

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT	1. Contract Number DCCF-2008-D-0007-A27	Page of Pages 1 2
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2. Amendment/Modification Number M01	3. Effective Date See 16C Below	4. Requisition/Purchase Request No. RQ414965/PO262711	5. Solicitation Caption Passport to Work Summer Youth Program
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6. Issued by: Office of Contracting and Procurement 441 4th Street, NW, Suite 700S Washington, DC 20001	7. Administered by (If other than line 6) Department of Employment Services Office of Youth Programs 625 H Street, NE, 1st Floor Washington, DC 20002
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EduSmart, LLC 1325 G Street, NW, Suite 500 Washington, DC 20005	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>9A. Amendment of Solicitation No.</td></tr> <tr><td>9B. Dated (See Item 11)</td></tr> <tr><td>X 10A. Modification of Contract/Order No. DCCF-2008-D-0007-A27</td></tr> <tr><td>10B. Dated (See Item 13) June 16, 2008</td></tr> </table>	9A. Amendment of Solicitation No.	9B. Dated (See Item 11)	X 10A. Modification of Contract/Order No. DCCF-2008-D-0007-A27	10B. Dated (See Item 13) June 16, 2008
9A. Amendment of Solicitation No.					
9B. Dated (See Item 11)					
X 10A. Modification of Contract/Order No. DCCF-2008-D-0007-A27					
10B. Dated (See Item 13) June 16, 2008					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

	A. This change order is issued pursuant to (Specify Authority): The changes set forth in item 14 are made in the contract/order no. in item 10A.
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.
X	C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2
	D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Contract number DCCF-2008-D-0007-A27 is hereby modified to include a biweekly payment schedule as outlined on Page 2 of this modification.

Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or print) <i>Patricia Holloman Miller</i>	16A. Name of Contracting Officer <i>Gena Johnson</i>
15B. Name of Contractor <i>Shree</i>	15C. Date Signed <i>6/24/2008</i>
	16B. District of Columbia <i>DC</i>
	16C. Date Signed <i>6/24/08</i>

(Signature of person authorized to sign)

(Signature of Contracting Officer)

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCCF-2008-D-0007-A27		Page of Pages 2 2	
2. Amendment/Modification Number M01	3. Effective Date See 16C Below	4. Requisition/Purchase Request No. RQ414965/PO262711	5. Solicitation Caption Passport to Work Summer Youth Program			

A. The first sentence in Section G.2.1 is revised to read as follows:

The Contractor shall submit proper invoices in accordance with the payment schedule in Section G.4.

B. Section G.4.2 is added as follows:

The Contractor shall submit invoices in accordance with the schedule below.

	Invoice Dates
#1	June 27, 2008
#2	July 11, 2008
#3	July 25, 2008
#4	August 8, 2008
#5	August 22, 2008
#6	September 5, 2008
#7	September 22, 2008

C. Section G.4.3 is added as follows:

The invoice amount shall be calculated based on the following formula:

$[\text{Unit Price} \times \text{Number of Students referred by DOES}] / 7$

D. Section G.4.4 is added as follows:

The District will verify the number of participants in the contractor's program by comparing the number of students referred to the contractor by DOES and the number of participants as shown in the bi-weekly Time and Attendance Reports submitted by the Contractor. If there is an inconsistency between the number of participants referred and the Time and Attendance Reports, the COTR will work with the Contractor to reconcile the number of participants. In no event, shall the number of participants exceed the maximum number of participants listed in Section B.2 of the contract.

2. Contract Number DCCF-2008-D-0007-A27	3. Effective Date See 20C Below	4. Requisition/Purchase Request/Project No.
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5. Issued By: Code	6. Administered by (If other than line 5)
Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, D.C. 20001	Department of Employment Services Office of Youth Programs 625 H Street, NE, 1 st Floor Washington, DC 20002

7. Name and Address of Contractor (No. street, city, county, state and Zip Code)	8. Delivery
EDUSMART, LLC 1325 G Street, NW Suite 500 Washington, DC 20005	<input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Schedule Section F)
Duns No. _____	9. Discount for prompt payment
Code _____	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	12. Payment will be made by Code
N/A	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:
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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	750	\$1,256.00	\$942,000.00
Total Maximum Amount of Contract					\$ 942,000.00

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	B	Supplies or Services & Cost/Price	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
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X	E	Inspection and Acceptance	12	X	K	Representations, Certifications and Other Statements of Offerors	34
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X	G	Contract Administration data	14		L	Instructions, conditions & notices to Offerors	N/A
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Contracting Officer will complete Item 17 or 18 as applicable.

17. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 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.
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19A. Name and Title of Signer (Type or print) <i>Alicia Hoffman Miller</i> PRESIDENT/CEO	20A. Name of Contracting Officer Gena Johnson
19B. <i>Dalrice</i> (Signature of person authorized to sign)	20B. <i>[Signature]</i> (Signature of Contracting Officer)
19C. Date Signed 6/11/2008	20C. Date Signed 6/20/08

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	750	\$1,256.00	\$942,000.00

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.

- 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.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 13, 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
CONTRACT 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.

