ten (10) days from the date the change is ordered; provided, however, that the CO, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in **clause 14 Disputes**.
- (b) The District shall not require the Contractor, and the Contractor shall not require a subcontractor, to undertake any work that is beyond the original scope of the contract or subcontract, including work under a District-issued change order, when the additional work increases the contract price beyond the not-to-exceed price or negotiated maximum price of this contract, unless the CO:
 - (1) Agrees with Contractor, and if applicable, the subcontractor on a price for the additional work;
 - (2) Obtains a certification of funding to pay for the additional work;
 - (3) Makes a written, binding commitment with the Contractor to pay for the additional work within 30-days after the Contractor submits a proper invoice; and
 - (4) Provides the Contractor with written notice of the funding certification.
- (c) The Contractor shall include in its subcontracts a clause that requires the Contractor to:
 - (1) Within 5 business days of its receipt of notice the approved additional funding, provide the subcontractor with notice of the amount to be paid to the subcontractor for the additional work to be performed by the subcontractor;

- (2) Pay the subcontractor any undisputed amount to which the subcontractor is entitled for the additional work within 10 days of receipt of payment from the District; and
 - (3) Notify the subcontractor and CO in writing of the reason the Contractor withholds any payment from a subcontractor for the additional work.
- (d) Neither the District, Contractor, nor any subcontractor may declare another party to be in default, or assess, claim, or pursue damages for delays, until the parties to agree on a price for the additional work.

I.13 NON-DISCRIMINATION CLAUSE

Delete clause 19, Non-Discrimination Clause, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following clause 19, Non-Discrimination Clause, in its place:

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, effective December 13, 1977, as amended (D.C. Law 2-38; D.C. Official Code § 2-1401.01 *et seq.*) (“Act”, as used in this clause). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, the Contractor agrees, and any subcontractor shall agree, to post in conspicuous places, available to employees and applicants for employment, a notice setting forth the provisions of this non-discrimination clause as provided in section 251 of the Act.
- (a) Pursuant to Mayor’s Order 85-85, (6/10/85), Mayor’s Order 2002-175 (10/23/02), Mayor’s Order 2011-155 (9/9/11) and the rules of the Office of Human Rights, Chapter 11 of Title 4 of the D.C. Municipal Regulations, the following clauses apply to the contract:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
 - (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, family responsibilities, genetic information, disability, matriculation, political affiliation, or credit information. 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 of compensation; and
 - (e) selection for training and apprenticeship.

- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency, setting forth the provisions in paragraphs 19(b)(1) and (b)(2) concerning non-discrimination and affirmative action.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in paragraph 19(b)(2).
- (5) The Contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor agrees to permit access to its books, records, and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of the Office of Human Rights or designee, for purposes of investigation to ascertain compliance with the Act, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of the Act and with all guidelines for equal employment opportunity applicable in the District adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, i.e., paragraphs 19(b)(1) through (b)(9) of this clause, so that such provisions shall be binding upon each subcontractor.
- (9) The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.14 COST AND PRICING DATA

Delete clause 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the HCA by reference.

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on click on Required Solicitation Documents under the heading "Opportunities and Support"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.8	DC Language Access Act of 2004
J.9	Vendor's Proposal Package

*****END OF SECTION J*****

Certificate of Completion

Be it known that

Adrian Belcarris

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

Identification Number



Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Shuna Boodram III

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

Identification Number



Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Ronald Harrigan

has successfully completed the
ASE Introduction to

Automobile Service E-Learning Program

Sep 25, 2018

828685

Identification Number



Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Cristian Hernandez

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

10/1/2018

828876

Identification Number


Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Conchetta Lindsay

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

10/1/2018

829174

Identification Number

Timothy A. Zilke
Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Sylvester Mitchell

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

Identification Number



Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Abdullah Muhammad

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

10/1/2018

829086

Identification Number

Timothy A. Zilke
Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Jerry Paz

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

10/1/2018

829068

Identification Number

Timothy A. Zilke
Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that


Duane Pearson

has successfully completed the
**ASE Introduction to
Automobile Service E-Learning Program**

8/10/2018

817973

Identification Number


Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Raymond Riley

has successfully completed the
ASE Introduction to

Automobile Service E-Learning Program

Sep 26, 2018

820236

Identification Number



Timothy A. Zilke
President, ASE

Certificate of Completion

Be it known that

Damian Rodriguez


has successfully completed the
ASE Introduction to

Automobile Service E-Learning Program

10/1/2018

829081

Identification Number


Timothy A. Zilke
President, ASE



THIS CERTIFIES THAT

RONALD HARRIGAN

has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

CHRISTIAN HERNANDEZ

has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

SHUNA BOODRAM III

has successfully completed


Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

ADRIAN BELCARRIS


has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

JERRY PAZ

has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

CONCHETTA LINDSAY

has successfully completed

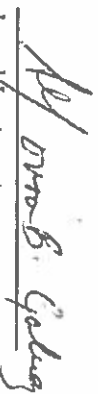
Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

SYLVESTER MITCHELL

has successfully completed


Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

PETER DERRY

has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

DAMIAN RODRIGUEZ

has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018

Jo Chan Lee
Executive Director

W. Mark Palmer
Lead Instructor



THIS CERTIFIES THAT

DUANE PEARSON

has successfully completed

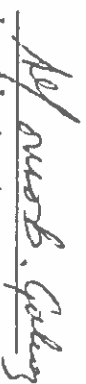
Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

RAYMOND RILEY JR.

has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



THIS CERTIFIES THAT

ABDULLAH MUHAMMAD

has successfully completed

Electric/Electronic Systems

and is therefore awarded this

CERTIFICATE OF COMPLETION

Dated this 20th day of November, 2018


Executive Director


Lead Instructor



GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT										PAGE	OF	PAGES		
1 HUMAN CARE AGREEMENT NUMBER CW60905										1		26		
2 REQUISITION/PURCHASE REQUEST NO										3 DATE OF AWARD See 13c				
4 ISSUED BY Office of Contracting and Procurement 441 4 th Street NW Washington D.C. 20001					5 ADMINISTERED BY (If other than Item No. 4): Department of Employment Services 4058 Minnesota Ave NE Washington D.C. 20019									
6 NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code) The Training Zone of the DMV 4810 St. Barnabas Road, Suite 201 Temple Hills, MD 20748 202-367-1449 Attn: Earl Woodland														
7 PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Department of Employment Services Accounts Payable 4058 Minnesota Ave NE Washington D.C. 20019						8 DISTRICT SHALL SEND ALL PAYMENTS TO: The Training Zone of the DMV 4810 St. Barnabas Road, Suite 201 Temple Hills, MD 20748								
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST														
ITEM LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE				QUANTITY OF SERVICE REQUESTED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT					
		See Section B				See Section B	See Section B	See Section B	See Section B					
											Not-To-Exceed (NTE) Amount	\$ 100,000.00		
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINE	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT PH	PROJ PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
A SOAR SYSTEM OBLIGATION CODE: See Purchase Order														
B Name of Financial Officer (Typed): N/A Title:					C Signature: N/A				D Date: N/A					
11. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date: "See Box 13c"						Ending Date: <u>One (1) Year Thereafter</u>								
HUMAN CARE AGREEMENT SIGNATURES														
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
12. FOR THE PROVIDER/PROVIDER						13. FOR THE DISTRICT OF COLUMBIA								
A. Name and Title of Signer (Type or print) Name: Earl Woodland Title: President						A. Name of Contracting Officer (Type or print) Name: Tia Mercer Title: Contract Officer								
B Signature of PROVIDER/PROVIDER, or representative: 				C Date: 5/4/2018		B Signature of CONTRACTING OFFICER: 				C Date: 5/4/18				

SECTION B: SERVICES

B.1 SERVICES

- B.1.1** The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings specified in Section C.2 to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.
- B.1.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs per participant for the line items listed in Section B.2.
- B.1.3** The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded a HCA will be eligible to receive task orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.
- B.1.4** Delivery or performance shall be made only as authorized by task orders issued in accordance with the HCA.
- B.1.5** The task order pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C.
- B.1.6** Any task order issued during the effective period of this HCA must be completed by the Provider within the time specified in the task order. The HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.2 PRICE SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Unit	Price
0001	OSHA 10 Certification	Per Participant	\$125.00
0002	OSHA 30 Certification	Per Participant	\$330.00
0003	ATSSA Flagging Certification	Per Participant	\$150.00

B.2.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	Unit	Price
1001	OSHA 10 Certification	Per Participant	\$125.00
1002	OSHA 30 Certification	Per Participant	\$330.00
1003	ATSSA Flagging Certification	Per Participant	\$150.00

B.2.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	Unit	Price
2001	OSHA 10 Certification	Per Participant	\$125.00
2002	OSHA 30 Certification	Per Participant	\$330.00
2003	ATSSA Flagging Certification	Per Participant	\$150.00

B.2.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	Unit	Price
3001	OSHA 10 Certification	Per Participant	\$125.00
3002	OSHA 30 Certification	Per Participant	\$330.00
3003	ATSSA Flagging Certification	Per Participant	\$150.00

B.2.5 Option Year Four

Contract Line Item No. (CLIN)	Item Description	Unit	Price
4001	OSHA 10 Certification	Per Participant	\$125.00
4002	OSHA 30 Certification	Per Participant	\$330.00
4003	ATSSA Flagging Certification	Per Participant	\$150.00

*****END OF SECTION B*****

SECTION C: BACKGROUND/SCOPE/SPECIFICATION/STATEMENT OF WORK

C.1 BACKGROUND

The District of Columbia Office of Contracts and Procurement, on behalf of the District of Columbia Department of Employment Services (DOES) is seeking to establish multiple Human Care Agreements (hereinafter referred to as “HCA”) to qualified service providers (hereinafter referred to as “Provider”) to provide infrastructure trainings to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. Specifically, the mission of DOES is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

DOES seeks to address these challenges through training and by supporting participants in gaining skills that will prepare them for the workforce. The District of Columbia Infrastructure Academy (DCIA) will provide infrastructure industry-related skills, training, and programming for District residents in the infrastructure industry. DOES seeks to develop a list of training providers that can provide infrastructure industry-related training programs that result in industry-recognized credential, licensing, or certificate as defined through feedback gathered from employers within the District of Columbia.

C.2 SCOPE

The District of Columbia Office of Contracts and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is seeking the services of a qualified service provider to provide infrastructure training at the District of Columbia Infrastructure Academy (DCIA) to assist eligible District residents in enhancing their education and skill levels and in preparing for, finding, and retaining employment.

The primary goal of the DCIA is to deliver a skilled workforce that meets the current and future needs of infrastructure focused jobs, through high quality and industry specific training for District residents who are underemployed or unemployed as well as work readiness training to prepare them for the expectations of the workplace.

C.3 APPLICABLE DOCUMENTS

Table C.3.1: Applicable documents

Item No.	Document Type	Title	Date
0001	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended Contracts and Procurements https://www.dcregs.dc.gov	As amended to date
0002	DC Law	Procurement Practices Reform Act of 2010 http://www.dccouncil.washington.dc.us	April 8, 2011

C.4 DEFINITIONS AND ACRONYMS

C.4.1 Definitions: These terms when used in this HCA have the following meanings:

C.4.1.1 Job skills training directly related to employment: This activity involves training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate.

C.4.1.2 Related Expenses: Expenses related to books, uniforms, mandatory equipment and tools, certification exam fees, or other required elements for a participant to apply for and complete an eligible occupational training course or certification.

C.4.1.2 Workforce Readiness Training: Training that includes soft-skills training, such as punctuality, attendance, problem solving, customer service, effective communication skills, teamwork, conflict resolution, interpersonal negotiation, etc. (see workforce readiness training areas in Appendix A. Each training should be focused on one skill and be no more than a day in length.

C.4.2 Acronyms

C.4.2.1 CA: Contract Administrator

C.4.2.2 CFO: Chief Financial Officer

C.4.2.3 CO: Contracting Officer

C.4.2.4 DOES: Department of Employment Services

C.4.2.5 DCIA: District of Columbia Infrastructure Training Agreement

C.4.2.6 HCA: Human Care Agreement

C.5 REQUIREMENTS

C.5.1 The Provider shall provide training services at the District of Columbia's Infrastructure Academy (DCIA), located at 2330 Pomeroy Rd S.E. Washington, D.C. 20020 to train participants to meet the current and future needs of infrastructure focused jobs. DOES shall not be responsible for payment of services in an unapproved space/facility.

C.5.2 The Provider shall provide flagger training that leads to an American Traffic Safety Services Association (ATSSA) certificate

C.5.3 The Provider shall provide training that leads to an Occupational Safety and Health Administration (OSHA) certification in the areas of OSHA 10 and OSHA 30 Training for Construction Trades.

C.5.4 The Provider shall provide sector specific employment preparation assistance to participants by fusing such assistance into their training. This shall include information regarding the expectations in this industry and the types of soft skills that are valuable to succeed in the industry.

- C.5.5** The Provider shall submit monthly progress reports which track training data including attendance of participants and results for any testing during that month.
- C.5.6** The Provider shall promptly verify the participant's successful completion of the training course to DOES, by submitting a copy of the certificate that has been rendered to the participant. If an exam is to be completed post training, the Provider shall also provide DOES documentation stating when the participant passes or does not pass the exam. This information must be entered provided to DOES within ten (10) business days of the training completion date or exam completion date. If the participant has not completed the training because the participant decided to opt out of the program or was terminated from the program, the Provider must immediately inform the Provider's point of contact at DOES.

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1** The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- D.1.2** All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1** All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

*****END OF SECTION D*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

*****END OF SECTION E*****

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) additional option years subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement as Attachment J.2.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by delivery order, purchase order, or task order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District's requirements and submit each deliverable to DOES in accordance with the following:

Table F.4.1: Deliverables

Section	Deliverable	Format/method of delivery	Quantity	Due Date
C.5.2	Verified ATSSA Flagger Certification	Electronic copy of certificate	Per Participant	10 days after training completion
C.5.3	Verified 10 Hour OSHA Safety Training Certification	Electronic copy of certificate	Per Participant	10 days after training completion
C.5.3	Verified 30 Hour OSHA Safety Training Certification	Electronic copy of certificate	Per Participant	10 days after training completion
C.5.5	Monthly Progress Reports	Electronic copy	Per Month	Monthly
C.5.6	Exam Results (If Applicable)	Electronic copy	Per Participant	10 days after training completion

*****END OF SECTION F*****

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION DATA

G.1 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

- G.1.1** The Agency Contracting Officer (CO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Tia.Mercer@dc.gov

G.2 CONTRACTING ADMINISTRATOR

- G.2.1** The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be:

Adam Albanese
Contract Administrator
Department of Employment Services
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 899-6052
adam.albanese@dc.gov

G.3 CONTACT PERSON

- G.3.1** For procurement information regarding this Human Care Agreement contact:

LaVietra Shannon
Contract Specialist
4058 Minnesota Ave N.E.
Washington, D.C. 20019
Phone: (202) 671-3100
Lavietra.Shannon@dc.gov

G.4 ORDERING CLAUSE

- G.4.1** The Provider shall not provide any services to an individual unless the individual has been referred to the Provider utilizing the DOES training authorization form.

