AWARD/CC RACT

1. Reserved for la se

Page of Pages: 1 | 36

2. Contract Number: DCCF-2008-D-0007-A03

3. Effective Date: See 20C Below

4. Requisition/Purchase Request/Project No.

5. Issued By: Code

Office of Contracting and Procurement
441 4th Street, NW, Suite 700 South
Washington, D.C. 20001

6. Administered by (If other than line 5)
Department of Employment Services
Office of Youth Programs
625 H Street, NE, 1st Floor
Washington, DC 20002

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)

Opportunities Industrialization Center DC
3130-B Martin Luther King Jr Avenue, SE
Washington, DC 20032

Duns No.

8. Delivery
☐ FOB Origin ☒ Other (See Schedule Section F)

9. Discount for prompt payment

10. Submit invoices to the Address shown in (2 copies unless otherwise specified) - N/A ☞ Item See G.1

11. Ship to/Mark For | Code
N/A

ORIGINAL

12. Payment will be made by | Code
Office of Finance and Resource Management
64 New York Avenue, NE, Suite 3090
Washington, DC 20002
202-671-1603

13. Remit Address:
SAME AS Section 7

14. Accounting and Appropriation Data
ENCUMBRANCE CODE:

15A. Item	15B. Supplies/Services	15C. Min Qty	15D. Max Qty	15E. Unit Price	15F. Maximum Amount
0001	Design and implement a project-based learning Summer Youth Program that provides academic enrichment, career exploration, work readiness and leadership skills training.	100	285	$1,106.46	$315,341.10
				Total Maximum Amount of Contract ☞	$ 315,341.10

16. Table of Contents

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X	H	Special Contract Requirements	19		M	Evaluation factors for award	N/A

Contracting Officer will complete Item 17 or 18 as applicable

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD
Your offer on Solicitation Number DCCF-2008-R-0007 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. Name and Title of Signer (Type or print)
F. Alexis H. Robertson CEO

19B. F. Alex H Robertson (Signature of person authorized to sign)

19C. Date Signed 6/6/08

20A. Name of Contracting Officer
Gena Johnson

20B. District of Columbia (Signature of Contracting Officer)

20C. Date Signed 6/16/08

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 INTRODUCTION

B.1.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Employment Services (DOES) engages the contractor to design and implement a project-based learning program that includes academic enrichment, career exploration, work readiness and leadership skills training for approximately 6,500 District youth 14 to 18 years of age, pursuant to the District's Youth Employment Services Initiative Amendment Act of 2005.

B.1.2 The District awards an Indefinite Delivery Indefinite Quantity (IDIQ) contract.

B.2 PRICE SCHEDULE – INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)

Base Period -Date of Award through September 30, 2008

CLIN 0001- The Contractor's price is inclusive of all costs directly associated with the youth training element of the program and those costs directly associated with the administration of the program.

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	UNIT	MIN QUANTITY	MAX QUANTITY	PRICE PER UNIT	TOTAL PRICE
0001	Design and implement a project-based learning Summer Youth Program that provides academic enrichment, career exploration, work readiness and leadership skills training.	Participant	100	285	$1,106.46	$315,341.10

Section C
Description/Specification

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Employment Services (DOES), engages the contractor to design and implement a project-based learning programs to serve a minimum of 100 youth for a maximum of 20 hours each week for youths who are 14 and 15 years of age and a maximum of 30 hours each week for youths who are 16 to 18 years of age. The program shall provide academic enrichment, career exploration, work-readiness and leadership skills training, for up to 10 weeks, from Monday, June 16, 2008 through Friday, August 22, 2008.

C.1.1 APPLICABLE DOCUMENTS

The following applicable documents shall apply to this Contract:

Item No.	Title	Date
1	District's Youth Employment Services Initiative Amendment Act of 2005	2005
2	Child and Youth, Safety and Health Omnibus Amendment Act of 2005	2005

C.1.2 DEFINITIONS

C.1.2.1 Basic Skills – The term is expanded to include cognitive and interpersonal abilities; critical thinking and problem-solving; oral, written, and electronic communication; working effectively alone and in teams; and taking responsibility for one's own development, in addition to reading, writing, and arithmetic.

C.1.2.2 **Career Awareness** – Activities designed to make young people aware of a broad range of careers and occupations in the world of work, including options that may not be traditional for their gender, race, or ethnicity.

C.1.2.3 **Career Development** – Youth develop and identify their careers through a continuum of career awareness, career exploration, and career exposure activities that lead to discernment of one's own career path.

C.1.2.4 **Contextual Learning** – Acquisition of knowledge that occurs in close relationship with actual experience. Contextual learning enables youth to test academic theories through tangible, real-world applications. Stressing the development of "authentic" problem-solving skills, contextual learning is designed to blend teaching methods, content, situation, and timing.

C.1.2.5 **Job Shadowing** – Process in which a youth follows an employee at a firm or office for one or more days to learn about a particular occupation or industry. Job

shadowing can help a youth to explore a range of career options and select a career major for the latter part of high school.

C.1.2.6 **Life Skills** – Knowledge and techniques needed to facilitate and enhance individual's life, for example, confidence and self-esteem building, balancing a checkbook/budgeting, personal hygiene, etiquette, conflict resolution, nutrition, and effective communication.

C.1.2.7 **Passport-to-Work** – "Umbrella term" for the collection of DOES Office of Youth Programs-administered programs designed to assist District youth 14 to 21 years of age develop the requisite skills and attitudes to transition to, and compete in, a dynamic labor market. The four primary *Passport-to-Work* components are the Summer Youth Program, Mayor's Youth Leadership Institute, and In-School and Out-of-School Youth Programs.

C.1.2.8 **Portfolio** – Collection of items that documents an individual's educational performance over time. Typically, it includes a range of materials selected by the youth. Brief introductory and summary statements may describe how the portfolio was assembled and what was learned in the compilation process. It may be used to demonstrate a wide variety of skills; assist in recognizing one's own academic growth; teach the individual greater responsibility for one's own work, learning, and development.

C.1.2.9 **Project-Based Learning** – Collaboration of young person and practitioner/teacher to create projects organized around an occupational or on-the-job topic that requires the young person to apply what has been learned both in the workplace and summer experience and in school to address practical problems.

C.2 **BACKGROUND**

C.2.1 The Summer Youth Program is one of four initiatives administered by the Office of Youth Programs, and known under the *Passport-to-Work* "umbrella," to equip the District's youth with the attitude, skills, and knowledge to transition smoothly to, and compete in, the dynamic labor market of the 21st Century. The *Passport-to-Work* Summer Program engages youth 14 to 21 years of age in enriching and constructive work-experience opportunities through its local-appropriations subsidized component and its unsubsidized private- and federal-sector component. In 2007, the nine-week subsidized portion of the program secured 12,966 work-experience and learning opportunities for youth with government, community- and faith-based organizations.

C.2.2 This year, in an effort to meet Mayor Adrian Fenty's goal of engaging 15,000 District youth in meaningful and rewarding summer activities, DOES will contract for services, especially to address the needs of participants who are 14 and 15 years of age. This population requires developmental and work-readiness activities to introduce them to and prepare for the world of work.

C.2.3 The population encompasses a broad range of youth in the District of Columbia. Funded through local appropriations, the Summer Youth Program (SYP) has no income-eligibility criterion for participation. However, consistent with the Mayor's commitment to serve those most at risk, the Department of Employment Services (DOES) focuses service delivery to individuals who are low income, homeless, in foster care, adjudicated youth, and persons with disabilities.

C.2.4 For last year's program, youth who were 14 and 15 years of age made up 45% of participants; those 16 and 17 years of age represented 36%; and youth 18 to 21 years of age represented 19%. Residents of Ward 7 constituted 23.9%, and residents of Ward 8 were 24.4% of participants. Therefore, the Department will focus on program designs for the 14 and 15 year old population as well as those with programs in Wards 7 and 8.

C.3.0 **CONTRACT REQUIREMENTS**

The Contractor shall provide the following services as specified in C.3.1 through C.3.8.1.

C.3.1 **REQUIRED ACTIVITIES AND SERVICES**

C.3.1.1 The Contractor shall ensure that the activities and services are integrated into its program design and accommodate the needs of each youth. The selected activities shall be age appropriate for the youth whom the Contractor is proposing to serve.

C.3.2 **ACADEMIC ENRICHMENT**

C.3.2.1 The Contractor shall provide academic remediation and/or basic-skills training, encompassing study and test-taking skills, and skills essential to successful school performance.

C.3.3 **CAREER EXPLORATION**

C.3.3.1 The Contractor shall provide career-exploration activities for youth who are not mature enough for the workplace. Career-exploration activities shall include in-depth exposure to career options such as that gained through worksite tours, job shadowing, career talks, and employer-sponsored interactive activities. In addition, career exploration may include studying opportunities in particular fields to identify potential careers, writing individual learning plans targeted to potential career paths, or reviewing labor-market information.

C.3.4. **EMPLOYABILITY SKILLS TRAINING**

C.3.4.1 The Contractor shall provide employability skills training required for entry into the world of work. For youth, it refers to career exploration, labor-market knowledge, occupational information, values clarification and personal

understanding, and career search (that is, preparation of résumés and job applications, interview techniques, job-search tips, follow-up/thank you letters, and so forth). In addition, the Contractor shall provide training that encompasses life skills, such as telephone etiquette, use of public transportation to commute to work, budgeting and financing, time management, appropriate shopping tips, how to dress for various occupations, and mock interviews.

C.3.5 LEADERSHIP DEVELOPMENT SKILLS

C.3.5.1 The Contractor shall provide activities that promote positive social behavior and social skills, decision-making, teamwork, and activities as described below:

a) Exposure to post-secondary educational opportunities
b) Community- and service-learning projects
c) Peer-centered activities, including mentoring and tutoring
d) Organization and team work
e) Conflict Resolution
f) Decision-making, including determining priorities
g) Diversity training

C.3.6 PROJECT BASED LEARNING

C.3.6.1 The Contractor shall provide project-based learning that engages and motivates youth in active learning processes by using real problems, real materials, and real tasks to produce real outcomes (in contrast to "make-work" activities). The Contractor shall provide an opportunity for hands-on, active learning and decision-making, while integrating academic, occupational, and employability-skills development.

C.3.6.2 The Contractor shall ensure that youth receive problems to solve or projects to complete within the context of that industry sector after learning about an industry. A few examples of project-based learning experiences within growth-industry sectors are listed below:

a. Business/Professional/Financial/Association Services

1) Running a small service business (cutting grass, shopper-for-hire, etc.)
2) Simulating a brokerage or investment firm by managing a hypothetical stock portfolio
3) Designing and building a playground for a housing community or school

b. Hospitality/Entertainment/Tourism/Specialty Retail

1) Planning and conducting a tour of a historical building
2) Producing a talent show

c. Biomedical Research/Environmental/Health Services

1) Analyzing the soil and cultivating a community garden
2) Performing an environmental analysis of a local stream or river
3) Conducting a weatherization or insulation project

d. Universities/Educational/Research Institutions

1) Writing a grant for funding a special school project
2) Conducting a survey of peers on a specific youth issue

e. Information Technology/Telecommunications

1) Producing a video
2) Designing a Web site

f. Media/Publications/Communications

1) Producing a community newsletter
2) Planning and producing a play around a particular neighborhood or youth issue

C.3.7 WORK EXPERIENCE

C.3.7.1 The Contractor shall provide structured learning experiences for youth that take place within the work environment.