- G.4.1.1** The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a task order or purchase order for the period of the service that is signed by a Contracting Officer.
- G.4.2** All purchase orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order and this Agreement, the Agreement shall prevail.
- G.4.3** The Provider shall forward or submit all invoices for each referral for services to the agency, office, or program requesting the specified human care service, and as specified in item number seven (7) on Page one (1)“ Provider Shall Submit All Invoices To.”

**Office of the Chief Financial Officer
Department of Employment Services
4058 Minnesota Ave, NE, Fifth Floor
Washington, D.C. 20019
Does.accountspayable@dc.gov**

- G.4.4** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- (1) Provider name and address; name of individuals; location of Individuals;
 - (2) Invoice date, number and the total amount due;
 - (3) Period or date of service;
 - (4) Description of service;
 - (5) Quantity of services provided or performed to include service, and the frequency duration of each services;
 - (6) Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
 - (7) Purchase Order
 - (8) Human Care Agreement number
 - (9) Federal tax identification number
 - (10) Any other supporting documentation or information, as required and;
 - (11) Name, title, telephone number, and signature of the preparer.
- G.4.5** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

G.5 PAYMENT SCHEDULE

- G.5.1 OSHA 10 Certification Payment:** The OSHA 10 Certification payment is CLIN 0001. The Provider is eligible to receive a one-time payment for each participant that has completed and obtained OSHA 10 Certification or in the event that a participant does not pass the exam documentation stating when the participant took the exam along with their score.
- G.5.2 OSAH 30 Certification Payment:** The OSHA 30 Certification payment is CLIN 0002. The Provider is eligible to receive a one-time payment for each participant that has completed and obtained OSHA 30 Certification or in the event that a participant does not pass the exam documentation stating when the participant took the exam along with their score.

G.5.3 ATSSA Flagging Certification Training Payment: The ATSSA Flagging Certification Training payment is CLIN 0003. The Provider is eligible to receive a one-time payment for each participant that has completed and obtained ATSSA Flagging Certification or in the event that a participant does not pass the exam documentation stating when the participant took the exam along with their score.

*****END OF SECTION G*****

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with clause 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the HCA, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this HCA.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

H.4.2 The Provider shall enter into and maintain, during the term of the HCA, a First Source Employment Agreement, in which the Provider shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this HCA shall be DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Provider shall submit to DOES, no later than the 10th of each month following execution of the HCA, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the HCA shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.4.4 If the HCA amount is equal to or greater than \$300,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

H.4.5 With the submission of the Provider’s final request for payment from the District, the Provider shall:

- (1) Document in a report to the CO its compliance with section H.4.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The CO may waive the provisions of Section H.4.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Provider;
- (2) The Provider is located outside the Washington Standard Metropolitan Statistical Area and none of the HCA work is performed inside the Washington Standard Metropolitan Statistical Area which 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 Provider 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 positions created as a result of the HCA.

H.4.7 Upon receipt of the Provider’s final payment request and related documentation pursuant to Sections H.4.5 and H.4.6, the CO shall determine whether the Provider is in compliance with Section H.4.4 or whether a waiver of compliance pursuant to Section H.4.6 is justified. If the

CO determines that the Provider is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.4.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the HCA. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in this HCA any decision of the CO pursuant to this Section H.4.8.

H.4.9 The provisions of Sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of this HCA, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.7 THE LIVING WAGE ACT OF 2006

H.7.1 Except as described in H.7.8 below, the Provider shall comply with 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.

H.7.2 The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading "Opportunities and Support".

H.7.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.

H.7.4 DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov, click on Required Solicitation Documents under the heading "Opportunities and Support".

H.7.5 The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.7.6 The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.

H.7.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.7.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established 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 eminent 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 of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a 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 of 2006;
- (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;
- (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 Contractor 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 mentally retarded persons 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); 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.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

H.8.1 Determining customers' eligibility for training.

H.8.2 Assessing eligible customers' readiness to engage in training and their barriers.

- H.8.3** Matching customers to the training based on the results of the customer's assessment and the Provider's service offering.
- H.8.4** Paying the Provider its compensation based on the customer training as specified in the delivery order, purchase order, or task order issued to the Provider.
- H.8.5** Monitoring and evaluating the Provider's performance.
- H.8.6** Modifying this HCA to comply with the program requirements.
- H.8.7** Visit class related instruction to monitor training activities.
- H.8.8** Interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- H.8.9** Receive and investigate unusual incidents and complaints related to the services provided by the Provider.

H.9 PROVIDER RESPONSIBILITY

- H.9.1** The Provider bears responsibility for ensuring that all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement are fulfilled.
- H.9.2** The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.
- H.9.3** The Provider shall determine if a referred participant should receive a distinct service that the Provider is not tasked to provide, the Provider shall immediately contact DOES for appropriate action.

*****END OF SECTION H*****

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the HCA resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Required Solicitation Documents under the heading “Opportunities and Support”, then click on “Standard Contract Provisions – 2010”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to HCA administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical

data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to HCA administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this HCA shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this HCA, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this HCA, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Provider with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in HCA

No. _____

With _____ (Provider's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Provider may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the HCA prior to the delivery date of the software. Failure of the Provider to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Provider hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this HCA. Unless written approval of the Contracting Officer is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this HCA any works of authorship in which copyright is not owned by the Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this HCA, the Provider shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Provider's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this HCA or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this HCA, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Provider shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this HCA, or (ii) based upon any data furnished under this HCA, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

1.5.13 Paragraphs 1.5.6, 1.5.7, 1.5.8, 1.5.11 and 1.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under HCA, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

1.6 OTHER PROVIDERS

The Provider shall not commit or permit any act that will interfere with the performance of work by another District Provider or by any District employee.

1.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Provider's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Provider. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this HCA. Notwithstanding any such subcontract approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

1.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subcontractors, and not the additional insured. The additional insured status under the Provider's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured

Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subcontractors, or anyone for whom the Provider or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Provider, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance. The Provider shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Provider, with minimum per accident limits equal to the greater of (i) the limits set forth in the Provider's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.
4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

5. **Umbrella or Excess Liability Insurance.** The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. **Professional Liability Insurance (Errors & Omissions).** The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
 7. **Property Insurance.** The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. **DURATION.** The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.**
- D. **PROVIDER'S PROPERTY.** Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **DISCLOSURE OF INFORMATION.** The Provider agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Provider, its agents, employees, servants or subcontractors in the performance of this contract.

I.8.1 CERTIFICATES OF INSURANCE

I.8.2 The Provider shall submit certificates of insurance giving evidence of the required coverage

as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tia Mercer
Contracting Officer
Office of Contracting and Procurement (Servicing DOES)
4058 Minnesota Ave N.E.
Washington, DC 20019
(202) 671-3100 (voice)
Tia.Mercer@dc.gov

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

I.10.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order precedence:

I.10.1.1 Sections A through I of this HCA.

I.10.1.2 Standard Contract Provisions

I.10.1.3 HCA attachments other than the Standard Contract Provisions

I.10.1.4 Statement of Qualifications

*****END OF SECTION I*****

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the HCA by reference.

Table J: Attachments

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on click on Required Solicitation Documents under the heading "Opportunities and Support"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 9, dated 01/10/2018
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on Required Solicitation Documents under the heading "Opportunities and Support"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on Required Solicitation Documents under the heading "Opportunities and Support"
J.5	The Living Wage Act of 2006 - Living Wage Notice
J.6	The Living Wage Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on Required Solicitation Documents under the heading "Opportunities and Support"
J.8	DC Language Access Act of 2004
J.9	Vendor's Proposal Package

*****END OF SECTION J*****

Benefit Accuracy Measurement (BAM)

State: District of Columbia				Federal Fiscal Year: 2019-2020 SQSP Corrective Action Plan & Progress Report							
Back to Biennial Overview 2019		Back to Alternate Overview 2020		Instructions							
Performance Measures	ALP	CAP Based on SQSP 2019 Performance Level	State's Target/Actual Performance	12/31/2018 Quarter 1	3/31/2019 Quarter 2	6/30/2019 Quarter 3	9/30/2019 Quarter 4	12/31/2019 Quarter 5	3/31/2020 Quarter 6	6/30/2020 Quarter 7	9/30/2020 Quarter 8
BAM Operations Compliant - Organization	Fail		Target								
			Actual								
BAM Operations Compliant - Monetary Comparison Reports	± 15%		Target								
			Actual								
BAM Operations Compliant - Nonseparation Comparison Reports	± 15%		Target								
			Actual								
BAM Operations Compliant - /Issues w/investigative procedures	Fail		Target								
			Actual								

Regional Office Comments in cell below:

Corrective Action Plan Summary:
 The Summary must provide:

A. The Reason for the deficiency.

Organization - It is the District's position that due to the Management Supervisory Service (MSS) status of the BAM Supervisor position, no change in status can occur. The District maintained this position in the FY 2017-2018 Biennial SQSP and the FY 2018 Alternate SQSP.

Monetary Comparison Reports -This is a continuing deficiency from the FY 2018 Alternate Year SQSP. In an effort to correct this disparity, BAM worked closely with DOES Office of Information Technology (OIT) staff during calendar year 2017 to identify incorrect computer programming that led to the deficiency.

Nonseparation Comparison Reports - While BAM met the Acceptable Level of Performance (ALP) for FY 2018, the District has monitored this area and determined it was also subject to incorrect computer programming, similar to the Monetary Comparison reports. In an effort to decrease this disparity, BAM worked closely with OIT staff to resolve the errors.

Investigative Procedures -The BAM Supervisor has identified the following as root causes for performance failures during Peer Review:

- (1) Lack of understanding of how to apply BAM procedures
- (2) Careless work performance
- (3) Misapplication/misunderstanding of coding instructions in the ET Handbook 395
- (4) Coding inconsistency among investigators

B. Provide a description of your "Plan-Do-Check-Act" corrective action plan which will be undertaken to achieve the acceptable level of performance. Examples of major actions and activities; aka, Milestones, include IT requirements, business process analysis, training, implementing process improvements, measuring effectiveness, etc. Please include a description of these actions/activities in each stage of your "Plan-Do-Check-Act" corrective action plan.

Organization - The Agency's General Counsel submitted a letter to USDOL in regards to the District's position on the BAM Supervisor being converted to merit staffing. The Agency is awaiting USDOL's response.

Monetary and Nonseparation Comparison Reports - During FY 2017, BAM worked extensively with DOES OIT staff and OnPoint Technologies to determine the reason for the continued variance seen in the Monetary and Nonseparations categories of the Comparison Report. In June 2018, DOES OIT staff finished re-writing the BAM Extract programming, as research revealed the computer programming was not aligned with ET Handbook 395. On June 27, 2018, the new program was implemented successfully. BAM and OIT are awaiting the end of third quarter 2018 to obtain final statistics.

Investigative Procedures - To address each of the root causes for performance failure, training has been developed for BAM Investigators that consists of individual and various team activities. A double case review process of each case has been implemented, effective August 27, 2018. The BAM Supervisor and BTQ Lead/BAM Investigator will conduct independent reviews of each BAM Investigator's cases to ensure accurate case coding and that BAM procedures are being followed. The case reviews will utilize a score sheet that mimics the Discussion Form used during Peer Reviews (listing errors by BAM Requirement and Exception Point Codes) and will provide feedback to investigators showing the severity of their error. To allow sufficient time for these reviews, the internal BAM unit case due date has been moved up by two days. Cases reviews will be incorporated into BAM Investigator's annual performance reviews.

Beginning September 17, 2018, weekly individual meetings will be held with each investigator to monitor case status. A new requirement is being implemented in which all investigators must have evidence in their case file of a minimum bi-weekly contact with parties. Beginning with batch 34, each case will be monitored and followed up on at weekly meetings. The goal is for investigators to close their cases earlier, leaving more time for accurate case coding and case review.

Two different team meetings will be implemented to provide BAM Investigators with training on case coding and procedures as required by ET Handbook 395, BAM Table Discussions and Case Staffing. BAM Table Discussions will be a bi-weekly meeting, beginning September 19, 2018, and will focus on a particular coding section by case type with all BAM Investigators actively participating and explaining their choice of coding along with supporting documentation, if needed (i.e. BAM Q & A, D.C. Code, etc.). This meeting is intended to address the misunderstanding and misapplication of coding instructions and to develop consistent coding among all Investigators.

BAM Case Staffing will be a weekly meeting to act as peer-to-peer training by requiring an Investigator to share something that was learned while conducting an investigation and to gain feedback on problematic cases. Investigators will be required to present their case and to describe the issue and possible solutions. This meeting will begin at the conclusion of BAM Table Discussions, as once Investigators have a sufficient knowledge base, they will be better equipped to provide accurate feedback to one another.

Lastly, the BAM unit will re-institute a quarterly in-house peer review where BAM Investigators will review randomly selected cases, providing peer-to-peer feedback.

C. If a plan was in place the previous year, an explanation of why the actions contained in that plan were not successful in improving performance; and, an explanation of why the actions now specified will be more successful.

Organization - The District did not receive communication from USDOL regarding the letter submitted by DOES' General Counsel. Pending the response, the District will submit a response.

Monetary Comparison Reports - During FY2017, BAM worked extensively with DOES OIT and OnPoint Technologies to determine the reason for the continued variance that resulted in the Monetary category on the Comparison Report. It was previously reported that the cause for the out of range variance was due to monetarily ineligible claims being included in the BAM population. DOES OIT implemented a programming change to resolve this issue, but it did not resolve the comparison report out of range variance between the benchmark population and BAM DCA Population. In May 2017, a new BAM Supervisor was hired, and a new strategy was developed which entailed reviewing the BAM programming to ensure compliance with ET Handbook 395. Through DOES' OIT's efforts, it was discovered that the then current BAM program included program re-writes and/or inaccurate programming statements that caused inaccurate data in the output records which did not comply with the BAM Specifications established in the ET Handbook 395. In June 2018, DOES OIT staff finished re-writing the BAM programming, and the new program was implemented successfully. BAM and OIT are awaiting the end of third quarter 2018 to obtain final statistics.

Nonseparation Comparison Reports - This was not listed on the previous year's plan.

Investigative Procedures - This was not listed on the previous year's plan.

D. A brief description of plans for monitoring and assessing accomplishment of planned actions and for controlling quality after achieving performance goals.

Organization - Pending USDOL's response. The District has no planned action to convert the BAM Supervisor position to Merit Staff.

Monetary and Nonseparation Comparison Reports - BAM will utilize the quarterly Comparison Report to determine whether the DOES OIT modifications were successful. If confirmed, no additional changes should be necessary to ensure performance goals are met.

Investigative Procedures - Performance will be monitored weekly, monthly and quarterly by utilizing Peer Review results.

NOTE: Enter an "X" in the box to the right if the desired improvements will not be accomplished by the end of the current fiscal years (the two consecutive fiscal years for which the plan is in effect). Summarize, below, the major actions remaining to be taken in subsequent fiscal years and include a projected completion date as to when the performance goal will be achieved.

(Remaining Major Actions in this cell .)

Milestones	
1. BAM Table Discussion: PCA Cases	Completion Date
	3/31/2019
Quarter 1 status report (12/31/2018): Quarter 2 status report (3/31/2019): Quarter 3 status report (6/30/2019): Quarter 4 status report (9/30/2019): Quarter 5 status report (12/31/2019): Quarter 6 status report (3/31/2020): Quarter 7 status report (6/30/2020): Quarter 8 status report (9/30/2020):	
2. BAM Table Discussion: DCA Cases	Completion Date
	9/30/2019
Quarter 1 status report (12/31/2018): Quarter 2 status report (3/31/2019): Quarter 3 status report (6/30/2019): Quarter 4 status report (9/30/2019): Quarter 5 status report (12/31/2019): Quarter 6 status report (3/31/2020): Quarter 7 status report (6/30/2020): Quarter 8 status report (9/30/2020):	

3. In-House Peer Review	<table border="1"> <tr> <th data-bbox="1812 50 2043 74">Completion Date</th> </tr> <tr> <td data-bbox="1812 74 2043 107">3/31/2019</td> </tr> </table>	Completion Date	3/31/2019
Completion Date			
3/31/2019			
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>			
4. BAM Program OIT Modifications	<table border="1"> <tr> <th data-bbox="1812 581 2043 605">Completion Date</th> </tr> <tr> <td data-bbox="1812 605 2043 638">12/31/2018</td> </tr> </table>	Completion Date	12/31/2018
Completion Date			
12/31/2018			
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>			
5. (Enter next milestone here)	<table border="1"> <tr> <th data-bbox="1812 1112 2043 1136">Completion Date</th> </tr> <tr> <td data-bbox="1812 1136 2043 1169"></td> </tr> </table>	Completion Date	
Completion Date			
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p>			

Quarter 8 status report (9/30/2020):

6. (Enter next milestone here)

Completion Date

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

7. (Enter next milestone here)	Completion Date
Quarter 1 status report (12/31/2018):	
Quarter 2 status report (3/31/2019):	
Quarter 3 status report (6/30/2019):	
Quarter 4 status report (9/30/2019):	
Quarter 5 status report (12/31/2019):	
Quarter 6 status report (3/31/2020):	
Quarter 7 status report (6/30/2020):	
Quarter 8 status report (9/30/2020):	

District of Columbia

MEASURES/PROGRAMS TO BE ADDRESSED FOR SQSP 2019

	Measures/Programs to be Addressed (Each Measure Title Below is Hyperlinked to the CAP Worksheet)	Acceptable Level of Performance (ALP)	Corrective Action Plan (CAP)		Narrative Required (In Word Doc.)	Performance Level
			N	E		
B E N E F I T S	First Payment Promptness	≥ 87%				91.04%
	First Payment Promptness (IntraState 14/21 Days)	≥ 87%				91.56%
	First Payment Promptness (InterState 14/21 Days)	≥ 70%				91.35%
	First Payment Promptness (IntraState 35 Days)	≥ 93%				96.22%
	First Payment Promptness (InterState 35 Days)	≥ 78%				96.36%
	Nonmonetary Determination Timeliness	≥ 80%				97.50%
	Nonmonetary Determination Quality - Separations	≥ 75%		X		73.28%
	Nonmonetary Determination Quality - Nonseps	≥ 75%				76.71%
A P P E A L S	Lower Authority Appeals (30 Days)	≥ 60%				70.07%
	Lower Authority Appeals (45 Days)	≥ 80%				91.59%
	Average Age of Pending Lower Authority Appeals	≤ 30 days				25.2
	Average Age of Pending Higher Authority Appeals	≤ 40 days				
	Lower Authority Appeals Quality	≥ 80%				95.00%
T A X	New Employer Status Determinations Timelapse	≥ 70%				78.86%
	Tax Quality (Part A)	No more than 3 tax functions failing TPS in a year				Pass
	Tax Quality (Part B)	The same tax function cannot fail for 3 consecutive years		X		Failed Status – Successor Determinations
	TPS Sample Reviews	Pass				Pass
	Effective Audit Measure	Pass 4 factors/score ≥ 7				Pass
I N T E G R I T Y	Improper Payments Measure	< 10%		X		13.97%
	Detection of Overpayments - 3 Year Measure	≥ 50% & ≤ 95%				53.01%
	Overpayment Recovery Measure	≥ 68%				146.94%
	Data Validation - Benefits (All Submitted & Passing)	All Benefit Pops Submitted & Passing				Pass
	Data Validation - Tax (All Submitted & Passing)	All Tax Pops Submitted & Passing				Pass
B A M	NDNH BAM Compliance	Pass				Pass
	BAM Operations Compliant	Pass All M&P		X		Failed: BAM supervisor position is not subject to merit staffing requirements; DCA Monetary and Nonseparation Comparison Variance; BAM investigative procedures
O T H E R	Facilitate Reemployment	61%		X		56.80%
	Incorrect Recording of Issue Detection Date	95%				Fail
	Incorrect Recording of Determination Date	95%				Pass
	UI Reporting Requirements	Pass			X	Fail
G P R A	First Payment Promptness (IntraState 14/21 Days)	87%				91.56%
	Detect Benefit Overpayments	54.5%				67.81%
	Establish Tax Accounts Promptly	89%				80.22%
Integrity Action Plan (IAP) Top Three Root Causes						
Benefit Year Earnings						
Work Search						
Separation Issues						
Monitoring Findings/Audit Resolution						

Facilitate Reemployment

State: District of Columbia				Federal Fiscal Year: 2019-2020 SQSP Corrective Action Plan & Progress Report							
Back to Biennial Overview 2019		Back to Alternate Overview 2020		Instructions							
Performance Measure	ALP	CAP Based on SQSP 2019 Performance Level	State's Target/Actual Performance	12/31/2018 Quarter 1	3/31/2019 Quarter 2	6/30/2019 Quarter 3	9/30/2019 Quarter 4	12/31/2019 Quarter 5	3/31/2020 Quarter 6	6/30/2020 Quarter 7	9/30/2020 Quarter 8
Facilitate Reemployment	61%	56.80%	Target	57.0%	58.0%	59.0%	60.0%	61.0%	61.0%	62.0%	62.0%
			Actual								

Regional Office Comments in cell below:

Corrective Action Plan Summary:
 The Summary must provide:

A. The Reason for the deficiency.
The District fell short of the Acceptable Level of Performance (ALP) due to an inability to implement joint registration, a failure to consistently track the UI claimant referral process and improving economic conditions.

B. Provide a description of your "Plan-Do-Check-Act" corrective action plan which will be undertaken to achieve the acceptable level of performance. Examples of major actions and activities; aka, Milestones, include IT requirements, business process analysis, training, implementing process improvements, measuring effectiveness, etc. Please include a description of these actions/activities in each stage of your "Plan-Do-Check-Act" corrective action plan.
DOES plans to revise and strengthen the claimant referral process that exists between UI and Workforce to track referrals more accurately. Currently, a gap has been identified in the process for inputting referral codes, resulting in many referrals not being captured in the system accurately. To remedy this situation, all Workforce staff members will be retrained on the importance of coding all interactions consistently and accurately, and AJC managers will verify the completion of this process on a continuing basis. By tightening up this process, the District will have more precise data to assess and base future strategies upon.

C. If a plan was in place the previous year, an explanation of why the actions contained in that plan were not successful in improving performance; and, an explanation of why the actions now specified will be more successful.
The District has had an ongoing plan to implement joint registration to provide claimants with a single sign-on for all UI and Workforce services. The District met with representatives from the Information Technology Support Center (ITSC) in January of 2018 to view a demo of their Workforce Connect Framework, and we were impressed with the product. Unfortunately, due to complications with our current systems and the kick-off of the UI Enhancement Project in April, this project has not come to fruition. Joint registration remains a priority for the District, and we will continue to explore all options to implement this functionality.
In the interim, the District believes that strengthening our claimant referral process will yield positive results in facilitating reemployment. Through training and more thorough monitoring, we anticipate increased accuracy in our coding and expanded service delivery for our customers.

D. A brief description of plans for monitoring and assessing accomplishment of planned actions and for controlling quality after achieving performance goals.
Moving forward, discussion of the referral process for review and enhancement will be a permanent agenda item at all partner meetings. Management will ensure all training occurs on time, and the code for referrals for will be monitored closely to verify the accurate tracking of this process.

NOTE: Enter an "X" in the box to the right if the desired improvements will not be accomplished by the end of the current fiscal years (the two consecutive fiscal years for which the plan is in effect).
 Summarize, below, the major actions remaining to be taken in subsequent fiscal years and include a projected completion date as to when the performance goal will be achieved.

(Remaining Major Actions in this cell.)

Milestones	
1. Retrain Workforce staff members on the importance of coding referrals correctly	Completion Date
	12/31/2018

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

2. Consistently track the referral process to ensure proper coding and accurate data

Completion Date

12/31/2018

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

3. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
4. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
5. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p>	

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

6. (Enter next milestone here)

Completion Date

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

7. (Enter next milestone here)	Completion Date
Quarter 1 status report (12/31/2018):	
Quarter 2 status report (3/31/2019):	
Quarter 3 status report (6/30/2019):	
Quarter 4 status report (9/30/2019):	
Quarter 5 status report (12/31/2019):	
Quarter 6 status report (3/31/2020):	
Quarter 7 status report (6/30/2020):	
Quarter 8 status report (9/30/2020):	

Improper Payments Measure

State: District of Columbia				Federal Fiscal Year: 2019-2020 SQSP Corrective Action Plan & Progress Report							
Back to Biennial Overview 2019		Back to Alternate Overview 2020		Instructions							
Performance Measure	ALP	CAP Based on SQSP 2019 Performance Level	State's Target/Actual Performance	12/31/2018 Quarter 1	3/31/2019 Quarter 2	6/30/2019 Quarter 3	9/30/2019 Quarter 4	12/31/2019 Quarter 5	3/31/2020 Quarter 6	6/30/2020 Quarter 7	9/30/2020 Quarter 8
Improper Payments Measure	< 10%	13.97%	Target	12.00%	11.00%	10.50%	10.50%	10.00%	10.00%	9.50%	9.50%
			Actual								

Regional Office Comments in cell below:

Corrective Action Plan Summary:
 The Summary must provide:

A. The Reason for the deficiency.
 The District has identified Benefit Year Earnings, Work Search and Separation Issues as the root causes for our deficiency in the Improper Payment Measure. While these areas have been a constant cause for deficiency over the past two performance years, the District has made great strides in reducing our overall Improper Payment Rate during that time. The District has experienced a decrease of nearly 5.0% from a rate of 16.73% for calendar year ending 12/31/2016 down to 12.07% for the twelve month period ending 3/31/2018.

B. Provide a description of your "Plan-Do-Check-Act" corrective action plan which will be undertaken to achieve the acceptable level of performance. Examples of major actions and activities; aka, Milestones, include IT requirements, business process analysis, training, implementing process improvements, measuring effectiveness, etc. Please include a description of these actions/activities in each stage of your "Plan-Do-Check-Act" corrective action plan.
 The District has devised a strategic plan to attack the root causes of improper payments individually and as a whole. To address Benefit Year Earnings (BYE), the District will implement a new strategy to target employers through the "Integrity Matters" initiative and develop a BYE Policy and Procedures Manual (PPM). The "Integrity Matters" initiative will identify employers with the highest number of overpayments established and non-responses to separation and wage request information. An outreach plan will be developed to educate, train and implement overpayment prevention and detection activities, and an Employer Failure to Report pamphlet will be created outlining the top five reasons employers should respond to separation and wage request information timely. A written agreement will also be established between DOES and the top 10 employers with the highest improper payment rates agreeing to provide written information to new hires that contains detailed information on UI eligibility requirements and instructions on when to stop certifying for benefits. The BYE PPM will address continuity of procedures for compliance and administrative capacity building. The manual will also provide a model for business process analysis and improvement across all program integrity measures.
 To address Work Search, the District will strengthen and restructure the Work Search Verification Unit. The agency plans to add four new staff members to this unit, three Full Time Employees (FTEs) and one contract staff member. By strengthening and restructuring the Work Search Verification unit, the District will be in a better position to address work search issues that impact the improper payment rate.
 To address Separation Issues, the District will increase employer outreach and implement the Nonmonetary Determinations and Appeals Decisions SIDES exchange. The request for separation letter sent to employers is in the process of being revised to capture expanded separation information and to direct employers to use SIDES when responding electronically. The District will also implement the Nonmonetary Determinations and Appeals Decisions SIDES exchange to enable more rapid communication between state agencies, employers and third-party administrators.

C. If a plan was in place the previous year, an explanation of why the actions contained in that plan were not successful in improving performance; and, an explanation of why the actions now specified will be more successful.
 The District's improper payment rate has consistently been reduced in recent years, decreasing from 16.73% in calendar year ending 12/31/2016 to 12.07% in the most recent recorded 12 month period ending 3/31/2018. The actions outlined in our previous year's plan have proven to be beneficial and should be viewed as a success. The District will continue to incorporate previous strategies in tandem with tactics outlined in our new plan. We believe that continually building upon existing strategies, while also continually identifying new avenues for improvement is the best way to accomplish the goal of reducing improper payments.

D. A brief description of plans for monitoring and assessing accomplishment of planned actions and for controlling quality after achieving performance goals.
 The outlined milestone activities will be closely monitored internally by BPC Unit Managers and the Office of Compliance and Independent Monitoring (OCIM) to assess the District's accomplishment of planned actions and for controlling quality after achieving performance goals.