C.3.7.2 The Contractor shall design assignments to enable youth to gain exposure to the world of work, explore careers, and develop skills needed to function successfully in the workplace.

C.3.7.3 The Contractor shall provide work experience to include exposure to various aspects of an industry and assignment to progressively more complex tasks as well as integration of basic skills into occupational-skills work.

C.3.8 LEVERAGING THE PRIVATE SECTOR

C.3.8.1 The Contractor shall work with and leverage its existing partners in the private sector (if any) as well as recruit additional employers to help expand subsidized and/or unsubsidized placement opportunities for youth. Provide additional private sector opportunities to youth beyond employability and leadership development skills training to help youth acquire additional skills and knowledge as well as prepare for future entry into the labor market. The contractor is not expected to provide private sector opportunities for all youth, but rather, identify at least a few (three or more) additional opportunities.

C.3.8.2 In order to host a student, a private sector employer partner must meet the following criteria:

a) Be a registered or licensed business in good standing in the District of Columbia, Maryland or Virginia;

b) Employ more than two employees
c) Be in business in their local jurisdiction at least one year.

C.3.9 WORK READINESS

C.3.9.1 The Contractor shall provide training to develop "non-technical" skills, abilities, and traits required to function in a specific employment environment i.e., (1) deliver information or services to customers and coworkers; (2) work effectively as a member of a team; (3) learn or acquire the technical skills required to perform task; (4) inspire confidence of supervisors and management; and (5) understand and adapt to the cultural norms of the workplace.

C.3.10 CONTRACTOR REQUIREMENTS

C.3.10.1 The Contractor shall conduct program orientation for its staff assigned to the contract. As part of the orientation, the contractor shall in conjunction with Junior Achievement uses the JA Success Skills curriculum. JA will under a separate contract with the District will conduct the orientations with the contractors.

C.3.10.2 The Contractor shall maintain accurate daily Time and Attendance records of program participants and submit the records bi-weekly to the Contracting Officer's Technical Representative (COTR).

C.3.10.3 The Contractor shall provide an instructor to participate ratio of no more than (1-25) and supervisor to participant of no more than (1:20) as specified in this solicitation.

C.3.10.4 The Contractor shall ensure that all staff has the required certification and licensing to meet the requirements of the contract.

C.3.10.5 The Contractor shall maintain an individual personnel file for each staff person and volunteers containing the employment application, personal and professional references, applicable licenses, credentials, certificates, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment. The Contractor shall make all of its personnel records accessible to the COTR upon request.

C.3.10.6 The Contractor shall ensure that all staff, including consultants, has no prior criminal record or conviction for child abuse or molestation, sexual abuse, or rape.

C.3.10.7 The Contractor shall provide orientation and training for all staff members with respect to administrative procedures, and other relevant policies, procedures.

C.3.10.8 The Contractor shall provide, to the COTR upon request, a current organizational chart displaying organizational relationships and responsibilities, including temporary staff hired specifically for this program.

C.3.10.9 The Contractor shall attend and participate in the DOES program orientation prior to program start up after contract award. The purpose of the orientation is to provide staff with an overview of the SYEP objectives, policies, and procedures. The orientation shall be held on a date and time to be determined by COTR.

C.4 STAFFING REQUIREMENTS

C.4.1 MANDATORY CRIMINAL BACKGROUND CHECK FOR CONTRACTOR'S PERSONNEL

C.4.1.2 The Contractor's personnel who will have direct contact with youth must submit to a fingerprint-based criminal background check conducted prior to performing services under the contract. The Contractor shall maintain the results of the background check in its personnel files. As mandated by the "Child and Youth, Safety and Health Omnibus Amendment Act of 2005", each criminal background check must be in accordance with Federal Bureau of Investigation policies and procedures and processed through the National Criminal Information Center. To see the complete text of the referenced Act, go to http://www.dccouncil.washington.dc.us.

C.4.1.3 The Contractor shall have sufficient staff to provide the services and provide, to the COTR upon request, a staffing plan that identifies personnel and positions.

C.4.1.4 The Contractor shall document that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification or licensing.

C.4.1.5 The Contractor shall ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.

C.4.2 CONTRACTOR'S PERSONNEL

C.4.2.1 The Contractor shall maintain job descriptions, resumes, and annual evaluations on each staff person. The Contractor shall inform the COTR in writing 3 days in advance of any changes of key personnel.

C.4.2.2 The Contractor shall maintain a written job description for each position funded through the contract that must be included in the contractor's files and be available for inspection on request by the COTR. The job description shall include:

C.4.2.2.1 Education, experience, and/or licensing/certification criteria,

C.4.2.2.2 A description of duties and responsibilities,

C.4.2.2.3 Hours of work, and

C.4.2.2.4 Performance evaluation criteria.

C.4.3 REPORTS

C.4.3.1 The Contractor shall report unusual incidents by FAX or telephone immediately upon the occurrence of the incident to the COTR no later than 24-hours or the next business day of the incident and in writing within three (3) days after the incident occurred.

C.4.3.2 An **unusual incident** is an event that affects the Contractor's employees or DOES participants from the regular routine or established procedures. Examples of these incidents include, but are not limited to:

a) Injury;
b) Unexplained absence of a client;
c) Physical, sexual, or verbal abuse of a client by staff or other clients; Staff negligence;
d) Fire;
e) Theft, destruction of property, or sudden serious problems in the physical facility;
f) Complaints from participants;
g) Requests for information from the press, attorneys, or government officials outside of DOES; and
h) Client behavior requiring attention of staff not usually involved in their care.

C.4.3.3 The Contractor shall prepare and submit a closeout report to the COTR on the progress of the entire program within thirty (30) days after program end date. The report shall identify at a minimum, but not limited to, program success stories, outstanding awards awarded to participants, academic achievements, performance outcomes, failures, barriers, and recommendations for improvements.

SECTION D – PACKAGING AND MARKING

This Section is not applicable

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 STANDARD CONTRACT PROVISIONS

The inspection and acceptance requirements for the resultant contract shall be governed by ***clause number six (6), Inspection of Services*** of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007, Attachment J.1.

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F.1 TERM OF CONTRACT

The letter contract signed on June 16, 2008 is hereby incorporated into this contract. The term of the contract shall be from the date of award of the letter contract through September 30, 2008.

F.2 DELIVERABLES

F.2.1 The COTR reserves the right to reject any or all deliverables which, in the sole judgment of the COTR, do not adequately represent the intended level of completion or standard of performance, do not include all relevant information or data, or do not include all documents specified or reasonably necessary for the purposes for which DOES Youth Program requires the deliverables. The COTR may not consider such deliverables as satisfying the specific submittal requirements as set forth herein. Partial or incomplete deliverables shall in no way relieve the Contractor of its contractual commitments. The deliverables for the contract are set forth below.

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.3.10.2	Participants' Time & Attendance Report	One (1)	Hard / Soft Copy	Bi-Weekly	**COTR**
C.3.10.5	Personnel files	One (1)	Hard / Soft Copy	Upon request	**COTR**
C.3.10.8	Organization Chart	One (1)	Hard / Soft Copy	Upon request	**COTR**
C.4.1.3	Staffing Plan	One (1)	1 Hard Copy	Upon request	**COTR**
C.4.1.4	Documentation of staffing Training	One (1)	1 Hard Copy	Maintain in personnel file	**COTR**
C.4.2.2	Job Descriptions	One (1)	1 Hard Copy	Upon request	**COTR**
C.4.3.1	Unusual incident report	One (1)	1 Hard Copy	Within 3 days after incident	**COTR**
C.4.3.3	Close Out Report	One (1)	Hard / Soft Copy	Within Thirty (30) Days after end of Program	**COTR**

F.2.2 The Contractor shall submit to the District, the reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G
0CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor in accordance with Section B, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices upon completion of the Program. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Chief Financial Officer
64 New York Avenue, N.E.
Suite 3090, 3rd Floor
Washington, D.C. 20002
Phone: (202) 671-1603
Fax: (202) 671-2930

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed and the separation of the individuals and families cost;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 For satisfactory completion of services and submission of deliverables, the District will pay the contractor the fixed unit price per participant referred to the contractor by DOES as set forth in Section B.2 of the contract and in accordance with the terms of the contract upon presentation of a properly executed invoiced and authorized by the COTR.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest

shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Dorene Brown
Contracting Officer

Government of the District of Columbia
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700S
Washington, D.C. 20001
(202) 724-4404

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

The COTR for this contract is:

Yasha Williams, Director
Office of Youth Programs
Department of Employment Services
625 H Street, N.E., 1st Floor
Washington, D.C. 20002
202-698-5599
202-698-5501 fax
E-mail: Yasha.williams@dc.gov

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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.

G.10 ORDERING CLAUSE

a) Any services to be furnished under the contract must be ordered by issuance of Task Order by the Contracting Officer. Such orders may be issued monthly, quarterly or annually as services are required during the term of the contract.

b) All Task orders are subject to the terms and conditions of the contract. In the event of a conflict between a Task order and the contract, the contract shall control.

c) If mailed, a Task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 2005-2103 Rev. No. 5, dated May 8, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, Agents, employees or subcontractors, either during or after expiration or termination of the Contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, 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 Contractor 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 Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 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 Contractor pursuant to the Contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor 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.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

a. The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services ("DOES"); and
b. 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.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the Contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:
a. Number of employees needed;
b. Number of current employees transferred;
c. Number of new job openings created;
d. Number of job openings listed with DOES;
e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
1. Name;
2. Social Security number;
3. Job title;
4. Hire date;
5. Residence; and
6. Referral source for all new hires.

H.5.4 If the Contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from

the District, the Contractor shall:

a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
1. Material supporting a good faith effort to comply;
2. Referrals provided by DOES and other referral sources;
3. Advertisement of job openings listed with DOES and other referral sources; and
4. Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

a. A good faith effort to comply is demonstrated by the Contractor;
b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or d. 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 Contract.

H.5.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Contract.

The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the Contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the Contract, the Contractor 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.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the Contract, the Contractor 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 program and activities. See 29 U.S.C. 794 et seq.

H.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.9.1 The key personnel specified below are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of COTR for any proposed substitution of key personnel.

H.9.2 The key personnel specified below are considered essential to the work being performed hereunder. Prior to diverting any of the specified key personnel to other activities for any reason, the Contractor shall notify in writing to the COTR at least three (3) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact of such changes on the performance of the contract. The Contractor shall not reassign these key personnel or appoint replacements without written permission from the COTR.