NOTE: Enter an "X" in the box to the right if the desired improvements will not be accomplished by the end of the current fiscal years (the two consecutive fiscal years for which the plan is in effect). Summarize, below, the major actions remaining to be taken in subsequent fiscal years and include a projected completion date as to when the performance goal will be achieved.

(Remaining Major Actions in this cell .)

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Milestones	
1. "Integrity Matters" Initiative	Completion Date
	9/30/2020
Quarter 1 status report (12/31/2018): Quarter 2 status report (3/31/2019): Quarter 3 status report (6/30/2019): Quarter 4 status report (9/30/2019): Quarter 5 status report (12/31/2019): Quarter 6 status report (3/31/2020): Quarter 7 status report (6/30/2020): Quarter 8 status report (9/30/2020):	
2. Develop a BYE Policy and Procedures Manual (PPM)	Completion Date
	6/30/2019
Quarter 1 status report (12/31/2018): Quarter 2 status report (3/31/2019): Quarter 3 status report (6/30/2019): Quarter 4 status report (9/30/2019): Quarter 5 status report (12/31/2019): Quarter 6 status report (3/31/2020): Quarter 7 status report (6/30/2020): Quarter 8 status report (9/30/2020):	

3. Increase Work Search Verification Unit staff	Completion Date 3/31/2019
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
4. Implement the Nonmonetary Determinations and Appeals Decisions SIDES exchange	Completion Date 3/31/2020
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
5. Revise Request for Separation Letter	Completion Date 3/31/2019
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p>	

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

6. (Enter next milestone here)

Completion Date

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

7. (Enter next milestone here)	Completion Date
Quarter 1 status report (12/31/2018):	
Quarter 2 status report (3/31/2019):	
Quarter 3 status report (6/30/2019):	
Quarter 4 status report (9/30/2019):	
Quarter 5 status report (12/31/2019):	
Quarter 6 status report (3/31/2020):	
Quarter 7 status report (6/30/2020):	
Quarter 8 status report (9/30/2020):	

SQSP Corrective Action Plan (CAP) Excel Workbook Reporting Format Instructions

1. This Excel workbook will be used by states for developing their biennial SQSP submission and for reporting updates to the specific milestones and performance each quarter. The intent is to capture the state's cumulative performance data for each deficient measure in one document.
2. The Excel workbook has an embedded hyperlink to assist states in reporting their target and actual performance level.
3. States should complete each tab in this SQSP CAP Workbook for each measure listed by program area. The workbook is state-specific and includes individual worksheets with the measures that resulted in a required CAP. Each state will receive only the number of worksheets necessary to complete their required CAPS and Integrity Action Plan (IAP). States should work in partnership with their ETA Regional Office if assistance or training on this new submission method is needed.
4. Similar Performance Measures have been grouped together so that only one CAP will be required for these measures. ie: (First Payment Timeliness Measures, Lower Authority Appeals Promptness Measures)
5. Each tab has been divided into the following three sections:
 - A. Measure/Program Area and Performance Level
 - B. Corrective Action Plan Summary
 - C. Milestones

Measure/Program Area and Performance Level

7. Each measure and program area the state is expected to address is pre-filled in each workbook as well as the "CAP based on performance level" that did not meet the Federal criteria. States should enter the target performance level (by quarter) they anticipate will result from the completion of the planned corrective action plan (CAP) and milestones. States shall report the actual performance levels achieved each quarter in the quarterly updates. For further details on target/actual performance data, see the worksheet labeled "Performance Levels."

Corrective Action Plan Summary

8. The summary must address each deficient performance measure as described in ET HB 336, Chapter I, in the space provided. It must explain the reason for the deficiency, provide a description of the specific actions/activities planned to improve performance, and a plan for monitoring and assessing accomplishments of planned actions for each CAP. The worksheet can be expanded to allow for additional space.
9. Enter an X in the appropriate box if the desired performance improvements will not be accomplished by the end of the fiscal year for which the plan is in effect.
10. ETA Regions will provide technical assistance to states in developing the biennial SQSP in the Excel format.

Milestones

11. States must list specific milestones (key correction action or improvement activities) and the completion date for each milestone in the space provided. Milestones must be established for each element of the state's CAP and be of sufficient number and frequency to oversee and assess their progress during the 2-year cycle. A completion date for each milestone should also be entered by selecting a date from the drop down box.
12. Quarterly Update: States must provide a quarterly update for each milestone in the space provided, including the actual performance level attained at the end of the quarter. The update should describe if the milestone was completed as scheduled or explain if the milestone was not completed as scheduled. States should explain if the milestone was not completed as scheduled and submit a new target completion date. The workbook can be expanded to allow for additional characters in the milestone section. See Performance Levels worksheet for definition of actual performance.

Guidelines for Recording Performance Levels in SQSP

The purpose of the "Target Performance Levels" (PPLs) is for states to reflect the performance milestones they anticipate will result from the completion of the planned corrective action plan (CAP) and milestone activities. For SQSP purposes, these guidelines –

- Define the "current" performance level,
- Explain how states should estimate the "target" performance level,
- Explain how to calculate the "actual" performance level, and

Performance Levels

The "CAP Based on Performance Level" is defined as the performance level achieved at the end of the measurement period for the specific measure. The performance level will be listed numerically or listed as Pass/Fail (i.e. Tax Quality, Data Validation, etc). A majority of the core measures are based on 12 months of performance from April 1- March 31, while others measures may be based on the IPIA year or calendar year. The "measurement period" for each measure is listed in Attachment A of the annual SQSP UIPL. This performance level does not change during the SQSP period and will be pre-filled by the Regional Office.

The Target Performance Level (TPL) is defined as the 12-month cumulative performance level the state expects to achieve by each quarter ending date in line with the CAP and milestone activities. States should estimate the TPL based on all the known factors at the time the CAP is submitted. At the time the SQSP is submitted, the most recent two quarters of actual data are available and should be used to estimate the TPL. For example, if the SQSP is submitted in August, the state should use actual data available from the previous 12 months to project levels during the new SQSP period. The TPL should be attainable based on the milestone achievements and should reflect incremental improvements from quarter to quarter. If the TPL is changed during the SQSP period, the state should include an explanation as to why the goal was changed in the quarterly SQSP update.

The Actual Performance Level (APL) is defined as the actual 12-month cumulative performance met as of the quarter ending date. For example, for the first quarter report (quarter ending 12/31/2017), the APL should be the cumulative performance achieved from January 1, 2017 - December 31, 2017. For the second quarter report (quarter ending 3/31/2017), the APL should be the cumulative performance achieved from April 1, 2016 - March 31, 2017. Several of the actual performance levels can be found using the link at the bottom of the page or by tracking agency performance internally. If the APL for a measure cannot be found, please contact your Regional Office for assistance.

Nonmonetary Determination Quality

State: District of Columbia				Federal Fiscal Year: 2019-2020 SQSP Corrective Action Plan & Progress Report							
Back to Biennial Overview 2019		Back to Alternate Overview 2020		Instructions							
Performance Measures	ALP	CAP Based on SQSP 2019 Performance Level	State's Target/Actual Performance	12/31/2018 Quarter 1	3/31/2019 Quarter 2	6/30/2019 Quarter 3	9/30/2019 Quarter 4	12/31/2019 Quarter 5	3/31/2020 Quarter 6	6/30/2020 Quarter 7	9/30/2020 Quarter 8
Nonmonetary Determination Quality - Separations	≥ 75%	73.28%	Target	75.0%	75.0%	77.0%	77.0%	80.0%	80.0%	82.0%	84.0%
				Actual							

Regional Office Comments in cell below:

Corrective Action Plan Summary:
 The Summary must provide:

A. The Reason for the deficiency.
 By reviewing the Benefits, Timeliness and Quality (BTQ) Summary and Recommendations data report provided quarterly by the BAM unit, the Quality Assurance (QA) Unit has worked in conjunction with the Separations Unit supervisor to identify the following causes of performance failures in Nonmonetary Determination Quality - Separations (NMDQ-S):
 (1) The lack of attempts to obtain rebuttal statements.
 (2) The lack of fact finding details leading to unsupported determinations.
 (3) Failure to make and document reasonable attempts to obtain separation information.

B. Provide a description of your "Plan-Do-Check-Act" corrective action plan which will be undertaken to achieve the acceptable level of performance. Examples of major actions and activities; aka, Milestones, include IT requirements, business process analysis, training, implementing process improvements, measuring effectiveness, etc. Please include a description of these actions/activities in each stage of your "Plan-Do-Check-Act" corrective action plan.
 To address the identified causes of performance failure, the District will create a Policy and Procedures Manual. This manual will outline how specific separation scenarios should be adjudicated to ensure all eligibility determinations are consistent throughout the unit and provide detailed guidance on how to resolve complex issues that have historically been resolved inconsistently from examiner to examiner. The Separations Unit manager has identified twenty-four (24) scenarios that currently do not have a standard procedure for resolution. Procedures will be developed for these scenarios and disseminated to staff members as they are completed. The goal is to complete six (6) each quarter, beginning with the most common, and continuing with an additional six (6) each quarter until all scenarios have been addressed. As further scenarios are identified, they will be added to the manual as well.

In addition to the manual outlined above, the Separations Unit Manager will develop an Individual Performance Plan for all claims examiners which will include one to three objectives that focuses directly on quality. Claims examiners who continue to fall short of the target ALP will be placed on a Performance Improvement Plan (PIP) that could lead to reassignment, reduction in grade, or removal.

C. If a plan was in place the previous year, an explanation of why the actions contained in that plan were not successful in improving performance; and, an explanation of why the actions now specified will be more successful.
 The plan outlined in the District's FY 2017-2018 Biennial SQSP resulted in a substantial performance improvement from 67.1% in performance year 2016 to 82.2% in performance year 2017. Due to this performance improvement, the District exceeded the ALP and was not required to develop a Corrective Action Plan (CAP) for the FY 18 Alternate SQSP. Unfortunately, the District's performance in this measure declined during performance year 2018 down to 73.3%, narrowly falling short of the target goal by less than two percentage points. The District believes this performance drop can easily be remedied through a strengthened focus on training and guidance for claims examiners. Through the creation of a new Policy and Procedures Manual and revamped Individual Performance Plans, the District expects to yield an increase in NMDQ-S to a consistent acceptable level of performance.

D. A brief description of plans for monitoring and assessing accomplishment of planned actions and for controlling quality after achieving performance goals.
 The QA Manager and the Separations Unit manager will assess the success of each of the planned actions by evaluating claims examiner performance on a weekly basis during the Internal Quality Review (IQR) and quarterly after receiving the BTQ Summary and Recommendations data report from the BAM unit. Based on these results, the QA unit will modify the above actions as necessary. Once the District is meeting our performance goal, the improvement will be sustained through consistent monitoring by the QA unit and constant enforcement by the Separations Unit manager.

NOTE: Enter an "X" in the box to the right if the desired improvements will not be accomplished by the end of the current fiscal years (the two consecutive fiscal years for which the plan is in effect).
 Summarize, below, the major actions remaining to be taken in subsequent fiscal years and include a projected completion date as to when the performance goal will be achieved.

--

Milestones	
1. Create and continually update a Policy and Procedures Manual	Completion Date 12/31/2018

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

2. Develop individual performance plans for all claims examiners specifically tailored to the quality of final determinations

Completion Date

12/31/2018

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

3. (Enter next milestone here)	Completion Date 12/31/2018
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
4. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
5. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p>	

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

6. (Enter next milestone here)

Completion Date

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

7. (Enter next milestone here)	Completion Date
Quarter 1 status report (12/31/2018):	
Quarter 2 status report (3/31/2019):	
Quarter 3 status report (6/30/2019):	
Quarter 4 status report (9/30/2019):	
Quarter 5 status report (12/31/2019):	
Quarter 6 status report (3/31/2020):	
Quarter 7 status report (6/30/2020):	
Quarter 8 status report (9/30/2020):	

Tax Quality

State: District of Columbia				Federal Fiscal Year: 2019-2020 SQSP Corrective Action Plan & Progress Report							
Back to Biennial Overview 2019		Back to Alternate Overview 2020		Instructions							
Tax Quality (Part B)	The same tax function cannot fail for 3 consecutive years	Status Successor	Target	12/31/2018 Quarter 1	3/31/2019 Quarter 2	6/30/2019 Quarter 3	9/30/2019 Quarter 4	12/31/2019 Quarter 5	3/31/2020 Quarter 6	6/30/2020 Quarter 7	9/30/2020 Quarter 8
			Actual								
			F	F	F	F	F	P	P	P	

Regional Office Comments in cell below:

Corrective Action Plan Summary:
The Summary must provide:

A. The Reason for the deficiency.
The TPS Review did not find an assurance of quality for the New Employer Successor Status Determination for the review period. Due to inaccuracies in employer data, eight (8) Acceptance Samples cases failed the review for Successor Employer Status Determinations. These case exceptions included: Organization type, liability date, and the employer name and address included in the District's system of record did not match the information in the original source document and/or the Employer Self Service Portal (ESSP). In three cases, the successor employer's initial UI tax rate did not match the predecessors' UI tax rate.

B. Provide a description of your "Plan-Do-Check-Act" corrective action plan which will be undertaken to achieve the acceptable level of performance. Examples of major actions and activities; aka, Milestones, include IT requirements, business process analysis, training, implementing process improvements, measuring effectiveness, etc. Please include a description of these actions/activities in each stage of your "Plan-Do-Check-Act" corrective action plan.
To maintain data integrity, the District Unemployment Tax Accounting System (DUTAS) has been programmed to generate a weekly report of the following Status functions that are received for employer accounts: New Registrations, Activations/Reactivations, Employer Succession and Inactivation Reversals. This report is reviewed weekly by program stakeholders to ensure all processes are performed in accordance with internal established procedures and guidelines. This review allows for the identification of deficiencies and provides the Tax Unit with an opportunity to address these matters and make the proper corrections to mitigate findings during a review. When performance deficiencies are identified, training and review are provided to the examiner that originally executed the assignment.

C. If a plan was in place the previous year, an explanation of why the actions contained in that plan were not successful in improving performance; and, an explanation of why the actions now specified will be more successful.
In the previous review year, the Successor function had 24 cases that did not meet internal procedures, and the TPS reviewer could not assure internal controls were in place. These failures were attributable to a lack of data integrity within DUTAS and ESSP compared to the original source document provided by the employer. During this review year, the TPS reviewer identified 8 cases that did not adhere to internal procedures and guidelines. None of these cases were determined to have failures attributed to the same factors that caused the 24 failures during the previous TPS review year. The District anticipates that the new, modified processes will address the performance factors identified during the 2017 TPS Review.