H.9.3 The key personnel identified by the Contractor are indicated in the table below. Contractor's key personnel shall attend mandatory DOES orientation prior to start of the Summer Youth Program.

NAME	POSITION
Lisa Glenn	Director of Youth Program
Eva Murphy	Site Supervisor
DyAnne Little	Director of Adult Program

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District will conduct orientation prior to the beginning of the program for the Contractor's staff.

H.10.2 The District will register and certify eligible youth. Eligibility determination includes review of an application for the 2008 Passport-to-Work Summer Youth Program and verification of information in an application with required documentation. The application is standardized and is the responsibility of DOES to develop and maintain.

H.10.3 The District will refer youth to selected Contractors based on a DOES match of youths' age, occupational interests, and the design of the Contractor's program.

H.10.4 The District will provide to the Contractor preprinted Time and Attendance forms and the payroll schedule.

H.10.5 The District will pay each DOES-referred participant the federal hourly training wage of $6.55 for active engagement in DOES-approved program activities. The District will compensate, as supported by the official time and attendance records, participants who are 14 and 15 years of age for a maximum of twenty (20) hours for each week; and compensate participants who are 16 to 21 years of age for a maximum of thirty (30) hours for each week.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall provide orientation and training for all staff members with respect to administrative procedures, and other relevant policies and guidelines.

H.11.2 The Contractor shall have sufficient staff to provide the services described in this contract. The Contractor shall provide upon request of the COTR a staffing plan and shall maintain the same expertise as specified in the staffing plan.

H.11.3 The Contractor shall document that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing. The Contractor shall also ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.

H.11.4 The Contractor shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials, certificates, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations, and date and reason if terminated from employment. The Contractor shall make all of its personnel records accessible to the COTR upon request.

H.11.5 The Contractor shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative and programmatic oversight. .

H.11.6 The Contractor shall compile a final report on the status of each participant, and successes and failures of the entire program within thirty (30) days after the end of the contract. The report shall identify, but is not limited to, a brief narrative which identifies program success stories, outstanding awards to participants, academic achievements, performance outcomes, failures, barriers, and recommendations for improvements. The report should include documentation related to customer satisfaction surveys; statistical performance data to include enrollment levels, completions, terminations with reasons for early terminations, and if applicable, entry into unsubsidized employment with employer names, job titles, date of hire, and rate of pay.

H.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

H.12.1 In accordance with 45 CFR Appendix A (7), Contractors who apply or bid for an award of more than $100,000 shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Recipient of Congress or an employee of a Recipient of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352.

H.12.2 Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

H.13 DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

In accordance with 45 CFR 74 Appendix A (8), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold ($100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to Contract award.

H.14 WAY TO WORK AMENDMENT ACT OF 2006

H.14.1 Except as described in Section H.14.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of one-hundred thousand dollars ($100,000) or more in a twelve (12) month period.

H.14.2 Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.14.3 Contractor shall include in any subcontract for fifteen thousand dollars ($15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.14.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov .

H.14.5 Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.7 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars ($15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.14.6 Contractor shall maintain its payroll records under the contract 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 fifteen thousand dollars ($15,000) or more under the Contract.

H.14.7 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.14.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.14.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.14.8.2 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;

H.14.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.14.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.14.8.5 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;

H.14.8.6 An employee under twenty-two (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 twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.14.8.7 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;

H.14.8.8 Employees of nonprofit organizations that employ not more than fifty (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));

H.14.8.9 Medicaid provider agreements for direct care services to Medicaid Beneficiaries, 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

H.14.8.10 The Mayor may exempt a contractor 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.

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SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor 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.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 contract 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 contract 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 Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, 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, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor 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 Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor 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 contract, 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 Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No._____
With _____(Contractor's Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor 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 contract prior to the delivery date of the software. Failure of the Contractor 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 Contractor 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 Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor 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 contract, the Contractor 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 Contractor'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 Contractor 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 Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor 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 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.

I.5.11 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.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.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor'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 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

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished.

The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

(a) **Commercial General Liability Insurance**, $1,000,000 limits per occurrence, the District is added as an additional insured.

(b) **Automobile Liability Insurance**, $1,000,000 per occurrence combined single limit.

(c) **Worker's Compensation Insurance**, according to the statutes of the District of Columbia, including Employers' Liability, $100,000 per accident for injury, $100,000 per employee for disease, $500,000 policy limit for disease.

(d) **Umbrella/ Excess Liability Insurance**: $5,000,000 limits per occurrence.

(e) **Professional Liability Insurance,** $1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.8.2 Specialize Coverage – Not Applicable

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 Contractor's completed Equal Employment Opportunity Information Report is incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

I.10.1 This contract, Sections A-K including the SCP.

I.10.2 Contractor's Best and Final Offer dated May 2, 2008.

I.10.3 Contractor's Proposal dated April 11, 2008.

I.11 CONTRACTS IN EXCESS OF $1 MILLION DOLLARS

Any contract in excess of $1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.12 OPTION FOR TRANSITION SERVICES

I.12.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must continue without interruption. In the event that either (a) the

contract expires or (b) the District terminates the contract, and either or these events occurs during the base period, the District can exercise a Option for Transition Services for a period of up to 120 days. In the event that the District exercises this Option for Transition services, the Contractor agrees to:

I.12.1.1 Furnish phase-out, phase-in (transition) training; and

I.12.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.1.3 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.12.1.4 The Contractor shall provide sufficient experienced personnel during the period of the Option for Transition Services to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.12.1.5 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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SECTION J

LIST OF ATTACHMENTS

J.1 Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts Dated March 2007

J.2 Wage Determination No.2005-2103 Revision No. 5, Dated 5/8/08

J.3 E.E.O. Statement

J.4 Tax Certification Affidavit

J.5 First Source Employment Agreement

J.6 Living Wage Fact Sheet

J.7 Living Wage Notice

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

Ms. F. Alexis H. Roberson/President & .CEO
202-373-0050

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that
(a) It operates as:

a corporation incorporated under the laws of the State of: _____
_____ an individual,
_____ a partnership,
__X__ a nonprofit organization, or
_____ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

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Offeror OIC/DC Date 4/3/08

Name F. Alexis H. Roberson Title President/CEO

Signature F Alexis H Roberson

Offeror X has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

N/A EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

X No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause13 of the SCP.

_____

_____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

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(1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

(i) those prices
(ii) the intention to submit a contract, or
(iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

F. Alexis H. Roberson

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

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3-C

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS

March 2007

OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001

STANDARD CONTRACT PROVISIONS

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1. **Covenant Against Contingent Fees:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

2. **Shipping Instructions – Consignment:**

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor' s name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor' s name and contract number. Any failure to comply with these instructions will place the material at the Contractor' s risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. **Patents:**

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. **Quality:**

Contractor' s workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. **Inspection Of Supplies:**

(a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor' s failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor' s risk and expense.

(c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly de lay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

(d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.

(e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor' s or subcontractor' s premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.

(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest

(f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.

(j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor' s plant, nor more than 7 business days in other instances.

(k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.

(l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor' s plant at the Contracting Officer' s election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor' s plant and return to the original point when that point is not the Contractor' s plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor' s risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. **Inspection Of Services:**

(a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

(c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.

(d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

(e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.

(f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. Waiver:

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. Default:

(a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

(d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.

(e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.

(f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor' s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor' s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children' s Center – Exemption No. 4648

c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

12. Appointment of Attorney:

(a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.

(b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District' s needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District.

Claim, as used in Section B 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 this 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.

(a) 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 Contracting Officer for a decision. The contractor's claim shall contain at least the following:

(1) A description of the claim and the amount in dispute;

(2) Any data or other information in support of the claim;

(3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

(4) The Contractor's request for relief or other action by the Contracting Officer.

(b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.

(c) For any claim of $50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.

(d) For any claim over $50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer 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.

(e) The Contracting Officer's written decision shall do the following:

(1) Provide a description of the claim or dispute;

(2) Refer to the pertinent contract terms;

(3) State the factual areas of agreement and disagreement;

(4) 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;

(5) 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;

(6) Indicate that the written document is the contracting officer's final decision; and

(7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the cla im, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

(g) (1) If a Contractor is unable to support any part of his or her 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.

(2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

(i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

(a) Claim as used in Section C 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 this 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.

(b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.

(2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:

(a) Provide a description of the claim or dispute;

(b) Refer to the pertinent contract terms;

(c) State the factual areas of agreement and disagreement;

(d) 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;

(e) 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;

(f) Indicate that the written document is the Contracting Officer's final decision; and

(g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.

(4) The authority contained in this clause 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.

(5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.

(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 Contracting Officer.

15. Changes:

The Contracting Officer 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 this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, 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 the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

(a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District' s interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all contracts to the extent they relate to the work terminated.

(4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

(d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

(e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:

(1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of :

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and

(iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable cost of settlement of the work terminated, including-

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.

(h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(i) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;

(2) Any claim which the District has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.

(j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.

(k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor' s termination settlement proposal because of retention or

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor' s costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor' s office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

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, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this 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, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. 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, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;

(b) recruitment, or recruitment advertising;

(c) demotion, layoff, or termination;

(d) rates of pay, or other forms 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 subsections (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 subsection (b)(2).

(5) The Contractor agrees to send to each labor union or representative of workers with which he 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 his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, 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 this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia 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, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.

(9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer 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.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

(a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

"Components," as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

"Domestic end product," as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End products," as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

(b) The Contractor shall deliver only domestic end products, except those-

(1) For use outside the United States;

(2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;

(3) For which the District determines that domestic preference would be inconsistent with the public interest; or

(4) For which the District determines the cost to be unreasonable.

24. – <u>Service Contract Act of 1965:</u>

(a) <u>Definitions.</u> "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.)*.

(1) "Contractor," as used in this clause, means the prime Contractor or any subcontractor at any tier.

(2) "Service employee," as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.

(b) <u>Applicability.</u> To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.

(c) <u>Compensation</u>

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.

(2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.

(a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;

(b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;

(c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practic es which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

(d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;

(e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;

(f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;

(g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.

(4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

(d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.

(e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:

(1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or

(2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

(g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.

(h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:

(1) For each employee subject to the Act:

(a) Name and address;

(b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(c) Daily and weekly hours worked; and

(d) Any deductions, rebates, or refunds from total daily or weekly compensation.

(2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.

(3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.

(l) Contractor's report:

(1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.

(2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.

(m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.

(n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.

(1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

(ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.

(iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.

(2) An employee engaged in an occupation in which the employee customarily and regularly receives more than $30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. <u>Cost and Pricing Data:</u>

(a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of $100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor' s or offeror' s knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.

(b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor' s knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.

(c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.

(e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor' s judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

(f) The following specific information should be included as cost or pricing data, as applicable:

(1) Vendor quotations;

(2) Nonrecurring costs;

(3) Information on changes in production methods or purchasing volume;

(4) Data supporting projections of business prospects and objectives and related operations costs;

(5) Unit – cost trends such as those associated with labor efficiency;

(6) Make or buy decisions;

(7) Estimated resources to attain business goals;

(8) Information on management decisions that could have a significant bearing on costs.