D. A brief description of plans for monitoring and assessing accomplishment of planned actions and for controlling quality after achieving performance goals.
The Tax Division will assign a Supervisory Tax Examiner/designee to each milestone and hold monthly meetings to review the progress.

NOTE: Enter an "X" in the box to the right if the desired improvements will not be accomplished by the end of the current fiscal years (the two consecutive fiscal years for which the plan is in effect). Summarize, below, the major actions remaining to be taken in subsequent fiscal years and include a projected completion date as to when the performance goal will be achieved.

Milestones	
1. Revision of the Quality Assurance Review for the Status Successor function	Completion Date 12/31/2019

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

2. Ongoing quarterly staff training on areas that are discovered during the internal quality review

Completion Date

12/31/2019

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

3. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
4. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p> <p>Quarter 7 status report (6/30/2020):</p> <p>Quarter 8 status report (9/30/2020):</p>	
5. (Enter next milestone here)	Completion Date
<p>Quarter 1 status report (12/31/2018):</p> <p>Quarter 2 status report (3/31/2019):</p> <p>Quarter 3 status report (6/30/2019):</p> <p>Quarter 4 status report (9/30/2019):</p> <p>Quarter 5 status report (12/31/2019):</p> <p>Quarter 6 status report (3/31/2020):</p>	

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

6. (Enter next milestone here)

Completion Date

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

7. (Enter next milestone here)

Completion Date

Quarter 1 status report (12/31/2018):

Quarter 2 status report (3/31/2019):

Quarter 3 status report (6/30/2019):

Quarter 4 status report (9/30/2019):

Quarter 5 status report (12/31/2019):

Quarter 6 status report (3/31/2020):

Quarter 7 status report (6/30/2020):

Quarter 8 status report (9/30/2020):

UI Integrity Action Plan (IAP)

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[Back to Alternate Overview 2020](#)

State	Federal Fiscal Year	Accountable Agency Official(s):	
District of Columbia	2019	Saran Baker (Supervisory Claims Examiner, BPC) Helen Foster (Supervisory Claims Examiner, BPC)	
	Top Three Root Causes (Calendar Year 2017) https://www.dol.gov/general/maps/data	Calendar Year 2016 (% of \$ Overpaid)	Calendar Year 2017 (% of \$ Overpaid)
Root Cause #1:	Benefit Year Earnings	64.95%	41.78%
Root Cause #2:	Work Search	10.96%	22.19%
Root Cause #3:	Separation Issues	5.00%	13.93%

Summary: (Provide a summary of the plan that the state has designed. The summary should include outreach efforts planned by the agency to inform all UI and workforce staff, and employers of the strategic plan to ensure everyone understands the importance of maintaining program integrity.)

The prevention, detection, and recovery of UI improper payments are at the forefront of DOES' priorities. The District's improper payment rate has consistently been reduced in recent years, decreasing from 16.73% in calendar year ending 12/31/2016 to 12.07% in the most recent recorded 12 month period ending 3/31/2018. We credit this success to the implementation of numerous tactical strategies that have been created and developed in previous Integrity Action Plans. To continue addressing the root causes for improper payments, the District has devised a strategic plan to attack each cause individually and as a whole.

To address Benefit Year Earnings (BYE), the District will implement a new strategy to target employers through the "Integrity Matters" initiative, develop a BYE Policy and Procedures Manual (PPM), and have all Work Search unit, Separations unit, and new BPC staff members attend the NASWA Basic Fraud Investigation training by 2020.

To address Work Search, the District will strengthen and restructure the Work Search Verification Unit and utilize the newly launched Defend Integrity Initiative Virtual Classroom.

To address Separation Issues, the District will increase employer outreach by revising the Request for Separation Information Letter and implementing the Nonmonetary Determinations and Appeals Decisions SIDES exchange.

By instituting this plan and ensuring full acknowledgement by internal staff members and the employer community, the District is confident that positive results will be yielded as we aggressively move toward lowering our improper payment rate.

Instructions for the following section: In each individual section below, enter a Root Cause, from above, and the top three focused Strategies that will be employed to correct or reduce this cause of overpayments. An additional line is available in each section to include other significant strategies that target the root cause.

Root Cause #1: Benefit Year Earnings

Strategies	Actions	Targets & Milestones	Resources

<p>1. "Integrity Matters" Initiative</p>	<p>The "Integrity Matters" initiative will identify employers with the highest number of overpayments established and non-responses to separation and wage request information. An outreach plan will be developed to educate, train and implement overpayment prevention and detection activities, and an Employer Failure to Report pamphlet will be created outlining the top five reasons employers should respond to separation and wage request information timely. A written agreement will also be established between DOES and the top 10 employers with the highest improper payment rates agreeing to provide written information to new hires that contains detailed information on UI eligibility requirements and instructions on when to stop certifying for benefits.</p>	<p>QE 12/31/18: Complete a detailed strategy for the "Integrity Matters" initiative. QE 3/31/19: Launch the "Integrity Matters" initiative. QE 6/30/19: Track the initiative. QE 9/30/19: Evaluate the initiative to determine if changes need to be made. QE 12/31/19: Begin expanding the initiative to additional employers. QE 3/31/20: Launch the expansion of the initiative. QE 6/30/20: Evaluate the expansion of the initiative. QE 9/30/20: Rollout the initiative to all District employers.</p>	<p>Managers, Staff, Office of Public Affairs (OPA), General Council, budget allocation for marketing materials</p>
<p>2. Develop a BYE Policy and Procedures Manual (PPM)</p>	<p>The Benefit Year Earnings (BYE) Policy and Procedures Manual (PPM) will address continuity of procedures for compliance and administrative capacity building. The manual will also provide a model for business process analysis and improvement across all program integrity measures.</p>	<p>QE 12/31/18: Develop project timeline to complete the manual and identify business processes that need to be included. QE 3/31/19: Develop a draft of the manual for review and approval. QE 6/30/19: Distribute the manual to UI managers for use and develop a business process to receive updates.</p>	<p>Managers, Staff</p>
<p>3. Attend the NASWA Basic Fraud Investigation training</p>	<p>The District will exemplify "Everyone Owns Integrity" by having staff attend the NASWA Basic Fraud Investigations Training.</p>	<p>QE 12/31/18: Work with NASWA to schedule onsite training for the District or attend another state's session. QE 3/31/19: Begin sending staff to NASWA training sessions. QE 12/31/20: All staff members in the identified units will have completed training.</p>	<p>Managers, Staff, Travel funding</p>
<p>Additional:</p>			
<p>Root Cause #2: Work Search</p>			
<p>Strategies</p>	<p>Actions</p>	<p>Targets & Milestones</p>	<p>Resources</p>

<p>1. Increase Work Search Verification Unit staff</p>	<p>The District will strengthen the Work Search Verification unit by onboarding three (3) FTEs and one (1) contract staff member to conduct regular Work Search verifications and issue warning letters and disqualifying determinations.</p>	<p>QE 12/31/18: Transition four (4) new staff members to support the Work Search Verification unit. QE 3/31/19: Complete training of new staff members. QE 6/30/19: Review and track performance of the new staff members. QE 9/30/19: Monitor the impact of the Work Search Verification unit on the improper payment rate.</p>	<p>Managers, Staff</p>
<p>2. Defend Integrity Initiative Virtual Classroom</p>	<p>The Defend Integrity Initiative is an interactive and technological effort to reduce fraud and expand the reach and delivery of in-depth UI information to all claimants. Utilizing Adobe Connect software, the Defend Integrity Initiative conducts virtual classroom sessions to instruct UI claimants on how to complete the weekly continued claim form for unemployment benefits. The initiative began in May 2018.</p> <p>Educational sessions are hosted bi-weekly for a selection of new claimants outlining the requirements for seeking work, reporting earnings and disclosing a return to work. The class features a twenty minute informational video, and a question and answer session with responses provided by staff members in real time. Since its launch, the Defend Integrity Initiative has had over 500 claimants in attendance, with 91% of them responding positively to the post-session survey.</p>	<p>QE 12/31/18: Completion of the online initiative; transition to onsite delivery of the training. QE 3/31/19: Maintain onsite delivery and determine continuous improvement efforts. QE 6/30/19: Continuous improvement and delivery of the initiative.</p>	<p>Managers, Staff, Vendor time/production</p>
<p>3</p>			
<p>Additional:</p>			
<p>Root Cause #3: Separation Issues</p>			
<p>Strategies</p>	<p>Actions</p>	<p>Targets and Milestones</p>	<p>Resources</p>
<p>1. Revise the Request for Separation Information Letter</p>	<p>The request for separation letter sent to employers is in the process of being revised to capture expanded separation information and to direct employers to use SIDES when responding electronically.</p>	<p>QE 12/31/18: Final revisions and formatting changes will be completed. QE 3/31/19: Begin using the new Request for Separation Information form.</p>	<p>Managers, Information Technology Staff</p>

<p>2. Implement the Nonmonetary Determinations and Appeals Decisions SIDES exchange</p>	<p>Implement the Nonmonetary Determinations and Appeals Decisions SIDES exchange allowing electronic transmission of decisions regarding claimant eligibility to employers, who can respond by filing a protest or appeal.</p>	<p>QE 12/31/18: Determine the level of effort needed to implement this additional SIDES exchange and identify requirements. QE 3/31/19: Design software interfaces and identify potential risks. Research lessons learned from other states that have implemented this exchange. QE 6/30/19: Finalize requirements and begin implementation. QE 9/30/19: Development and testing. QE 12/31/19: Complete development and testing. QE 3/31/20: Implement the new exchange. QE 6/30/20: Ongoing maintenance and monitoring.</p>	<p>Managers, Information Technology Staff</p>
<p>3</p>			
<p>Additional:</p>			
<p>Root Cause Alternate Year #1:</p>			
<p>Strategies</p>	<p>Actions</p>	<p>Targets & Milestones</p>	<p>Resources</p>
<p>1 2 3 Additional:</p>			
<p>Root Cause Alternate Year #2:</p>			
<p>Strategies</p>	<p>Actions</p>	<p>Targets & Milestones</p>	<p>Resources</p>
<p>1 2 3 Additional:</p>			

Root Cause Alternate Year #3:			
Strategies	Actions	Targets and Milestones	Resources
1			
2			
3			
Additional:			



District of Columbia State Quality Service Plan Narrative FY 2019 - 2020

**Department of Employment Services
Office of Unemployment Compensation**

Mission

The District of Columbia Department of Employment Services' (DOES) mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe and effective communities. DOES provides comprehensive employment services to ensure a competitive workforce, full employment, life-long learning, economic stability and the highest quality of life for all District residents.

The mission of DOES closely aligns with the U.S. Department of Labor's (USDOL) national priorities advocating efficiency, capacity, effectiveness, integrity, performance, reemployment, transparency, accountability, communication, fiscal responsibility and customer service. DOES continually assesses performance, monitors progress and implements strategic policies and procedures to facilitate the sustained execution of our mission. All of these efforts have resulted in the majority of our performance measures having met or exceeded our targeted goals. While we recognize the positive impact of our recent advancements in the pursuit of our core mission, we continue to critically examine areas where our performance must be strengthened. The District is thankful for the ongoing technical assistance and support USDOL has provided as we explore encountered deficiencies and engage in corrective actions to effectively address areas of improvement across all program areas.

A. OVERVIEW

(1) State Priorities and Strategic Direction

Improving State Capacity to Administer and Operate the Unemployment Insurance (UI) Program Effectively

The District's UI Enhancement Project launched in April 2018 to substantially improve UI program operations and streamline business processes for optimal efficiency. The goal of the UI Enhancement Project is to augment the current UI Benefits system as a means of improving agency performance, boosting program integrity, increasing timely and accurate benefit payments, aligning administration with national policies and connecting UI claimants with reemployment services. The District's UI Enhancement Project is a key area of concentration to fully meet all federal and state performance metrics and to boost customer service delivery. The District recognizes that UI system enhancements are vital to the future success of DOES and paramount to delivering efficient services to UI customers.

In the coming years, DOES will focus on transitioning from the legacy mainframe system to modern application platforms, automating manual work processes and streamlining operational activities. The UI Enhancement project will reduce agency costs for system support and maintenance and improve customer satisfaction by migrating UI system transactions from an overnight batch cycle to new real-time online based client-server architecture.

In support of the UI Enhancement Project, communication planning by the agency is set to announce the advantages of the new platform to include: a more secure customer experience, more efficient service-delivery and a more user-friendly customer interface. The District's primary goal is to improve UI services provided to claimants and employers, strengthen the integrity of the UI program, reduce manual effort and inefficiencies and increase federal and state compliance. Complimentary to the implementation of planned enhancements, DOES will analyze, evaluate and update processes and Standard Operating Procedures (SOPs) to align with the new UI Enhancement system. This includes re-engineering business practices to identify where technical solutions may be implemented to address the need for automation and to improve workflow management.

The enhancements being implemented will improve UI operations and help to consistently refine the agency's strategic approach to meeting performance targets by identifying deficiencies and addressing barriers contributing to performance challenges. The most critical elements for the success of the District's UI Program are the immediate needs to automate existing manual processes, further standardize workflow processes, and identify staff training needs. The District plans to develop strategic training plans and restructure workflows to effectively improve UI operations and increase integrity measures. Updates to the program's SOPs consistent with the planned enhancements will further define work flow processes and contribute to the advancement of the District's UI program.

As the District moves towards full implementation of the planned UI Enhancements, the following milestones are currently slated for completion. Phase one is scheduled to deploy during the first quarter of 2019 introducing a new claimant portal for UI customers. Phase two is scheduled for completion during the first quarter of 2020 activating new agency and employer portals, along with a replacement to our antiquated system of record. By second quarter 2020, the full system is scheduled to be live and fully functional.

While the immediate focus of DOES is the UI Enhancement Project, we will continue to reach out to USDOL, the National Association of State Workforce Agencies (NASWA) and other states to discuss strategies and identify best practices to improve UI

operations. Over the next two years, the Office of Unemployment (OUC) management team plans to request technical assistance from our federal cohorts, visit partnering states and establish relationships with subject matter experts around the country to broaden our operational scope. The District believes this collaboration is necessary to pinpoint areas in need of improvement and to provide a fresh perspective highlighting strategic methods that our program may not currently be aware of. DOES will also continue employing the resources provided by the Information Technology Support Center (ITSC) when developing training plans to ensure staff members receive the appropriate UI knowledge delivered in a format that is accessible and easy to understand. By prioritizing system enhancement, collaboration and technical assistance, the District is confident we will achieve our goals of integrity, accountability and performance improvement.