(g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

(1) final payment under the contract;

(2) final termination settlement; or

(3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

(a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:

(1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or

(2) There has been any breach or violation of:

(A) Any provision of the Procurement Practices Act of 1985, as amended, or

(B) The contract provision against contingent fees.

(b) If a contract is terminated pursuant to this section, the Contractor:

(1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and

(2) Shall refund all profits or fixed fees realized under the Contract.

(c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

********** THIS WAGE DETERMINATION WAS REPLACED 06/03/2008 **********
WD 05-2103 (Rev.-5) was first posted on www.wdol.gov on 05/13/2008
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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 5
Date Of Revision: 05/08/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59

01532 - Travel Clerk II	13.54
01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82

12073 - Licensed Practical Nurse III	22.85
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77

15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81

23312 - Fuel Distribution System Operator 19.38
23370 - General Maintenance Worker 21.17
23380 - Ground Support Equipment Mechanic 24.46
23381 - Ground Support Equipment Servicer 18.71
23382 - Ground Support Equipment Worker 19.90
23391 - Gunsmith I 16.63
23392 - Gunsmith II 19.33
23393 - Gunsmith III 21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic 22.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) 24.37
23430 - Heavy Equipment Mechanic 21.46
23440 - Heavy Equipment Operator 21.46
23460 - Instrument Mechanic 21.62
23465 - Laboratory/Shelter Mechanic 20.52
23470 - Laborer 14.27
23510 - Locksmith 19.76
23530 - Machinery Maintenance Mechanic 21.77
23550 - Machinist, Maintenance 21.62
23580 - Maintenance Trades Helper 15.10
23591 - Metrology Technician I 21.62
23592 - Metrology Technician II 22.78
23593 - Metrology Technician III 23.89
23640 - Millwright 25.63
23710 - Office Appliance Repairer 21.63
23760 - Painter, Maintenance 20.52
23790 - Pipefitter, Maintenance 23.19
23810 - Plumber, Maintenance 20.99
23820 - Pneudraulic Systems Mechanic 21.62
23850 - Rigger 21.62
23870 - Scale Mechanic 19.33
23890 - Sheet-Metal Worker, Maintenance 21.62
23910 - Small Engine Mechanic 20.05
23931 - Telecommunications Mechanic I 27.74
23932 - Telecommunications Mechanic II 29.24
23950 - Telephone Lineman 26.38
23960 - Welder, Combination, Maintenance 21.62
23965 - Well Driller 21.62
23970 - Woodcraft Worker 21.62
23980 - Woodworker 16.63

24000 - Personal Needs Occupations
24570 - Child Care Attendant 11.63
24580 - Child Care Center Clerk 16.15
24610 - Chore Aide 10.00
24620 - Family Readiness And Support Services Coordinator 14.25
24630 - Homemaker 16.75

25000 - Plant And System Operations Occupations
25010 - Boiler Tender 26.10
25040 - Sewage Plant Operator 20.23
25070 - Stationary Engineer 26.10
25190 - Ventilation Equipment Tender 18.37
25210 - Water Treatment Plant Operator 20.23

27000 - Protective Service Occupations
27004 - Alarm Monitor 19.43
27007 - Baggage Inspector 12.66
27008 - Corrections Officer 21.30
27010 - Court Security Officer 23.26
27030 - Detection Dog Handler 19.43
27040 - Detention Officer 21.30
27070 - Firefighter 22.39

27101 - Guard I	12.66
27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equpment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50

31030 - Bus Driver	18.19
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.16 per hour or $126.40 per week or $547.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour

would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Opportunities Industrialization Center
Washington, DC www.oicdc.org

Rev. Dr. Carlton W. Veazey
Chairman

F. Alexis H. Roberson
President/CEO

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

I, F. Alexis H. Roberson, THE AUTHORIZED REPRESENTATIVE OF OPPORTUNITIES INDUSTRIALIZATION CENTER OF WASHINGTON, DC, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT CONTRACT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

OIC/DC
CONTRACTOR

F. Alexis H. Roberson
NAME

F Alexis H Roberson
SIGNATURE

President
TITLE

DCCF-2008-R-0007
CONTRACT NUMBER

4/11/08
DATE

3707 Martin Luther King, Jr. Avenue, S.E.
Headquarters Office
Washington, DC 20032
202.373.0050 - Office 202.373.0052 - Fax

4301 9th Street, S.E.
Training Center
Washington, DC 20032
202.563.2104 - Office 202.563.2108 - Fax

3016 Martin Luther King, Jr. Avenue, S.E.
Training Center
Washington, DC 20032
202.373.0330 - Office 202.373.0336 - Fax

Opportunities Industrialization Center
Washington, DC www.oicdc.org

Rev. Dr. Carlton W. Veazey
Chairman

F. Alexis H. Roberson
President/CEO

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

OIC/DC SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITIAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

OIC/DC AGREES TO AFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITIAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.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.

OIC/DC AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

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

OIC/DC AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

OIC/DC AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

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

F. Alexis H. Roberson/President
AUTHORIZED OFFICIAL AND TITLE

4/11/08
DATE

F. Alexis H. Roberson
AUTHORIZED SIGNATURE

OIC/DC
ORGANIZATION NAME

3707 Martin Luther King, Jr. Avenue, S.E.
Headquarters Office
Washington, DC 20032
202.373.0050 - Office 202.373.0052 - Fax

4301 9th Street, S.E.
Training Center
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Washington, DC 20032
202.373.0330 - Office 202.373.0336 - Fax

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EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001

Instructions:
Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer
(1) ☒ Single-establishment Employer Report

Multi-establishment Employer:
(2) ☐ Consolidated Report
(3) ☐ Headquarters Report
(4) ☐ Individual Establishment Report (submit one for each establishment with 25 or more employees)
(5) ☐ Special Report

1. Total number of reports being filed by this Company. 1

Section B – COMPANY IDENTIFICATION (*To be answered by all employers*)

OFFICIAL USE ONLY

1. Name of Company which owns or controls the establishment for which this report is filed: Opportunities Industrialization Center of DC — a.

Address (Number and street)	City or Town	Country	State	Zip Code	b.
3707 MLK Jr. Ave., SE	Washington	USA	DC	20032	

b. Employer Identification No. [redacted]

2. Establishment for which this report is filed: Opportunities Industrialization Center of DC — OFFICIAL USE ONLY

a. Name of establishment: same as above — c.

Address (Number and street)	City or Town	Country	State	Zip Code	d.
3707 MLK Jr. Ave., SE	Washington	USA	DC	20032	

b. Employer Identification No. [redacted]

3. Parent of affiliated Company

a. Name of parent or affiliated Company	b. Employer Identification No.			
Address (Number and Street)	City or Town	Country	State	Zip Code

Section C - ESTABLISHMENT INFORMATION

OFFICIAL USE ONLY

1. Is the location of the establishment the same as that reported last year?
☒ Yes ☐ No ☐ Did not report last year ☐ Report on combined basis

2. Is the major business activity at this establishment the same as that reported last year? ☒ Yes ☐ No ☐ No report last year ☐ Reported on combined basis

2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.

Job training and placement — e.

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

☒ Yes ☐ No

R(9)(6)

6-C

Tax Certification

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE

TAX CERTIFICATION AFFIDAVIT

THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.

Date: April 8, 2008

Name of Organization/Entity: Opportunities Industrialization Center of DC

Address: 3707 MLK Jr. Ave., SE Washington, DC 20032

Business Telephone No.: 202-373-0050

Principal Officer:

Name: F. Alexis H. Roberson Title: President & CEO

Soc. Sec. No.: 251-64-9773

Federal Identification No.: [redacted]

Contract No.: DCCF-2008-R-0007

Unemployment Insurance Account No.: 123641

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

		Current	Not Current	Not Applicable
District:	Sales and Use	(X)	( )	( )
	Employer Withholding	(X)	( )	( )
	Ball Park Fee	(X)	( )	( )
	Corporation Franchise	(X)	( )	( )
	Unincorporated Franchise	(X)	( )	( )
	Personal Property	(X)	( )	( )
	Real Property	(X)	( )	( )
	Individual Income	(X)	( )	( )

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

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

F. Alexis H. Roberson — President & CEO

Signature of Authorizing Agent — Title

F. Alexis H. Roberson

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this 18th day of April Month and Year 2008

Notary Public: Monica T. Ray

My Commission Expires:

MONICA T. RAY
NOTARY PUBLIC
PRINCE GEORGE'S COUNTY
MARYLAND
My Commission Expires Oct. 13, 2009

R(a)(6)

7-A

First Source Agreement

FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: DCCF-2008-R-0007

Contract Amount: $315,341

Project Name: Passport to Work Summer Youth Program

Project Address: 1830 Constitution Ave., NE Washington, DC 20032 Ward: 6

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

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 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 Opportunities Industrialization Center of DC, 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 the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.

B. The EMPLOYER shall require all contractors and subcontractors, with contracts 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 subject to the limitations set out in this Agreement.

D. DOES participation in this Agreement will be carried out by the Office of the Director, with 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 take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.

G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created 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. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.

I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling $500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.

J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least $500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.

K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

II. RECRUITMENT

A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and 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. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.

D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

IV. PLACEMENT

A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.

B. 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.

C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, 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 the new jobs created by the project.

D. 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.

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V. TRAINING

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 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, the 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 involved collective bargaining unit with 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. 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. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

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, the EMPLOYER as a condition of transfer shall:

1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.

3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the

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name of the party taking possession and the name and telephone of that party's representative.

B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort 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 payroll and employment records for the review period indicated.

D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or

2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
   a. Material supporting a 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 Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:

1. A good faith effort to comply is demonstrated by the contractor;

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, Manasas, Manasas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loundon, 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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3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; 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 contract.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

H. Nonprofit organizations with 5o or less employees are exempted from the requirement that 51% of the new employees hired on the project be District residents.

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

I. The project may be terminated because of the 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: _____

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: _____

XI. Indicate whether your firm is a subcontractor on this project: YES X NO
If yes, name of prime contractor: _____

Dated this 11th day of April 2008

_____
Signature Depart. of Employment Services

F. Alex Roberson
Signature of Employer

OIC/DC
Name of Company

3707 MLK Jr. Ave., SE Wash., DC 20032
Address

202-373-0050
Telephone

alexisroberson@aol.com
E-mail

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EMPLOYMENT PLAN

NAME OF FIRM Opportunities Industrialization Center of DC

ADDRESS 3707 MLK Jr. Ave. SE, Washington, DC 20032

TELEPHONE NUMBER 202-373-0050 FEDERAL IDENTIFICATION NO. [redacted]

CONTACT PERSON F. Alexis H. Roberson TITLE President & CEO

E-mail: alexisroberson@aol.com TYPE OF BUSINESS: Training & Job Placement Program

ORIGINATING DISTRICT AGENCY: Department of Employment Services

CONTRACTING OFFICER: Lafayette Smith TELEPHONE NUMBER: 202-724-4014

TYPE OF PROJECT Passport to Work Summer Youth Program

FUNDING AMOUNT $ 315,341

PROJECTED START DATE 5/27/08 PROJECT DURATION 5/27/08 – 8/29/08

R (a) (6)

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	Site Supervisor	1 F/T	[redacted]/hr	N/A	5/27/08
B	Coordinator	1 F/T	[redacted]/hr	N/A	6/2/08
C	Job Coaches	3 P/T	[redacted]/hr	N/A	6/9/08
D	Instructor	8 P/T	[redacted]hour	N/A	6/9/08
E	Clerks	3 F/T	[redacted]/hr	N/A	6/2/08
F					
G					
H					
I					
J					
K					

R(a)(1)

8-G

LIVING WAGE ACT FACT SHEET

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

Effective January 1, 2008, the living wage rate is $12.10 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or 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;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3);

9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for 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.

Enforcement

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

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

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

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

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

"THE LIVING WAGE ACT OF 2006"

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

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2008, the living wage rate is $12.10.

The requirement to pay a living wage applies to:

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

"Contract" means a written agreement between a recipient and the District government.
"Government assistance" means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.
"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

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

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

This is a summary of the "Living Wage Act of 2006". For the complete text go to:
www.does.dc.gov *or* www.ocp.dc.gov

To file a complaint contact: **Department of Employment Services**
Office of Wage-Hour
64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002
(202) 671-1880

KEY TO SUCCESS
Washington, DC OIC
Opportunities Industrialization Center

Best & Final ORIGINAL

In Response to

SOLICITATION NUMBER
DCCF-2008-R-0007
"Passport to Work Summer Youth Program"

SUMITTED TO THE DC OFFICE OF CONTRACTING FOR DEPARTMENT OF EMPLOYMENT SERVICES

May 2, 2008
Re-submission with one change in Staff training date only
June 3, 2008

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(6) PARTNERSHIP WITH PUBLIC SCHOOLS
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The Opportunities Industrialization Center of Washington, DC (OIC/DC) and it partners, DC Public Schools, Radio One, Inc., MCFRA IT Services, Inc. DHS and DHCD to enhance and continue our Summer Program which we call Project Y.COM (*Youth Communications of the Mind.).* The program has also been organized, so that it will directly provide or link each youth to all of the required services under the Youth Employment Services Initiative In-School Youth Program (YESI) that they need in order to be successful.

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In review, using projects that range from creating a perfect MOS report and producing a radio & TV show to creating a stock portfolio and planning a video and producing a commercial in the Summer Phase, young people in the program will be exposed to exciting career opportunities and instructed on what they need to accomplish in order to prepare for these careers. Along with these scheduled projects, young people will also be expected to work on career related independent

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ORIGINAL

PART I
TECHNICAL PROPOSAL

In Response to

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"Passport to Work Summer Youth Program"

SUMITTED TO THE DC OFFICE OF CONTRACTING FOR DEPARTMENT OF EMPLOYMENT SERVICES

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PART 1 TECHNICAL PROPOSAL

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A.OIC/DC'S SUMMER PROGRAM DESIGN

(1) OVERVIEW

OIC/DC proposes to training 250 youth between the ages of 14 and 15 years during the Summer of 2008. OIC/DC will provide the training at the following sites; 150 youth at Eliot Jr. High School in Ward 6, 100 youth at Thou good Marshall Charter School in Ward 8. OIC/DC will provide training from 1:30pm to 5:30pm, Monday through Friday. The program provides a learning experience that is designed to provide the opportunity for young people to improve their academic skills and gain valuable understanding into the world of work. Youth will be engaged in an intensive five days a week, four hours a day program for 10 weeks. The overarching goal of the program is to provide Academic Enrichment, Career Exploration, Employability Skills Training and Leadership Development Skills Training, so that the young people in the program learn about and have hands-on experience in specific career areas, enhance basic and world of work skills and see the value of and need to stay in school and obtain a high school diploma. The project based learning method will be utilized to impart information in each of the subject area.

The Opportunities Industrialization Center of Washington, DC (OIC/DC) and it partners, DC Public Schools, Radio One, Inc., MCFRA IT Services, Inc. DHS and DHCD to enhance and continue our Summer Program which we call Project Y.COM (*Youth. Communications of the Mind.).* The program has also been organized, so that it will directly provide or link each youth to all of the required services under the Youth Employment Services Initiative In-School Youth Program (YESI) that they need in order to be successful.

The Summer Program is a 10 week, 20 hours per week intensive career exploration and basic skills enhancement segment which both continues the project based learning the youth have been engaged with during the in-school phase, but also adds career exploration and increases the youth development activities begun during the school year such as the Leadership Council, community assistance projects, and cultural awareness events. The summer program builds on and intensifies our school year plan of action by combining academic enrichment with a project based, contextual learning experiences and special activities that offer the young people specific exposure to careers that are a part of the growing industry sectors. During the Summer participants will continue in the Media/Publication/Communication Industry and add the Financial Industry. **(See Attachment1).** Furthermore, our Summer Phase has been designed to not only prevent the erosion of basic skills that often occurs during the summer months ,but also to be a fun and engaging experience for the youth.

In review, using projects that range from creating a perfect MOS report and producing a radio & TV show to creating a stock portfolio and planning a video and producing a commercial in the Summer Phase, young people in the program will be exposed to exciting career opportunities and instructed on what they need to accomplish in order to prepare for these careers. Along with these scheduled projects, young people will also be expected to work on career related independent projects and demonstrate that they have mastered the work they chose in order to succeed in the program.

(2) GOALS AND OBJECTIVES

OIC/DC will provide 250 set of services designed to foster youth development, career awareness, and high school graduation. A program that will not only achieve the Youth Employment Services Initiative In-School Youth Program (YESI) performance factors, but will also engage the youth and successfully prepare them for life after high school. The overarching goal is to serve the Summer youth who live in the District of Columbia to have a broader sense of the opportunities awaiting them in the world of work and to expose them to what they must do in order to prepare for those opportunities. In addition to the overarching goal, OIC Project Y.Com has the following mission stated in four segments:

- To provide alternative basic education programs to develop lifelong learning opportunities;
- To build young peoples self esteem by creating opportunities for achievement and then to recognize their success;
- To develop young peoples communication skills, political and cultural awareness that will enable them to have choices to become active and productive citizens;
- To challenge a young person's behavior and values, so that they understand the consequences of their actions and learn appropriate responses to situations in order to secure school and job retention in the future.

For each youth, OIC Project Y. Com Program is designed to achieve six key service objectives:

- Assist the youth in understanding the world of work and mastering the course content that they need to excel in school;
- Foster youth development through a series of leadership and life skills activities; and
- Provide career and project based learning experiences in one of the three industry sectors that are the focus of our effort. (Media/Publications/Communication and Information Technology / Telecommunications and Financial Industry in the
- Help the youth to remain in school and stay on grade level;
- Encourage the youth to stay away from gangs and drugs.
- Encourage youth to postpone parenthood.

In every sense of the word, OIC Project Y. Com is aimed at being a successful and innovative work preparation initiative. An initiative that turns young people on to what they can be and helps them stay in school and lay the groundwork to achieve their career dream. Under the six key service objective are a number of critical expected outcomes. The primary ones are:

- provide a comprehensive array of services that includes academic enrichment, career exploration, employability development, mentoring, case management, leadership development, and support that maintains the youths' ability to return to school and succeed in school, so that they gain a high school credential and are adequately prepared for higher education and/or the world of work;

- to assist the participants in not losing their gains in math and reading skill levels during the Summer by providing an academic enrichment experience that is designed to complement the project-based learning experience by incorporating contextual learning material;
- provide the youth access to businesses within the Washington Metropolitan area through 2 site visits to companies that serve two f the six identified industry sectors that represent the leading edge of business and job growth in DC .
- provide leadership development opportunities . This program will have a positive impact on the youth and assist them in making sound decisions about their lives. The youth will become solid, contributing citizens in the community.

- offer a variety of contextual learning opportunities related to careers in three sectors.

- provide the youth with an opportunity to actually work with an instructor/producer to plan, script, develop and produce a Radio and TV Show. This project is directly related to the needs of the Media/Publications/ Communication Industry sector. Working with Radio One, the youth will be able to air several shows on live radio.
- provide case management and follow-up services for the all youth.
- Provide referral services for all youth that need this service.

In review ,the aim of the OIC Project Y.Com is to provide young people with a range of enjoyable opportunities, challenging experiences and effective support, that will enhance their personal, social and educative development, and sense of identity during their transition to adulthood and the world of work. In order for the youth to successfully make this transition, the focus of the service will be to develop their skills, abilities, self esteem, and expose them to an array of opportunities that will allow them to make good career choices.

(3) OUT REACH ACTIVITIES OIC/DC is very familiar with the targeted population (the at risk youth) and their families and they trust OIC/DC. OIC/DC understands that DOES is responsible for recruitment. However, OIC/DC will work in tandem with DOES' recruitment staff. OIC/DC uses two primary recruitment strategies. The first is to continue our close linkages with DC Public Schools, Charter Schools ,and community groups to enlist their assistance in identifying eligible in-school young people in most need. One of the primary duties of the OIC Project Y.Com's staff is to meet with local youth serving agencies, juvenile justice staff, CBOs, the faith community, public housing communities and other groups that have contact with young people. These contacts serve to inform the organizations of the opportunity that OIC Project Y.Com provides for youth and to enlist these groups in the youth recruitment effort. A secondary benefit is that the networking enables the OIC Project Y.Com Program to build a mutually beneficial, cooperative relationship with these organizations that will open a wider range of support opportunities for the youth. OIC/DC has working relationships with many agencies that service youth. Also, OIC/DC partnerships with DCPS (OIC/DC uses School building to house the program and work directly with the School staff), DHS(OIC/DC has contracts with DHS to serve fathers and TANF

families),DHCD (OIC/DC has a contract with DHCD to provide services to disadvantaged families in Ward 8),Far Southeast Collaborative (OIC/DC has a contract to provide services to the families in Barry Farms in Ward 8),Radio One (OIC/DC will use this relationship to provide PSA for recruitment if needed),CSOSA (OIC/DC has a contract to work with offenders and their families),Public Housing and many Churches in the far Southeast and Northeast OIC/DC will use all of these relationships to recruit youth. **(See Attachment 2 Partnership List)**

The second outreach and enrollment strategy that OIC Project Y. Com uses is to go where the targeted youth are and challenge them to try the program. On the playground, on the street corner, on the B-Ball court or at the Mall. The staff is charged with going out into the community and meeting in school youth to interest them in the program and encourage them to spread the word that the program can and will help them.