Improving Prevention, Detection and Recovery of UI Improper Payments

The prevention, detection, and recovery of UI improper payments are at the forefront of DOES' priorities. The District's improper payment rate has consistently been reduced in recent years, decreasing from 16.73% in calendar year ending 12/31/2016 to 12.07% in the most recent recorded 12 month period ending 3/31/2018. We credit this success to the implementation of numerous tactical strategies. DOES conducted various issue specific training sessions over the course of the previous two performance years that included improper payment detection, issue detection, work search, able and available and ongoing eligibility issues. The District also sent nine Benefit Payment Control (BPC) unit staff members to the NASWA Basic Fraud Investigation Training in 2017. Benefit Accuracy Measurement (BAM), BPC and UI Benefits' managers continue to hold monthly meetings to address integrity issues arising from quarterly Benefits, Timeliness and Quality (BTQ) results and case reviews. Additionally, DOES continues to fully utilize the National Directory of New Hires (NDNH), State Directory of New Hires (SDNH) and APPRIS prison cross matches to prevent improper payments.

Collaboration between USDOL, BAM, and our Integrity Task Force has also played an instrumental part in our recent improvement. The strategies outlined in the District's Integrity Action Plan have yielded very positive results, with the quarterly updates ensuring constant review and revision when necessary. The District's Integrity Task Force convenes monthly to address issues related to improper payments and formulates strategies to address areas of weakness. New program initiatives are also reviewed by the Integrity Task Force team, such as the newly created Able and Available Data Collection Instrument (DCI), to assess their effectiveness.

During FY 2017, the District made great improvements in our messaging to claimants and employers stressing the importance of accuracy and timeliness in responding to requests for information and reporting earnings. BPC updated the employer Wage Audit Notices (WANs) to include messaging on how to register for the State Information Data Exchange System (SIDES), and the Claimant's Rights and Responsibilities Handbook and the Instructions for Completing the Continued Claim Form documents were updated in seven languages in January 2018. DOES also implemented a New Hire Orientation package designed to inform all new hires at DOES of the consequences associated with simultaneously working and collecting UI benefits. This package has proven to be successful and will be used as a part of the "Integrity Matters" employer outreach program for FY 2019. The District's goal is to continue providing effective outreach and educational materials pertaining to UI Benefits and fraud prevention to our customers.

The top three root causes of improper payments in the District have been identified as Benefit Year Earnings (BYE), Work Search and Separation Issues. DOES has conducted a thorough examination of these areas and formulated a plan of action to reduce improper payments attributable to each cause. Nationwide, state workforce agencies find it challenging to consistently ensure claimants discontinue claiming benefits after they have returned to work. It has also been equally challenging to encourage employers to report this information timely through the NDNH and SDNH. BYE has been the leading root cause of the District's improper payment rate for several years, but constant improvement has been observed recently. BYE was attributable to 64.95% of improper payments in the District for calendar year 2016, but a reduction down to 41.78% was seen during calendar year 2017. This successful improvement came as a result of increased claimant and employer messaging, along with refined and focused educational materials.

Moving forward, the District will implement a new strategy to target employers through the "Integrity Matters" initiative, develop a BYE Policy and Procedures Manual (PPM), and have all Work Search unit, Separations unit, and new BPC staff members attend the NASWA Basic Fraud Investigation training by 2020. The "Integrity Matters" initiative will focus on developing a targeted communication strategy for the top ten employers with high improper payment rates, and the top ten non responsive employers. The development of the BYE PPM will address continuity of procedures for compliance and administrative capacity building. This manual will include past performance, best practices, long term ideas and contingency plans to assist the identified areas of need. Lastly, the District will send staff members from all pertinent units to the NASWA Basic Fraud Investigation training in order to exemplify the "Everyone Owns Integrity" initiative. Through this enhanced training, the staff will be better educated on how to identify and address integrity related matters.

Work Search issues continue to impact the District's improper payment rate due to claimant failure to comply with work search requirements. To address this root cause, the agency plans to strengthen and restructure the Work Search Verification unit by adding four new staff members, three Full Time Employees (FTEs) and one contract staff member. By strengthening and restructuring the Work Search unit, the District will be in a better position to address work search issues that impact the improper payment rate.

Finally, the District has decided to increase employer outreach to address the Separation Issues root cause. The request for separation letter sent to employers is in the process of being revised to capture expanded separation information and to direct employers to use SIDES when responding electronically. We have also begun plans to implement the Nonmonetary Determinations and Appeals Decisions SIDES exchange to enable more rapid communication between state agencies, employers and third-party administrators. By implementing these strategies, the District expects to reduce the number of improper payments to claimants as a result of Separation Issues.

DOES is also pleased to announce the launch of the Defend Integrity Initiative Virtual Classroom in May 2018. Educational sessions are hosted bi-weekly for a selection of new claimants outlining the requirements for seeking work, reporting earnings and disclosing a return to work. The class features a twenty minute informational video, and a question and answer session with responses provided by staff members in real time. Since its launch, the Defend Integrity Initiative has had over 500 claimants in attendance, with 91% of them responding positively to the post-session survey.

The District will continue to formulate and develop current strategies from our previous Integrity Action Plan to work in tandem with the Defend Integrity Initiative and our new strategies to ensure ongoing improvement. The District is confident that these efforts will yield positive results in reducing the root causes to our improper payment rate and allow the agency to meet the Acceptable Level of Performance (ALP) by the close of this biennial State Quality Service Plan (SQSP).

Workforce Innovation and Opportunity Act (WIOA)

The District is committed to ensuring meaningful assistance is provided to UI claimants in our American Job Centers (AJCs). The District's Reemployment Services and Eligibility Assessment (RESEA) program addresses the individual reemployment needs of individuals receiving UI benefits and works to detect and prevent improper UI

payments. Program services include enrollment in the District's job bank, one-on-one coaching for developing an individual reemployment plan and assessing UI benefit eligibility. These services are provided to UI Claimants in our AJCs through a streamlined service delivery model. When filing an initial UI claim in person, individuals are offered the opportunity to work with an on-site Workforce Development Specialist (WDS) who provides extensive assistance with training and employment services. From the moment an individual files a claim all the way until reemployment, WDS and UI staff members work collectively to ensure meaningful assistance is provided.

The coordination of UI and employment services is essential to ensure an integrated approach to reemployment service delivery. WIOA strengthens the connectivity between the delivery of employment services to UI claimants and maximizes the opportunities for claimants to return to employment as quickly as possible. DOES continues to ensure a comprehensive service delivery model is available to all UI claimants visiting an AJC. RESEA sessions are scheduled and conducted weekly at selected locations, where individuals are directly introduced to all the employment services offered. Additionally, UI claimants have access to a comprehensive service delivery model that goes far beyond UI and helps re-connect them with employment. Employment services can also be accessed online by UI claimants through the DC Networks platform. When visiting an AJC, UI claimants are connected with a WDS who assists with accessing employment services, including job search assistance, occupational and skills training, career development workshops, labor market information, and other supportive services. AJC center managers also regularly conduct scheduled meetings, identifying best practices and addressing challenges in real-time.

An additional emphasis of WIOA is a greater integration of the services available to Wagner-Peyser employment services participants and UI claimants who have been identified as a participant in UI reemployment services. To file a claim, all claimants must register in DC Networks to receive UI benefits, and by enforcing this requirement, DOES is able to streamline communication and provide information on all services available to claimants. Wagner-Peyser funding allows DOES the flexibility to provide an array of services to UI claimants, such as resume writing, interviewing skills, job search assistance, and other professional development workshops that enhance the necessary skills required for reentry into the workforce.

Reemployment of UI Claimants

DOES is the sole administrator of the RESEA program in the District. The primary

purpose of the RESEA program is to assess the continued eligibility of claimants for UI benefits and provide those claimants with reemployment services and referrals to training when warranted. Like many states, the District has struggled to meet the ALP in the Facilitate Reemployment measure, falling 4.2% short of the intended goal during performance year 2018. In spite of the existing challenges, the District is constantly developing and refining new strategies to provide UI claimants with the appropriate level of service to aid in their pursuit of reemployment.

DOES has recently modified the RESEA appointment notices to include pre-appointment notifications. The notifications outline the details of the RESEA program and contain instructions for claimants about their first appointment date. Claimants also receive information about the additional resources and forms available on the DOES website, such as the comprehensive section for job seekers, the work search log and the Claimant's Rights and Responsibilities Handbook.

In addition to modifying the RESEA appointment notification, Workforce and UI have developed a process to track referral services for UI claimants more accurately. This procedure enables Workforce to share and monitor all referral activity with UI easily and efficiently. The creation of this formal referral process includes data supporting referral outcomes which provides support to UI in their decision to interrupt benefits if a claimant does not complete all required RESEA activities.

Under the new procedure, a Workforce or UI staff member completes the Universal Partner Referral Form, capturing the UI claimant's demographic information, referring party and referral destination, the UI claimant's goal(s) and requested services. Once complete, the Universal Partner Referral Form is uploaded to the system and attached to the UI claimant's account profile for future reference. For reporting purposes, all referrals are tracked in the system by designated activity codes which indicate where the claimant is being referred from and/or referred to. If referring partners do not have access to this system, the referral form will be forwarded to a designated AJC staff member for uploading and assignment of all relevant referral activity codes.

Currently, a gap has been identified in the process for inputting referral codes, resulting in a large number of referrals not being captured in the system accurately. To remedy this situation, all Workforce staff members will be retrained on the importance of coding all interactions consistently and accurately, and AJC managers will verify the completion of this process on a continuing basis. By tightening up this process, the District will have more precise data to assess and base future strategies upon.

With the customer always at the center of the process, UI, Workforce and all other partners will refer, co-enroll and communicate with each other in an effort to deliver an

integrated, unduplicated and individualized service plan that appears seamless to the customer. UI and Workforce managers will meet biweekly to discuss the integration of services to maximize the outreach and reemployment services that can be offered to UI claimants. The quarterly Facilitate Reemployment metric has become a core part of our continued examination of information that is shared between systems and the strategic efforts we plan to implement to help UI claimants utilize the services offered by the Workforce program. Moving forward, discussion of the referral process for review and enhancement will be a permanent agenda item at all partner meetings.

Addressing Worker Misclassification

Dating back to the implementation of the Effective Audit Measure (EAM), the District had not passed this performance mandate prior to 2015. In the subsequent three (3) calendar years, the District has surpassed the EAM. As a result of our successful execution of the audit program, the District has been afforded the opportunity to provide best practices to the Regional Office and other states.

The Field Audit Unit tracks the trends of misclassified industries that operate in the District by targeting audits toward employers that have continuously had monetary redeterminations during the previous audit year and employers that have had large reductions in reported wages compared to historical reporting data. These efforts have allowed the District to have a high amount of change audits and capture increased misclassifications.

The Field Audit Unit is dedicated to addressing the national priority of worker misclassification in the District by enforcing existing regulations and standards as a means of proper protection for the wage replacement of the District's claimant population. By addressing misclassifications as an enforcement technique, the District has been able to stimulate the UI Trust Fund to historic levels, maintain solvency and provide gradual Maximum Weekly Benefit Amount increases to District workers annually.

(2) Past Performance and Expected Future Performance

Core Measures

Non-monetary Determination Quality – Separations

Tax Quality (Part B)

Programs

BAM Operations Compliant

Incorrect Recording of Issue Detection Date

Core Measures

Non-Monetary Determination Quality – Separations

The District's performance on the UI Performs Core Measure of Non-monetary Determination Quality – Separations (NMDQ-S) in the preceding performance year resulted in an outcome of 73.3%, narrowly falling below the established ALP standard of 75.0%. The District has demonstrated continued improvement in this core measure over the previous four performance years, going from an outcome of 61.9% in performance year 2015 to surpassing the ALP in performance year 2017 with an outcome of 82.2%.

In assessing performance year 2018 and reviewing data provided by BAM, three factors have been identified as the root causes for our slight decline in this measure: 1) Lack of attempts to obtain rebuttal statements; 2) Insufficient fact finding/questioning; and 3) Reasonable attempt failures. To address these issues, the District will create a Policy and Procedures Manual. This manual will outline how specific separation scenarios should be adjudicated to ensure all eligibility determinations are consistent throughout the unit and provide detailed guidance on how to resolve complex issues that have historically been resolved inconsistently from examiner to examiner. The Separations Unit manager has identified twenty-four (24) scenarios that currently do not have a standard procedure for resolution. Procedures will be developed for these scenarios and disseminated to staff members as they are completed. The goal is to complete six (6) each quarter, beginning with the most common, and continuing with an additional six (6) each quarter until all scenarios have been addressed. As further scenarios are identified, they will be added to the manual as well.

In addition to the manual outlined above, the Separations Unit Manager will develop an Individual Performance Plan for all claims examiners which will include one to three objectives that focuses directly on quality. Claims examiners who continue to fall short of the target ALP will be placed on a Performance Improvement Plan (PIP) that could lead to reassignment, reduction in grade, or removal.

The Benefits Division management team will evaluate the success of each of the planned

actions quarterly. By providing added support and focus on claims examiner performance and instituting the new Policy and Procedures Manual, the District anticipates that we will meet and exceed the ALP in this core measure for the upcoming performance year and sustain our success into the future.

Tax Quality (Part B)

The District failed to pass the Status Successor function during Tax Performance System (TPS) performance years 2016 and 2017. Deficiencies during the previous year were due to a failure to confirm reasonable assurance of quality for internal controls. While significant improvements have been made by adding more operational reviews and efficiencies, 24 cases of the 60 reviewed were found to not follow practices outlined in standard operating procedures and policies. Additionally, 8 of the 60 samples reviewed during the 2017 TPS review failed because reasonable assurance could not be confirmed. The failures during 2017 were attributable to a lack of data integrity within the District Unemployment Tax Accounting System (DUTAS) and the Employer Self Service Portal (ESSP) compared to the original source document provided by the employer. Issues concerning the proper application of the UI tax rate with successor and predecessor employers were also discovered.

The District has worked closely with our system support vendors to redesign internal processes to drive program performance in a positive direction. Weekly reports have been developed to track the successor relationships established, and these transactions are reviewed by the Status Unit's lead examiner. The District believes that the redevelopment of identified software systems procedures and the completion of periodic quality reviews will result in the passing of the Status Successor function for Tax Quality B by the end of performance year 2020.