All youth that are recruited by OIC/DC will be referred to DOES for certification. OIC/DC will obtain all paper work from the youth and meet the youth at DOES to begin the certification process. The Case Manager/Job Coach is responsible for recruitment. However, all OIC/DC staff have been assigned to recruit, including the CEO.

(4). ACADEMIC ENRICHMENT TRAINING.

The academic enrichment portion of the program is a mainstay and is provided routinely every week to all youth in the program. Starting with a diagnostic session of learning needs, an individualized learning plan is created with each young person that specifically focuses on areas were they are behind the grade level for their age cohort.

As a regular part of each week's program, students receive a minimum of five hours of basic education training each week during the summer phase. There is a pre –test and a post test at the end of the summer portion of the program to measure the learning gains that the young people have experienced. It is anticipated that most of the young people who complete the program will experience some gains or will not loose gained already made during the school year in both their reading and math abilities.

OIC Project Y.Com will focus on assisting youth in gaining reading and math skills as well as valuable workplace skills and the skills listed in Equipped for the Future Skills Standards (EFF). OIC Project Y.Com will utilize the outstanding PLATO Learning System (an existing Internet skills development course that is self-paced) and Workplace Essential Skills materials as two of the tools to increase academic and life skills.(OIC/DC uses many other resources. **See Attachment 3)** Participants are engaged in the Academic Enrichment every day for at least one hour. The program design is modeled after the EFF paradigm and provides feedback to the instructor, so that the program can monitor student progress and provide additional assistance if needed to master content. Content is geared directly to participant's learning needs and the participant under goes regular assessment to update the learning profile. This training is participant centered and participant driven. Academic Enrichment includes *Life Skills* reading materials such as life skills guidance modules, covering topics such as, banking, handling credit, housing, health, parenting, family issues, managing a household budget, and household safety. It is envisioned that this instruction will utilize a combined approach of presentations and peer discussions, so that the participants can share and benefit from the experiences of the total class.

OIC/DC uses the CASAS for initial academic assessment purposes. OIC/DC uses this test in a diagnostic manner. Right and wrong responses to CASAS questions suggest specific math, reading and language skill gaps. Based on the analysis of a youth's CASAS performance, individualized learning plans can be created that project the specific lessons that a participant receives, thus this

system is called a "diagnostic/prescriptive" approach. The CASAS Test will be given at the beginning of the Summer phase and a post test will be given at the end of the Summer phase.

(5). WORK READINESS TRAINING.

OIC/DC's life skills and work readiness is not a stand-alone effort. OIC/DC integrates these important instructional elements with skills and basic educational instructions, so that the youth has a holistic instructional approach designed to meet their needs. OIC/DC's pre-employment, life skills and work readiness efforts start from day one when the youth takes the Ansel-Casey Life Skills Assessment. This nationally recognized assessment system, which is provided on-line at no cost by the Annie E. Casey Foundation, enables the staff and the young person to identify work and life –skill knowledge needed to be successful. Work Readiness includes a number of interrelated areas. Career information, designed to provide career and labor market information essential for successful transition to the workforce; job search instruction, designed to provide job seeking information essential for successful transition to the workforce; and job retention instruction, designed to provide job retention information essential for staying in the workforce. This portion of the instruction includes the range of competency skills such as teamwork, effective communication, resource utilization, understanding systems, using technology and other interpersonal skill building. Work Readiness curriculum modules has been designed to give the young people detailed knowledge of what the world of work and life requires and how to prepare to meet the demands of both the labor force and life in general. But the instructional aspect of Work Readiness approach is only a part of what we do. With the curriculum modules, we combine special lectures, presentations from employers, peer group sessions and field trips, so that each week in the program offers the youth an opportunity to learn what skills are needed to successfully cope with the adult world of work.

(6) CAREER EXPLORATION TRAINING/ACTIVITIES

As an enhanced feature for this program, instructors will identify and integrate contextual learning material in the academic enrichment portion of the program with the career related material that is directly relate to the three industry sectors that are a part of the program; Media/Publications/Communication and Information Technology and Financial. This is being added to the instructional plan of service in order to make the academic enrichment more meaningful to the learners and to show the young people the direct connection between education and success in careers. It will place major emphasis on areas related to the development, operation, and delivery of a radio/TV shows and a high tech business offices and internet web site as well as the stock market during the Summer.

Youth will also participate in "Career Circles". During the Summer Phase, youth will select a career that they want to know more about once a week. During the week , the instructor assigns several youth in each section to do research on the career to be presented to the class in a Circle. Instructor guides the research process and select a guest speaker who is a professional in the career to answer questions about the career. During the Summer, "Career Circles" are presented every week, from week two through week nine.

During the Summer Phase, the youth will go on a 2 field trips to area businesses that relate to the "Career Circles". .

(7) LEADERSHIP DEVELOPMENT SKILLS ACTIVITIES

A part of our Life Skills and Work Readiness effort is a focus on youth development. Several key activities have been included in the program to foster this important part of equipping youth for life as adults. For example, we have a Youth Leadership Council. The participants of the program elect there own members and we use this leadership group to make program decisions as to cultural

learning experiences, field trips, etc. Each section or class elects a person to represent their section. This approach was used in our project last year and was very productive.

During the Summer, there are 5 "leadership" seminar (which is planned with the input of the Youth Leadership Council). The types of "leadership" seminars that will be offered include: Is College For Me?, I Can Own My Business, How to Use the Internet to Get a Job, What an Employer wants From an Employee, Role Play: My First Job Interview, Good Careers in DC, What They Pay and What It Takes To Get Them; Working For The Government, Planning for the Future, Conflict Resolution, Working for My Community, A Community Day, and What Our Elected Officials Do. These seminars are conducted by guest speakers, instructors, and/or youth. When youth present the seminar, the staff guides the process. Youth will do the research, prepare the handouts and all audio visual aids as well as present the material.

(8) PROJECT BASED LEARNING ACTIVITIES

As mention above, the three industry sectors that have been singled out for this effort are:

- Media/Publications/Communication and
- Information Technology / Telecommunications
- Financial Industry

While we plan to offer a variety of contextual learning opportunities related to careers in these three sectors, we already have developed three distinct project-based learning activities that will be used and can be seen as examples of the type of projects the youth will be engaged in. The first will be the building a high tech business office. This project is directly related to the needs of the Information Technology / Telecommunications Industry sector. Based on a modified portion of the tried and true Microsoft business office training program, the young people will work closely with an instructor to learn the component parts of a running a successful office -- and how to make those component parts fit together as a workable whole. While the time available for this activity will not be sufficient to qualify the youth as MOS Certification technicians – nor is that our goal -- it is hoped that this experience will "turn on" some of the participants to the IT industry and start them on a career trajectory in this potentially highly rewarding career pathway as well as the youth will be proficient in using the computer correctly and use it as a resources, NOT JUST TO PLAY GAMES and MY SPACE. Last year, the youth developed a web page that can be viewed at **www.oicdc.org**. The youth are responsible for updating the youth portion of the site.

The second example of our project based approach that will be a part of the program is that the young people will actually work with an instructor/producer to plan, script, develop and produce a radio show and a TV show. This project is directly related to the needs of the Media/Publications/ Communication Industry sector. And we want to point out that this project will not be simply a "simulated" experience. The show -- as produced by the young people themselves -- will be aired several times during the Summer. Working with Radio One, the youth will be able to air several shows on live radio.

Of course we plan to more fully educate the youth in the program on the specific career opportunities that are a part of these industries. Our approach for accomplishing that is to integrate field trips, employer briefings and career awareness information as a regular part of our plan of action and curriculum. Further, we will require that each youth select and complete an independent project related to his/her career tract. The third example of project based approach will occur during

the Summer Phase where the youth continue with the Media/Publications/Communication and add the Financial Industry and they will build and managing a hypothetical stock portfolio.**(See Attachment 1 Summer Curriculum).**

(9) WORK EXPERIENCE ACTIVITIES

Most of OIC/DC's youth in the Summer are between the ages of 14-15. These youth will be involved in career exploration. The Summer Program at OIC is designed for the 14-15 However, the work experience / internships that every youth 16 and 17 will be linked to an employer, once they have mastered the core Work Readiness Skills and is functioning on grade level or near grade level. These experiences will be provided by local employers in both the public and private sectors. The work experience will show a youth "how to work". Also, it provides the young person with a low- risk environment to practice job readiness skills. This low -risk environment (in that it is provided directly by employers) is identical to the "real world" and serves as a proving ground. This will allow the youth to demonstrate their actual assimilation and mastery of the hard and soft skills that they have gained during the class portion of the program. OIC/DC will develop and monitor the job sites. OIC/DC will use the employer partners to provide a wholesome work experience for our youth. Several of the 17 -18 year old youth will work at one of the OIC sites. **(See Attachment 4 Employer Partners).**

(10) CASE MANAGEMENT SERVICES

A comprehensive case management system is an integral part of the project. At a minimum, the Case Manager/Job Coach will follow the progress of all participants via a weekly review of all participant activities. In addition to the oversight of all participant activities, a critical part of the case management approach is actual face-to-face meetings with each young person. Along with the initial orientation and counseling sessions, Case Manager/Job Coach will meet with each participant twice during the summer portion of the program.

Another critical feature of our case management system is OIC/DC's case files and records. Along with the documents that substantiate the young person's eligibility, our case files are the primary source of all information and records for the participant. Finally, the OIC/DC program takes a pro-active approach to case management. OIC/DC believes in the asset approach as opposed to the deficient model for case management. In other words, while the staff recognizes and deals with the barriers that youth have, they also identify and build upon the youth's assets. Using this approach, serves as a tool to build self-confidence and to effectively engage the youth in the overall plan of service. A youth who is active in the program as opposed to a passive trainee will expend more energy in all activities and will—in the long run—achieve greater success.

The Case Manager/Job Coach also conduct meetings with the youth participants to assess their abilities, as well as, provide them with information regarding their career and educational interest. The Case Manager/Job Coach then seeks the assistance of partners in order to provide direct service to our youth participants in the particular area the youth have chosen as a career or what college they have chosen. If a youth participant does not know what career they desire then the Case Manager/Job Coach provides additional assessments as well as offers the young person a career inventory questionnaire. All interaction with the youth participant is documented in their case file by the Case Manager/Job Coach and the Director. The information in the case notes is directed to the partnering organizations that have referred the youth to the OIC/DC.

B. QUALITY OF PROGRAM DESIGN

(1) CURRICULUM

We have outlined our integrated instructional approach in Sections I-A. To provide additional content that describes our detailed curriculum approaches, we have created a topical curricula

review that more fully specifies our pedagogy. The Summer Phase also builds on the Fall Phase and includes 10 weeks of training for 4 hours per day, from 1:30 to 5:30 pm for five days per week. OIC/DC selected an afternoon time frame because our youth and parents recommended this time frame. The afternoon time frame does not interfere with the DCPS' Summer School schedule, therefore if a youth is required to go to Summer School, he/she can still participate in the program and earn money during the Summer. Also, our Parent Association indicated that youth are safer because they get-up at 11 am , come to OIC/DC and return home at the same time the parents return from work. This allows more supervised time during the youths' wake hours. The Summer Curriculum has been included as **Attachment 1** to this proposal. The academic enrichment component of the program is based on the individual needs of each young person as determined by the CASAS and TABE assessments. Therefore, there is not one, set grade level that will be used for academic enrichment. It is based on the individual level of the youth. OIC/DC also uses the PLATO Learning System which is a computer based program that allows each youth to work on their individual level. Furthermore, in that it is planned to directly link the academic enrichment with the three project based learning experiences listed in Section I-A of this proposal, it is anticipated that special contextual learning material will need to be specially designed by the instructors to fit this need.