Programs

BAM Operations Compliant

On May 1, 2014, the ETA Region 2 office expressed concern about whether BAM staff positions were merit staff. All non-career service BAM positions in the District are currently merit staff, except for the BAM Supervisor position. Due to the Management Supervisory Service (MSS) status of this position, established pursuant to the DC Merit Personnel Act, the District believes no change in status can occur. The

Agency's General Counsel submitted a letter to USDOL in regards to this matter, and is currently awaiting a response.

During FY 2017, BAM worked extensively with DOES OIT staff and OnPoint Technologies to determine the reason for the continued variance seen in the Monetary and Nonseparations categories of the Comparison Report. In June 2018, DOES OIT staff finished re-writing the BAM Extract programming, as research revealed the computer programming was not aligned with ET Handbook 395. On June 27, 2018, the new program was implemented successfully. BAM and OIT are awaiting the end of third quarter 2018 to obtain final statistics.

The BAM Supervisor has also reviewed staff investigative procedures to identify the root causes of performance failure. Four main reasons for deficiency were found: a lack of understanding of how to apply BAM procedures, careless work performance, misapplication and misunderstanding of coding instructions in the ET Handbook 395 and coding inconsistency among investigators.

To address these causes, various new training tools and procedures will be implemented. A double case review process of each case has already been instituted, effective August 27, 2018. The BAM Supervisor and BTQ Lead/BAM Investigator will conduct independent reviews of each BAM Investigator's cases in an effort to ensure accurate case coding and that BAM procedures are being followed. Beginning September 17, 2018, weekly individual meetings will be held with each investigator to monitor case status. The goal will be for investigators to close their cases earlier, leaving more time for accurate case coding and case review.

Additionally, two new team meetings, BAM Table Discussions and Case Staffing, are being implemented to assist BAM Investigators with receiving training on BAM case coding and procedures as required by ET Handbook 395. BAM Table Discussions will be a bi-weekly meeting, beginning September 19, 2018, and will focus on a particular coding section by case type with all BAM Investigators actively participating and explaining their choice of coding, along with supporting documentation, if needed. This meeting is intended to address the misunderstanding and misapplication of coding instructions and to develop consistent coding among all Investigators. Case Staffing will be a weekly meeting to act as peer-to-peer training by requiring an Investigator to share something that was learned while conducting an investigation and to gain feedback on problematic cases. Investigators will be required to present their case and to describe the issue and possible solutions. This meeting will begin at the conclusion of BAM Table Discussions, as once Investigators have a sufficient knowledge base, they will be better equipped to provide accurate feedback to one another.

Incorrect Recording of Issue Detection Date

For FY 2015-2016, the District saw a considerable increase to this measure from FY 2014-2015; increasing from 72.17% to 81.51%, respectively. At the start of SQSP 2017, the District's measurement for the Improper Recording of Issue Detection Date was 81.51%. At the start of the Alternate Year SQSP 2018, the District was measuring at 93.01% in this area, falling just short of the ALP of 95%. Moving into the start of SQSP 2019, the District has again failed to attain the ALP in this measure.

By reviewing the quarterly BTQ summary and recommendations provided by the District's BAM unit, we have determined that implementing a system modification to allow claims examiners to specify the issue detection date upon manually creating an issue on a claim is vital to meeting this measure. Currently, the issue detection date is assigned to the date the issue is established in the system, with no ability for change. Staff members strive to create issues as soon as evidence is received by the agency, but doing so is not always possible. By adding this capability to the system, the issue detection date can still be captured correctly even if staff members are unable to create the issue on the date the agency has received the information. This functionality is currently scheduled to be added to the District's UI Enhancement Project, with an anticipated deployment date by the beginning of calendar year 2020.

In the interim, the District has identified other program areas that can immediately be improved and modified to help strengthen our performance in this measure. Staff will begin uploading a scanned copy of envelopes for documentation received via mail so post mark dates can be noted and tracked. Additionally, all correspondence that does not automatically have the receipt date printed on the document will now be date stamped. Finally, staff members will continue to receive training on the definition and identification techniques of issue detection, with a focus applied to our Validations Unit and staff members that process missed RESEA session appointments. Through incorporation of these added tracking procedures, the District will be in a better position to capture accurate issue detection dates.

B. FEDERAL EMPHASIS (GPRA GOALS)

GPRA Goal	GPRA Targets	Performance Level as of 3/31/2018
First Payment Promptness (Intrastate 14/21 Days)	87.0%	91.56%

Detect Benefit Overpayments	54.5%	67.81%
Establish Tax Accounts Promptly	89.0%	80.22%

Actions Planned to Achieve Government Performance Results Act (GPRA) Goals and Targets

Establish Tax Accounts Promptly

The District has made tremendous strides over the last four (4) years to improve performance relative to the USDOL ETA Core Measure of establishing employer accounts timely, resulting in our exceeding the ALP for three (3) consecutive years. In 2014, the District fell below the ALP with a performance outcome of 67.9%. This deficiency resulted from data transmission errors that occurred during the implementation of ESSP. ESSP and the District’s system of record, DUTAS, experienced data transmission errors that impacted the timeliness of registration information being credited to DUTAS from ESSP.

The District has since corrected these errors by modifying processes and simplifying how District employers register their accounts. In 2015 and 2016, the District exceeded the ALP by maintaining compliance in the 70th percentile for those years. In the most recent performance year, the District is pleased to state that we achieved ALP compliance in the 80th percentile (80.2%).

The District’s due diligence in educating the employer community on their tax obligations and partnering with local agencies to exchange information and data files identifying potential negligent employers has aided in the continued upward increase in the District’s performance for New Employer Status Determinations. As the revised internal processes become more familiar to UI staff members, technical partners and the employer and third-party agent community, the District anticipates moving closer to surpassing the GPRA goal during the next review year.

C. PROGRAM REVIEW DEFICIENCIES

During fiscal years 2017 and 2018, to date, a number of internal and external Federal program reviews were conducted on behalf of the District. These reviews include the

Comprehensive Annual Financial Report (CAFR), Single Audit A-133, Data Validation (DV), BAM, TPS, BPC and USDOL Monitoring Review. All program reviews were conducted timely and in accordance with USDOL Federal rules and regulations. No deficiencies were highlighted for the CAFR, Single Audit A-133, DV, BAM, BPC or USDOL Monitoring Review. However, during the 2017 TPS program review, all functions passed with the exception of the Status Determination Successor component.

D. PROGRAM DEFICIENCIES

During the 2017 TPS Status Determination function program review, the New Employer component was remediated and passed the annual assessment. However, the Status Determination Successor component has not been corrected, and the deficiency has remained during the fiscal year 2017 and 2018 program reviews, as conducted by the District of Columbia.

E. REPORTING REQUIREMENTS

During fiscal years 2017 and 2018, the District adhered to the timely transmittal of all Unemployment Insurance Required Reports (UIRR). In accordance with the ETA 401 Handbook, the following quarterly reports, as instructed, are due the 15th day of the month following the quarter to which the data relates. However, it is the District's understanding as also referenced in the Handbook that when the noted due date falls on a national holiday or weekend, the due date becomes the next business day. For example, during the fiscal year 2017 and 2018 reporting period, the following reports are subject to this rule:

ETA ar207

Report Period	ETA 401 Handbook Due Date	SUN System Due Date	Mail Date	Status
12/31/2016	01/15/2017	01/17/2017	01/09/2017	Prompt
03/31/2017	04/15/2017	04/17/2017	04/06/2017	Prompt
06/30/2017	07/15/2017	07/17/2017	07/17/2017	Prompt
09/30/2017	10/15/2017	10/16/2017	10/16/2017	Prompt
12/31/2017	01/15/2018	01/16/2018	01/16/2018	Prompt
03/31/2018	04/15/2018	04/16/2018	04/11/2018	Prompt
06/30/2018	07/15/2018	07/16/2018	07/09/2018	Prompt

The above reference chart was taken directly from the SUN System, which validates the accuracy of report timeliness, along with accounting for the system's programming

protocols specific to holidays and weekend reporting restrictions.

Additionally, with regards to the ETA 9048, the District received a discontinuance email from the Regional Office point of contact, effective May 11, 2016.

F. CUSTOMER SERVICE SURVEYS

DOES continues to be committed to delivering the highest quality customer service possible. Customer feedback is consistently prioritized as an avenue for our office to identify areas that we excel and areas that need improvement. The Office of Unemployment Compensation has an ongoing internal quality assurance and control program that includes the weekly dissemination of a customer service survey to claimants via email, with feedback monitored and tracked on a monthly basis. Based on the customer responses, we are able to assess deficiencies in customer service at each American Job Center and develop strategies to increase quality. Additionally, DOES is in the process of translating all customer service surveys into non-English languages spoken by our Non-English Proficient and Limited English Proficient (NEP/LEP) customers, beginning with Spanish.

G. OTHER

The current state of the District of Columbia's UI Trust Fund is solvent. The Office of the Chief Financial Office (OCFO) performs an annual analysis of expenditures and revenues and makes recommendations to the Mayor's office on financing options for continued solvency. Subsequent to the UI Trust Fund Solvency analysis, the District increased the Maximum Weekly Benefit Amount from \$425 to \$432 on January 7, 2018. The District will continue to conduct an annual solvency assessment to analyze the health of the UI Trust Fund, and the agency will be alerted if any subsequent action is required for continued solvency.

The District of Columbia is committed to ensuring the UI Trust Fund remains solvent. Regular meetings are held with the Bureau of Labor Market Research and Performance to forecast scenarios that aid in the direction of the District's tax collection efforts, and we welcome guidance from USDOL regarding best practices that would assist in maintaining the solvency of our UI Trust Fund.

H. ASSURANCES

- a. Assurance of Equal Opportunity (EO).
- b. Assurance of Administrative Requirements and Allowable Cost Standards.
- c. Assurance of Management Systems, Reporting, and Recordkeeping.
- d. Assurance of Program Quality.
- e. Assurance on Use of Unobligated Funds.
- f. Assurance of Prohibition of Lobbying Costs (29 CFR Part 93).
- g. Drug-Free Workplace (29 CFR Part 98).
- h. Assurance of Contingency Planning.

Provide the most recent dates for the following:

- Information Technology (IT) Contingency Plan Implemented: April 2011
- IT Contingency Plan Reviewed/Updated: June 2018 (ongoing)
- IT Contingency Plan Tested: June 10, 2018

- i. Assurance of Conformity and Compliance.
- j. Assurance of Automated Information Systems Security.

Provide the most recent dates for the following:

- Risk Assessment Conducted March 2018
- System Security Plan Reviewed/Updated: March 2018

Assurance of Confidentiality: July 2011

IRS 20-point checklist for independent contractors

Mistakenly classifying an employee as an independent contractor can result in significant fines and penalties. There are 20 factors used by the IRS to determine whether you have enough control over a worker to be an employer. Though these rules are intended only as a guide—the IRS says the importance of each factor depends on the individual circumstances—they should be helpful in determining whether you wield enough control to show an employer-employee relationship. If you answer “Yes” to all of the first four questions, you’re probably dealing with an independent contractor; “Yes” to any of questions 5 through 20 means your worker is probably an employee.

1. **Profit or loss.** Can the worker make a profit or suffer a loss as a result of the work, aside from the money earned from the project? (This should involve real economic risk—not just the risk of not getting paid.)
2. **Investment.** Does the worker have an investment in the equipment and facilities used to do the work? (The greater the investment, the more likely independent contractor status.)
3. **Works for more than one firm.** Does the person work for more than one company at a time? (This tends to indicate independent contractor status, but isn’t conclusive since employees can also work for more than one employer.)
4. **Services offered to the general public.** Does the worker offer services to the general public?
5. **Instructions.** Do you have the right to give the worker instructions about when, where, and how to work? (This shows control over the worker.)
6. **Training.** Do you train the worker to do the job in a particular way? (Independent contractors are already trained.)
7. **Integration.** Are the worker’s services so important to your business that they have become a necessary part of the business? (This may show that the worker is subject to your control.)
8. **Services rendered personally.** Must the worker provide the services personally, as opposed to delegating tasks to someone else? (This indicates that you are interested in the methods employed, and not just the results.)
9. **Hiring assistants.** Do you hire, supervise, and pay the worker’s assistants? (Independent contractors hire and pay their own staff.)
10. **Continuing relationship.** Is there an ongoing relationship between the worker and yourself? (A relationship can be considered ongoing if services are performed frequently, but irregularly.)
11. **Work hours.** Do you set the worker’s hours? (Independent contractors are masters of their own time.)
12. **Full-time work.** Must the worker spend all of his or her time on your job? (Independent contractors choose when and where they will work.)
13. **Work done on premises.** Must the individual work on your premises, or do you control the route or location where the work must be performed? (Answering no doesn’t by itself mean independent contractor status.)
14. **Sequence.** Do you have the right to determine the order in which services are performed? (This shows control over the worker)
15. **Reports.** Must the worker give you reports accounting for his or her actions? (This may show lack of independence)
16. **Pay Schedules.** Do you pay the worker by hour, week, or month? (Independent contractors are generally paid by the job or commission, although by industry practice, some are paid by the hour.)
17. **Expenses.** Do you pay the worker’s business or travel costs? (This tends to show control.)
18. **Tools and materials.** Do you provide the worker with equipment, tools, or materials? (Independent contractors generally supply the materials for the job and use their own tools and equipment.)
19. **Right to fire.** Can you fire the worker? (An independent contractor can’t be fired without subjecting you to the risk of breach of contract lawsuit.)
20. **Worker’s right to quit.** Can the worker quit at any time, without incurring liability? (An independent contractor has a legal obligation to complete the contract.)

CHECKLIST: EMPLOYEE VS. INDEPENDENT CONTRACTOR STATUS

Section 3: EVIDENCE OF CONTRACTOR'S BUSINESS OPERATION

YES NO

3.1	In connection with performing the services, could the individual realize either a profit or loss, such as by incurring expenses?		
3.2	Does the individual perform work (or could perform work) at an office or facility away from the business that is maintained at the individual's own expense?		
3.3	Will the individual be paid an amount to complete a specified project (as opposed to on an hourly, weekly or monthly basis and for on-going general purposes?		

If the answer is **NO** to **ANY** of the questions in Section 3, the individual should be classified as an **EMPLOYEE**. If the answer is **YES** to **ALL** of the questions in Section 3, proceed to Section 4.

Section 4: NEED FOR INDIVIDUAL WITHIN BUSINESS

YES NO

4.1	Are the services to be performed by the individual necessary for accomplishment of the mission of the business?		
4.2	Is the individual needed because there is no current employee within the business who can satisfactorily perform the work that will be done by the individual?		

If the answer is **NO** to **ANY** of the questions in Section 4, the individual should be classified as an **EMPLOYEE**. If the answer is **YES** to **ALL** of the questions in Section 4, proceed to Section 5.

Section 5: CLASSIFICATION OUTCOME (Check the box that applies)

	IF . . . All questions in Section 2 = NO All questions in Section 3 = YES All questions in Section 4 = YES	THEN . . . Individual is an Independent Contractor .
	IF . . . Any questions in Section 2 = YES Any questions in Section 3 = NO Any questions in Section 4 = NO	THEN . . . Individual is an Employee .
	IF . . . Answers to questions are unknown or not applicable	THEN . . . Further investigation is needed.

Section 6: SIGNATURE OF FIELD DEPUTY COMPLETING CHECKLIST

Signature of Field Deputy

Date

Section 7: DISAGREEMENT WITH CLASSIFICATION OUTCOME

- Check box if you disagree with outcome in Section 5. You must attach a UC-F-3 with explanation if you check this box.

CHECKLIST: EMPLOYEE VS. INDEPENDENT CONTRACTOR STATUS

****NOTE**:** *This is a work tool for Internal departmental use only and is to be used along with other work tools to assist you in determining whether a worker is an employee or an independent contractor.*

Section 1: ADMINISTRATIVE INFORMATION

Name of Individual (Worker) _____ Name of Business _____

SUI # _____ FEIN _____

Section 2: RELATIONSHIP WITH THE BUSINESS

		YES	NO
2.1	Has the individual worked for the business as an employee within current calendar year or is the individual currently working for the business as an employee?		
2.2	Does the business want to hire this individual as an employee to provide the same or similar services following a "test period" as an Independent Contractor?		
2.3	Does the individual have a continuing relationship with the business, such as by performing the work on a recurring, on-going, or year-to-year basis?		
2.4	Will the individual be required to devote essentially full-time hours to perform services for the business, making the individual unable to perform services for other customers during the performance period?		
2.5	Will the individual be expected or required to perform essentially full-time work hours at the business or at facilities operated by the business?		
2.6	Will the individual be required to comply with instructions from a business supervisor, as to where, how, and when the work is to be performed?		
2.7	Is the individual required to receive training from a representative to enable the individual to perform the work in a particular manner?		
2.8	Will the business be responsible for hiring, supervising, and paying workers who will substantially assist the individual in performing the requested services?		
2.9	Will the individual be paid on a recurring basis for a fixed amount? (For example, will the individual be paid every month for several months for a fixed amount, instead of on a per project basis?)		
2.10	Will the individual work as part of a team of regular employees and will the individual's day-to-day participation be essential to the successful performance of the employee team?		
2.11	Is the individual expected/required to perform work during hours that are set by a business supervisor?		
2.12	Will the individual be required to perform services in a sequence or order that is set by a business supervisor?		
2.13	On a regular basis before the project is completed, will the individual be required to provide progress or status updates to a business supervisor?		
2.14	Will the individual perform services for which the business is concerned with the methods used to obtain the results (and not just with the results)?		
2.15	Will the business provide a significant amount of tools, equipment, or other materials needed by the individual to perform the agreed-upon work?		
2.16	Will the individual be subject to termination by the business for reasons other than non-performance of the <u>Independent Contractor Agreement</u> ? (For example, can the individual be terminated for violating business personnel policy?)		
2.17	Can the individual terminate the <u>Agreement</u> with the business without incurring any liability for a failure to complete the service? (For example, can the individual terminate the <u>Independent Contractor Agreement</u> without notice or reason or resign without penalty?)		

If the answer is **YES** to **ANY** of the questions in Section 2, the individual should be classified as an **EMPLOYEE**. If the answer is **NO** to **ALL** of the questions in Section 2, proceed to Section 3.

Fund 624 Expenditures

<i>Fiscal Year</i>	<i>Total Revenue</i>	<i>Total Expenditures</i>	<i>NPS expenditures</i>	<i>PS expenditures</i>	<i># FTEs funded</i>	<i>Fund Balance at beginning of FY</i>	<i>Fund balance at end of FY</i>
2015	10,763,389.73	5,512,679.31	3,020,253.06	2,492,426.25	15.40	12,115,818.84	18,423,721.22
2016	11,642,225.55	14,875,452.58	10,548,344.97	4,327,107.61	49.40	18,423,721.22	15,192,071.62
2017	12,145,412.75	18,713,905.75	13,761,232.02	4,952,673.73	55.88	15,192,071.62	8,623,626.38
2018	12,538,952.96	15,986,458.14	10,408,837.05	5,577,621.09	61.85	8,623,626.38	5,176,121.20
2019 (Projected)							

Fund 624 NPS Expenditures (Detailed)

<i>Vendor</i>	<i>Description of service</i>	<i>Contract Number</i>	<i>Expenditures (\$)</i>				
			<i>FY15</i>	<i>FY16</i>	<i>FY17</i>	<i>FY18</i>	<i>FY19 (Projected)</i>
ABC TECHNICAL SOLUTIONS INC	Supplies Purchases					1,660.71	
ABC TECHNICAL SOLUTIONS INC	Equipment Purchases					17,955.68	
AFGE LOCAL 1000	Miscellaneous Services				3,000.00	-	
ANALYTICA, LLC	Contractual Services				29,947.31	-	
APPRISS INC.	Miscellaneous Services		-	36,000.00	36,600.00	-	
APPRISS INC.	Contractual Services					37,270.80	
BELL ARCHITECTS PC	Miscellaneous Services					17,627.37	
CAPITAL SERVICES AND SUPPLIES	Miscellaneous Services		-		4,612.50	-	
CAPITAL SERVICES AND SUPPLIES	Contractual Services		-				
CAPITOL PROCESS SERVICES, INC.	Miscellaneous Services					22,327.00	
CBS OUTDOOR	Miscellaneous Services		39,000.00				
CDW GOVERNMENT INC	Miscellaneous Services		1,065.00				
COMPUTER AID INC	Miscellaneous Services				52,028.09	139,655.42	
COMPUTER AID INC	Contractual Services				30,862.61	164,190.24	
CTR FOR EMPLOYMENT SECURITY &	Contractual Services				11,524.02	(6,696.39)	
DELL COMPUTER CORP	Equipment Purchases		-				
DELL MARKETING L.P.	Contractual Services			35,874.04		-	
DELL MARKETING L.P.	Equipment Purchases				13,454.10		
DEPT OF HOMELAND SECURITY	Miscellaneous Services					299.71	
DHS, CITIZENSHIP & IMMIGRATION	Miscellaneous Services				880.81	425.03	
DIGI DOCS INC/DOCUMENT MGERS	Miscellaneous Services			39,316.27	4,822.00	202,197.55	
DIGI DOCS INC/DOCUMENT MGERS	Contractual Services				305,447.34	162,027.45	

ENAFOCUS LLC	Contractual Services				16,657.17		
ENAFOCUS LLC	Equipment Purchases			61,097.07	-		
ENGHOUSE INTERACTIVE INC.	Contractual Services		-				
ENVOLVEMEDIA LLC	Contractual Services					29,307.75	
EXPERIAN MARKETING SOLUTI	Miscellaneous Services		33,762.61			34,712.92	
EXPERIAN MARKETING SOLUTI	Contractual Services			8,499.74	33,998.95		
FREEWAY CONSTRUCTION LLC	Miscellaneous Services		5,300.00				
FREEWAY CONSTRUCTION LLC	Contractual Services		-				
GEOGRAPHIC SOLUTIONS INC	Miscellaneous Services		181,880.89	132,174.27	157,447.68	134,157.04	
GEOGRAPHIC SOLUTIONS INC	Contractual Services					34,750.66	
GRACELAND COLLEGE CENTER	Miscellaneous Services			6,800.00			
GRADUATE SCHOOL	Miscellaneous Services					42,698.50	
HALES CREATIVE SOLUTIONS	Miscellaneous Services					5,000.00	
HI-TECH SOLUTION INC.	Equipment Purchases					5,459.11	
INTERNATIONAL BUSINESS MACHINE	Contractual Services					33,979.00	
IRON MOUNTAIN INFO MGMT LLC	Miscellaneous Services		831.31	475.00	-		
J.ROBERTS INC.	Miscellaneous Services				152,143.59		
LEXIS NEXIS	Miscellaneous Services					190,831.96	
LEXIS NEXIS	Contractual Services				108,084.66	-	
MANAGEMENT CONCEPTS	Miscellaneous Services					56,538.00	
MDM OFFICE SYSTEMS DBA	Supplies Purchases					23,955.35	
MVS INC	Miscellaneous Services			2,051.43	-		
MVS INC	Equipment Purchases			13,889.05	67,618.60	1,294.65	
NATIONAL ASSOCIATION OF STATE	Miscellaneous Services				3,500.00		
NATIONAL COALITION BUILDIN	Miscellaneous Services					1,000.00	
NAT'L ASSC STATE FORCE AGENCY	Miscellaneous Services			17,162.02			
NORTH CAPITOL PARTNERS, INC.	Miscellaneous Services				5,932.51	-	
NORTHROP GRUMMAN SYSTEMS CORP	Miscellaneous Services		-	999,500.00	-		
NORTHROP GRUMMAN SYSTEMS CORP	Contractual Services				999,500.00	999,500.00	
NOVITEX GOVERNMENT SOLUTIONS	Miscellaneous Services			40,782.00	-		
NOVITEX GOVERNMENT SOLUTIONS	Contractual Services				10,386.00		
NVS CONSTRUCTION CO.	Miscellaneous Services				23,436.00		
ON POINT TECHNOLOGY INC	Miscellaneous Services		857,357.56	4,553,316.73	-		
ON POINT TECHNOLOGY INC	Contractual Services			499,887.51	4,683,542.65	1,727,782.14	
OST, INC.	Miscellaneous Services		2,513.20	10,461.10	158,253.52	-	
OST, INC.	Contractual Services			250,977.37	130,763.06	-	
PITNEY BOWES GLOBAL FINANCIA	Miscellaneous Services				77,000.00	77,000.00	
PITNEY BOWES GOVERNMENT SOLUTI	Miscellaneous Services		77,000.00	77,000.00			
PRESIDENT AND FELLOWS OF	Miscellaneous Services					42,698.50	
PROFESSIONAL MGMT CONSULTING	Equipment Purchases		4,999.00				

PUBLIC PERFORMANCE MANAG.	Equipment Purchases			24,418.30			
RAKISHA RACHELLE PHILSON	Miscellaneous Services			10,000.00			
RANDALL BUSINESS INTERIOR	Miscellaneous Services		105,429.65		76,800.19	-	
RANDALL BUSINESS INTERIOR	Contractual Services			75,069.58	-		
REED ELSEVIER INCORPORATED	Miscellaneous Services				57,183.30	22,562.00	
REED ELSEVIER INCORPORATED	Contractual Services				30,600.00	-	
SAGITEC SOLUTIONS LLC	Miscellaneous Services			222,433.30			
SAGITEC SOLUTIONS LLC	Contractual Services			534,625.00	721,175.00	734,873.67	
SHERRY JACKSON	Miscellaneous Services				65,000.00	-	
SOFTWARE INFORMATION RESOURCE	Miscellaneous Services				266.73		
STAR OFFICE PRODUCTS, INC	Equipment Purchases				44,716.93		
STOCKBRIDGE CONSULTING LL	Contractual Services			6,653.52	-		
STOCKBRIDGE CONSULTING LL	Equipment Purchases		1,492.59	9,959.95			
SUPRETECH, INC.	Contractual Services				26,763.59		
SYNTELLECT INC	Miscellaneous Services				102,613.65	-	
SYNTELLECT INC	Contractual Services			117,086.35	-		
SYNTELLECT INC	Equipment Purchases				1,296.00	-	
TECHNICAL COMMUNITIES INC.	Miscellaneous Services				15,308.26	5,575.31	
TECHNICAL COMMUNITIES INC.	Equipment Purchases			35,901.12	-		
TECKNOMIC LLC	Miscellaneous Services		10,000.00				
TECKNOMIC LLC	Contractual Services		-				
THE AQUILINE GROUP	Miscellaneous Services					1,770.00	
THE IMPACT GROUP LLC	Contractual Services					644.44	
THE IMPACT GROUP LLC	Equipment Purchases					322.22	
UNITED STATES POSTAL SERVICE	Miscellaneous Services		58,870.00	50,000.00	700,000.00	699,999.99	
VLI INCORPORATED	Miscellaneous Services			28,090.88			
WHITAKER BROTHERS BUSINESS MAC	Miscellaneous Services			4,903.98	11,387.57		
WHITAKER BROTHERS BUSINESS MAC	Contractual Services					4,522.00	
XEROX CORPORATION	Miscellaneous Services		52,394.16	5,883.21	4,263.75	146,453.73	
XEROX CORPORATION	Contractual Services			167,446.79	187,839.99	(1,646.12)	
XEROX CORPORATION	Equipment Purchases					77,941.45	

Workforce Services

COMPUTER AID INC	Miscellaneous Services					17,556.64	
	Contractual Services				4,993.07	5,755.27	
DIGI DOCS INC/DOCUMENT MGERS	Miscellaneous Services					16,401.00	
DUPONT COMPUTERS	Miscellaneous Services			6,431.88			
GEOGRAPHIC SOLUTIONS INC	Miscellaneous Services					73,600.24	
HALES CREATIVE SOLUTIONS	Miscellaneous Services					34,949.00	
HI-TECH SOLUTION, INC.	Equipment Purchases				51,983.30	-	
INTERNATIONAL BUSINESS MACHINE	Miscellaneous Services					8,494.75	

MDM OFFICE SYSTEMS DBA	Supplies Purchases			809.53			
MVS INC	Equipment Purchases				31,175.20	-	
ON POINT TECHNOLOGY INC	Miscellaneous Services			138,056.70	-		
OST, INC.	Miscellaneous Services			4,444.29	-		
	Contractual Services				171.45		
RECLASS P-CARD CHARGES	Equipment Purchases				5,000.00		
SUPRETECH, INC.	Equipment Purchases			68,799.00			
SYNTELLECT INC	Equipment Purchases				199,984.00	-	

Union Name/ Number	Description	Current Status
AFGE Local 1000	Employee grieved termination action with cause in FY-16	Awaiting further advisement regarding case strategy from the Office of Labor Relations and Collective Bargaining