In Summary, OIC/DC provides skills development which includes academic instruction, career education, employability skills, life skills , leadership skills, social skills training designed to facilitate positive peer interaction, anger management, or a pro-social work ethics. OIC/DC offers a comprehensive instructional program that is delivered over long timeframes which is designed to reinforce social skills in order to reduce delinquency and school absences. To assist the youth participant, we focus on developing a range of competency skills, including self-control, stress management, responsible decision making, techniques for effective problem solving, and enhanced communication in order to ensure school and job retention in the future. OIC/DC is very proud of our Parent Association. Parents are very active in the program. They often volunteer as chaperons for our activities and field trips.

THE SUMMER PHASE is 10 weeks for the youth from June 16, 2008 through August22, 2008.The youth participate daily. The Summer Program is a continuation of the in school phase with emphasis on field trips, training games and some outside activities. The schedule is outlined below:

Staff Training and Classroom Preparation May 26- June 13 , 2008

All staff will be trained in : OIC's and DOES' standard operating procedures, how to administer the CASAS Test, handling youth with problem behavior, record keeping, evaluation, time and attendance, case notes. All staff will be given instructions in how to implement OIC's curriculum. Also, all staff will assist instructors with preparing their rooms. Staff assignments will be given to each team member. Training materials will be distributed to staff. Instructors will receive their class rosters and the Case Manager/Job Coaches will receive the entire roster.

Youth Will Begin the Program **June 16, 2008 1:30-5:30 pm**

First day of training. Training will be provided daily through **August 22. 2008**
*Highlights of Program Activities

Pre-testing
June 17,18,19, 2008
Training Games
June 26,July 3,10,17,24,31, Aug 7,14,21,2008
Field Trips
July 2, 11,18,25, Aug 1,8,15,22, 2008
Post Testing
Aug 19,20, 2008
Awards Program
Aug 21, 2008
Closing Picnic
Aug 22, 2008
Youth Program ends for youth
Aug. 22, 2008
Program close-out
Aug 25-Sept 5, 2008

Staff will make final evaluations, up date all records, prepare time and attendance, and return non –consumable supplies and equipment. Assess total program operation and make written recommendations for improvement.

(2) INDUSTRY SECTORS

Please note that : although, OIC/DC has explained the Industry Sector in Section I-A- of this proposal , we will repeat that information below, in this section in order to comply with the RFP format. As mention above, the three industry sectors that have been singled out for this effort are:

- Media/Publications/Communication and
- Information Technology / Telecommunications
- Financial Industry

While we plan to offer a variety of contextual learning opportunities related to careers in these three sectors, we already have developed three distinct project-based learning activities that will be used and can be seen as examples of the type of projects the youth will be engaged in. The first will be the building a high tech business office. This project is directly related to the needs of the Information Technology / Telecommunications Industry sector. Based on a modified portion of the tried and true Microsoft business office training program, the young people will work closely with an instructor to learn the component parts of a running a successful office -- and how to make those component parts fit together as a workable whole. While the time available for this activity will not be sufficient to qualify the youth as MOS Certification technicians – nor is that our goal -- it is hoped that this experience will "turn on" some of the participants to the IT industry and start them on a career trajectory in this potentially highly rewarding career pathway as well as the youth will be proficient in using the computer correctly and use it as a resources, NOT JUST TO PLAY GAMES and MY SPACE. Last year, the youth developed a web page that can be viewed at **www.oicdc.org**. The youth are responsible for updating the youth portion of the site.

The second example of our project based approach that will be a part of the program is that the young people will actually work with an instructor/producer to plan, script, develop and produce a radio show and a TV show. This project is directly related to the needs of the Media/Publications/ Communication Industry sector. And we want to point out that this project will not be simply a

"simulated" experience. The show -- as produced by the young people themselves -- will be aired several times during the Summer. Working with Radio One, the youth will be able to air several shows on live radio.

Of course we plan to more fully educate the youth in the program on the specific career opportunities that are a part of these industries. Our approach for accomplishing that is to integrate field trips, employer briefings and career awareness information as a regular part of our plan of action and curriculum. Further, we will require that each youth select and complete an independent project related to his/her career tract. The third example of project based approach will occur during the Summer Phase where the youth continue with the Media/Publications/Communication and add the Financial Industry and they will build and managing a hypothetical stock portfolio.**(See Attachment 1 Summer Curriculum)**.

(3) PARTNERSHIP WITH PRIVATE SECTOR

Along with our joint partners, OIC/DC works with a number of additional employers. **(See Attachment 2 and 4 for the list of linkages.)** Support is the key for long-term success with youth. During the Summer, OIC/DC primarily work with 14-15 year old youth and their training regime centered around academic enrichment, youth leadership and Career Exploration /Work Readiness Training. For the few older youth, OIC/DC develops work experience sites with many of the employers that are listed in Attachments 2 & 4. Also, several of the youth will be placed at the OIC sites.

In addition to DC Public Schools, OIC/DC has partnered with Radio One, Inc. and MCFRA IT Services, Inc. to provide the guidance for the project based learning in two of the demand industries. For five years , OIC/DC in school youth produced a radio show for one hour on Saturdays on WOL AM. While OIC/DC will not continue the radio show, Radio One will continue to work with the program and allow field trips, and several live radio shows that the youth produce.

Radio One, Inc. is the fastest growing company in the radio broadcasting and programming industry that targets African American listeners. Radio One owns 49 stations in 19 markets with 1,400 employees. Kathy Hughes is the founder and owner of the company, and she has agreed to support this youth effort with OIC/DC. Radio One is headquartered in Landover, Maryland. Radio One will move o the District in the near future.

MCFRA IT Services, Inc. is a small but highly experienced Information Technology firm, based in Northern Virginia. The senior engineers average over 20 years experience in delivering innovative quality solutions within cost, schedule, and performance criteria. The core competencies are systems analysis & engineering, software development, database design & administration, certification training, network engineering, program management, information security, Internet application development, and legacy system re-design.

MCFRA IT Services personnel know how to leverage information technology to help customers get their jobs done. They specialize in solving problems for government and commercial clients.

MCFRA IT Services is experienced at working outside the continental United States.

MCFRA IT will participate with the Career Circles and MOS training.

(4) INSTRUCTIONAL MODEL FOR INTEGRATION ON SUBJECT MATTER

OIC/DC's approach is to provide an intensive and enriched learning experience for all youth. While there is no set time frame for a young person to master the course materials, most youth

proceed through the curriculum without complications. Youth meet at Eliot Jr. High and Marshall Charter School daily from 1:30-5:30pm during the Summer Phase. OIC/DC's instructional approach is to use a supervised computer assisted model that is modular in design ,so that an open entry / open exit program is possible. Case Manager/Job Coaches and Instructors work with each youth to ensure that the individual attention that a youth may need to master subject content is provided. OIC/DC also use a student grouping process that allows the students to support one another and also makes the learning experience more interactive and enjoyable for the learners.

OIC/DC provides one integrated curriculum that provides a holistic approach to learning. The training encompasses basic education, career exploration, employability, social skills ,life and world-of-work skill as a complete program. The youth learn the interrelationship of all of these skills for ultimate success. In many respects, OIC/DC integrates the SCANS skills approach in our program: encouraging students to master both the foundation skills and the SCANS competency skills needed by employers.

Regular progress testing is a routine part of the training program. These progress tests and the review system (that is a part of the tests) provide on-going measurement of the youth's mastery of key fundamental content areas that are the foundation for ultimate success. It is planned that not only will the instructors' progress test be used to focus on learning needs, but these tests will also become a part of the youth's case file. Results on tests serve to initiate action on the part of the staff to seek additional assistance for youth who may be experiencing difficulties with the progress tests.

As for the basic and remedial education, the bulk of this instruction will be accomplished using a self-paced, computer-assisted instructional software package. Participants will first undergo the educational assessment process to determine the appropriate starting place in the program. The teacher will monitor the participants' achievement of objectives through the use of skills development tests built into the software program and routinely administered as a part of the program. In addition to the computerized training program, the teacher will offer individual and small group tutoring sessions to personalize the learning environment and to provide opportunities to practice using reading, oral communication, writing, or computer exercises frequently encountered in the work place. OIC/DC also makes the learning environment fun for the youth with weekly field trips to businesses or cultural sites, training games and selected projects.

(5) KEY FEATURES OF ACADEMIC ENRICHMENT

The key features of the academic enrichment portion of the program is outlined in detail in Section I- A of this proposal. As stated, the academic enrichment portion of the program is a mainstay and is provided routinely every week to all youth in the program. Starting with a diagnostic session of learning needs, an individualized learning plan is created with each young person that specifically focuses on areas were they are behind the grade level for their age cohort.(See Section I-A)

As a regular part of each week's program, students receive a minimum of five hours OF Academic Enrichment during the Summer Phase. There is a post test at the end of both the school year and summer portion of the program to measure the learning gains that the young people have experienced. It is anticipated that all of the young people who complete the program will experience gains in both their reading and math abilities.

(6) KEY FEATURES OF CAREER EXPLORATION, EMPLOYABILITY SKILLS TRAINING, AND WORK EXPERIENCE.

OIC/DC offers an integrated instructional package that focuses on employability training and occupational skill, but also offers instruction in a number of foundation skills such as ***life skill*** –

including SCANS skills. The program employs a modular approach, so that an open entry / open exit case flow can be achieved. Through the use of computer-assisted materials, a more individualized instructional approach is possible which ensures that the youth are not forced to re-learn material already mastered. The career related material will directly relate to the industry sectors.. Lesson plans have been designed in accordance with the Work Readiness Credential, a tool to assess critical entry-level skills, to ensure that students are equipped with the basic skills needed to be competitive in the workplace. The key features are described in detail in Sections I A of this proposal. OIC/DC will not repeat that information in this section.

(7) NUMBER OF YOUTH TO BE SERVED AND SPECIFIC APPROACHES FOR INVOLVING YOUTH OF MULTI-LEVELS

OIC/DC will serve 250 youth in the training program . As stated above, OIC/DC will utilize the PLATO Computer Based Learning System and individual learning packages that will allow a youths to work on their level and at their learning rate. Youth will be assessed on regular bases by the Instructor and Case Manager/Job Coach to determine which learning package a youth needs to work with and what level the youth should be working on in the Plato System. The instructor/youth ratio is 25/1.

(8) STRATEGIES TO ENSURE THAT YOUTH ARE ENGAGED

In an effort to motivate youth to participate in the program and be actively engaged , OIC/DC has created the FOCUS Merit System. OIC/DC has used this approach for three years and it has proved to be very, very successful in changing youth behavior and participation. A description on the system is outlined below:

F.O.C.U.S. Merit System

Follow One Course Until Success

It is our aim to reinforce positive behavior and build character through reward and positive feedback. The merit system enables our students to have daily practice of the behavioral and employability skills that facilitate success in the workplace and the community-at-large. In addition it allows students to become engaged in self monitoring while receiving feedback from staff. This two-fold aspect of evaluation, by self and staff, is designed to assist the student with internalizing the social skills needed within our society and to learn the skills of self-monitoring and self control.

It is our goal to ensure that the students who participate in the OIC program will remain focused on their employability aspirations and also on their character which will ensure job retention in the future.

Each student will be evaluated by staff to obtain a personal character goal. This is intended to focus on one specific behavior to be improved upon. Each staff will evaluate the student's social interaction and workplace ethics. The student will be awarded focus points every time he/she attends the OIC program and they adhere to the standards set by the OIC staff. Focus points will also be awarded in the areas that employers look for in a good employee hereafter noted as focus standards. The following focus standards are listed below. Students and staff tally the points every month in the Fall Phase and each week in the Summer Phase.

F.O.C.U.S
STANDARDS
Follow . One . Course . Until . Success.

- **POSITIVENESS-** the ability to work with and see people and situations in a positive way
- **SERVANTHOOD-** the willingness to submit, play team ball, and follow the leader
- **GROWTH POTENTIAL-** a hunger for personal growth and development; the ability to keep growing as the job expands.
- **FOLLOW THROUGH** - the determination to get the job done completely and with consistency.
- **LOYALTY** -the willingness to always put the leader and the organization above personal desires
- **RESILIENCY-** the ability to bounce back when problems arise.
- **INTEGRITY-** trustworthiness and solid character; consistent words and walk.
- **"BIG PICTURE" "MIND SET"-** the ability to see the whole organization and all of its needs
- **DISCIPLINE-** the willingness to do what is required regardless of personal mood
- **GRATITUDE-** an attitude of thankfulness that becomes a way of life

The Points Awarded to Each Youth

Achievements:	Focus Points:
Attendance *Arrive on Time for program and each class	20
Personal Behavior *Respect staff and peers No profanity or sarcasm Display courteous attitude	10
Participate Fully In the Program *Follow instructions of staff without hesitation. Participate in activities and demonstrate interest.	10
F.O.C.U.S Standard	
*Display at least 5 of the Standards	20
*Display all 10 of the Standards	30

FOCUS LEVELS

Bronze Level:	**75**
Silver Level:	**150**
Gold Level:	**200**
Star Level:	**250**

At the end of each week, youth can cash in their FOCUS points for prizes or save them to build up points to "buy" prizes , such as: mobile phone with 500 minutes, radio, CD's, gift cards to McDonald's, gift cards to movies, gift cards to the GAP, gift card to Target, school supplies, candy, snacks. Each prize is displayed at the training center with the number of points needed to purchase. As an example the mobile phone is 250 points, but the snacks are 10 points. OIC/DC receives prizes from area businesses.

(9) PARTNERSHIP WITH PUBLIC SCHOOLS

OIC/DC has worked closely with DCPS for 7 years with the In School Program. Our program is housed at Eliot Jr. High and Ballou Sr. High. We will continue that relationship. Also, OIC/D's Case Manager/Job Coaches work with the principals, teachers, and counselors in each school that our participants are enrolled. We are apart of the team that helps to plan and direct the youths' progress through school. Case Manager/Job Coaches meet regularly with the counselors in the school, as well as the teachers. Case Manager/Job Coaches gets each youth's report card on a quarterly bases, reviews it with the youth, parent, and the teacher. After the review, the youth is required to work with the OICDC instructor to improve the deficiencies. Also, Case Manager/Job Coachs and Instructors assist youths with their homework when needed. Case Manager/Job Coaches are required to check the youth's attendance in school to encourage them to go to school on regular bases. This entire effort is coordinated with DCPS.**(See Attachment 10)**

(10) PLAN TO RECRUIT YOUTH IN MOST NEED

OIC/DC uses two primary recruitment strategies. The first is to continue our close linkages with DC Public Schools, Charter Schools ,and community groups to enlist their assistance in identifying eligible in-school young people in most need. One of the primary duties of the OIC Project Y.Com's staff is to meet with local youth serving agencies, juvenile justice staff, CBOs, the faith community, public housing communities and other groups that have contact with young people. These contacts serve to inform the organizations of the opportunity that OIC Project Y.Com provides for youth and to enlist these groups in the youth recruitment effort. A secondary benefit is that the networking enables the OIC Project Y.Com Program to build a mutually beneficial, cooperative relationship with these organizations that will open a wider range of support opportunities for the youth. OIC/DC has working relationships with many agencies that service youth. Also, OIC/DC partnerships with DCPS (OIC/DC uses School building to house the program and work directly with the School staff), DHS(OIC/DC has contracts with DHS to serve fathers and TANF families),DHCD (OIC/DC has a contract with DHCD to provide services to disadvantaged families in Ward 8),Far Southeast Collaborative (OIC/DC has a contract to provide services to the families in Barry Farms in Ward 8),Radio One (OIC/DC will use this relationship to provide PSA for recruitment if needed),CSOSA (OIC/DC has a contract to work with offenders and their families),Public Housing and many Churches in the far Southeast and Northeast OIC/DC will use all of these relationships to recruit youth. **(See Attachment 2 Partnership List)**

The second outreach and enrollment strategy that OIC Project Y. Com uses is to go where the targeted youth are and challenge them to try the program. On the playground, on the street corner, on the B-Ball court or at the Mall. The staff is charged with going out into the community and meeting in school youth to interest them in the program and encourage them to spread the word that the program can and will help them.

All youth that are recruited by OIC/DC will be referred to DOES for certification. OIC/DC will obtain all paper work from the youth and meet the youth at DOES to begin the certification process.

The Case Manager/Job Coach is responsible for recruitment. However, all OIC/DC staff have been assigned to recruit, including the CEO.

(11) PARTICIPANTS' EVALUATION

OIC/DC staff employs a systems of monitoring and evaluation of youth participants to ensure that a youth is engaged in the program and progressing. The youth are also given a survey at the close of the school year to assess their own development as well as the impact the OIC/DC staff has made on their personal and career development. The Case Manager/Job Coaches and Instructors evaluate the youth every month in 4 areas: academic achievement, attendance, behaviour, and character development. The Director of Youth Programs reviews evaluations monthly and conducts personal meetings with the youth participants as needed, to further assess and implement new strategies to help to develop the youth. The Instructor and Case Manager/Job Coaches then issue a plan of action for the youth participant to follow by the next meeting. The meetings are designed and implemented to ensure that the youth are adhering to the plan of action that is set in place as well as to encourage the youth to improve their personal development. During the Summer Phase the youth are evaluated weekly. **(See Attachment 9 Participant's Evaluation.).**

II TECHNICAL EXPERTISE

A. PROGRAM STAFFING AND MANAGEMENT

(1) ROLES AND RESPONSIBILITY OF EACH STAFF CHARGED TO THIS CONTRACT

It is planned that there will be full-time staff that will provide the career instruction, project-base activities and academic enrichment during the Summer. The 2 Coordinators will charge 20% to this contract and the balance of the time to the In-school contract. The CEO will spend 15% time.

SUMMER STAFFING

POSITION	NAME	%TIME
Program Supervisor	[redacted]	100%
Coordinator/Academic Enrichment	[redacted]	20%
Coordinator/Project Base	[redacted]	20%
Coordinator/Work Readiness	[redacted]	100%
Case Manager/ Job Coach	[redacted]	100%
Case Manager/ Job Coach	[redacted]	100%
Case Manager/Job Coach	Vacant	100%
Instructor	[redacted]	100%
Instructor	[redacted]	100%
Instructor	[redacted]	100%
Instructor	[redacted]	100%
4 Instructors	Vacant	100%
Clerk	[redacted]	100%
Clerk	[redacted]	100%
CEO	[redacted]	15%

Resumes of the staff that have already been identified are included in the Section immediately following below.

(2) POSITION DESCRIPTIONS AND RESUMES OF PERSON and VACANCY ANNOUNCEMENT CHARGED TO THIS CONTRACT

(See the following pages0

A detailed position description and copies of the résumés of staff identified or consultant agreements for each individual who will be charged to the contract are included in the following pages

Job Description
Site Supervisor

Duties:

Responsible for the day-to-day site operations including monitoring the implementation of the curriculum, attendance of staff, overseeing the proper planning and execution of all trips and activities, analyzes departmental records, monitors and evaluates operational effectiveness, designs, establishes, and maintains an organizational structure and staffing to effectively accomplish the organization's goals and objectives, supervises and evaluates staff to determine program needs in terms of space, equipment and staff, assists in the preparation of informational student packets, conducts weekly meets with Coordinators, work with the plans and directs operational program refinements, provides individual and group vocational guidance techniques to help make the best use of available services and training facilities, motivates participants to strive for good attendance and to learn skills that will enable them to obtain gainful employment, interprets and evaluates test, and performs miscellaneous job-related duties as assigned.

Qualifications:

Completion of a Bachelor's Degree, three years of supervisory and administrative experience in management, educational counseling, vocational guidance, and coordination of several activities or any equivalent combination of acceptable training and experience.

KEY TO SUCCESS
Washington, DC OIC
Opportunities Industrialization Center

Job Description
Coordinator

Duties:

Directly oversees mentoring and counseling tasks, assists with the placement of qualified participants into full-time employment, provides follow-up services with participants and employers, assists instructors with lectures, testing and curriculum preparation, assists with collection and maintenance of records and relevant data, counsels participants and provides group education, mentoring and vocational guidance services, collects, organizes and analyzes information about participants through records and test, interviews to appraise their interest, aptitudes, abilities and personality characteristics for vocational and educational planning, compiles and studies occupational, educational and economic information to aid in making and carrying out vocational and educational objectives, assists participants in understanding and overcoming social, emotional and economical barriers, monitors participant activities aimed at attaining set goals and overcoming barriers, provides direct supervision to students, accompanies students on field trips and conferences, assesses social and employability developmental needs, assists with behavior modification, functions as an advocate between site personnel and participants to maintain open communications and achieve individual education plan and employment objectives, plans, develops and implements strategies for developing independent work skills, oversees work training, provides instruction and assistance accordingly, monitors activities and program behavior, provides explanation, example and instruction to participants consistent with program objectives and standards, and reinforces skills according to individual and group needs.

Qualifications:

Completion of a Bachelor's Degree in sociology, psychology, education or related field, a minimum of two years counseling experience, excellent track record with accomplishments of serving youth with multiple barriers, good oral and written communication skills.