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
Patricia Hoffman Miller	Project Director/Site Director
Alexander Dorsey	Assistant Project Director/Site Director
Tanganika Swann	Site Director

James Norwood	Site Director/Technology Director
Jennifer Johnson	Career Specialist

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.

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.

(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

Offeror EDUSMART, LLC Date 04-11-2008

Name Patricia Hoffman Miller, PhD Title President/CEO

Signature Patricia A. Miller

Offeror 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.

EXCLUDED END PRODUCTS
COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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 Clause 13 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:

(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

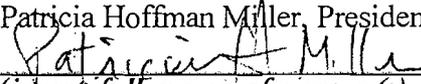
3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(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:

Patricia Hoffman Miller, President and CEO


(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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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

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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 delay 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.

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- (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.

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- (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.

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- (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.

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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."

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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

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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 claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

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- (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.

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- (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.

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- (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

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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

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- (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

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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.

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(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.

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- (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.

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“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. Service Contract Act of 1965:

- (a) Definitions. “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) Applicability. 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) Compensation

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- (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 practices 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

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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.

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- (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

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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)

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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. Cost and Pricing Data:

- (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.

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- (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;

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- (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

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 Division of
 Director 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 Equipment 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 ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, 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 ordnance, (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 ordnance, 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 ordnance, 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/>.

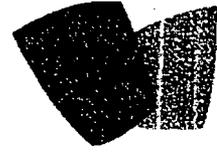
REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

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



EDUSMART

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

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

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

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

EDUSMART 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."

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

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

EDUSMART 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.

PRESIDENT/CEO
AUTHORIZED OFFICIAL AND TITLE
Patricia H. Miller
AUTHORIZED SIGNATURE
NAME

4-11-2008
DATE
EDUSMART, LLC
FIRM/ORGANIZATION

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 4 th Street, NW, Suite 700 South Washington, DC 20001				
Instruction: (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) <input checked="" type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report				
Total number of reports being filed by this Company: <u>1</u>					
Section B - COMPANY IDENTIFICATION (To be answered by all employers)					
1. Name of company which owns or controls the establishment for which this report is filed <u>EDUSMART LLC</u>					
Address: Street and street number <u>1325 G ST NW #500</u> <u>WASHINGTON DC 20005</u>	City or Town <u>WASHINGTON</u>	Country <u>US</u>	State <u>DC</u>	Zip Code <u>20005</u>	b.
Employer Identification No. XXXXXXXXXX					
2. Establishment for which this report is filed <u>EDUSMART LLC</u>					OFFICIAL USE ONLY
Name of establishment <u>EDUSMART LLC</u>					
Address: Street and street number _____		City or Town _____	Country _____	State _____	Zip Code _____
Employer Identification No. XXXXXXXXXX					
3. Parent or affiliated Company Name of parent or affiliated Company _____					
Address: Street and Street _____			City or Town _____	Country _____	State _____
b. Employer Identification No. XXXXXXXXXX					
Section C - ESTABLISHMENT INFORMATION					
1. Is this location of the establishment the same as that reported last year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis		2. Is the major business activity at this establishment the same as that reported last year? <input checked="" type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis		OFFICIAL USE ONLY	
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) <u>CONSULTING AND CONTRACTING; TECHNOLOGY AND EDUCATION</u>					
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <u>AFRICAN AMERICAN</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					

DAS 84-404

(Replaces D.C. Form 26-0, Sept. 74 which is Obsolete)

84-2P891

R(a)(6)

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

CCB NUMBER: _____ of _____ pages

Standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted

AMOUNT OF PRIME CONTRACT: \$ _____
AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____ % OF THE PRIME CONTRACT.

PRIME CONTRACTOR: **NONE** ADDRESS: _____

PROJECT DESCRIPTIONS: _____

WARD NO. _____

LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

1. NAME OF SUBCONTRACTOR	2. IS THIS A *MINORITY SUB? YES NO	3. AMOUNT OF SUBCONTRACT equals(=)
4. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE	5. % (percent) OF TOTAL PRIME CONTRACT	
1. MINORITY SUBCONTRACTOR	1. YES NO	1. \$ equals(=)
2. _____	2. _____	2. _____ %
3. _____	3. _____	3. _____ %
4. _____	4. _____	4. _____ %
5. _____	5. _____	5. _____ %
6. _____	6. _____	6. _____ %
7. _____	7. _____	7. _____ %
8. _____	8. _____	8. _____ %
9. _____	9. _____	9. _____ %
10. _____	10. _____	10. _____ %
11. _____	11. _____	11. _____ %
12. _____	12. _____	12. _____ %
13. _____	13. _____	13. _____ %
14. _____	14. _____	14. _____ %
15. _____	15. _____	15. _____ %
16. _____	16. _____	16. _____ %
17. _____	17. _____	17. _____ %
18. _____	18. _____	18. _____ %
19. _____	19. _____	19. _____ %
20. _____	20. _____	20. _____ %

TOTAL AMOUNT SUBCONTRACTED TO *MINORITY BUSINESS ENTERPRISES: \$ _____

PERCENT OF PRIME CONTRACT: _____ %

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: 4-11-2008

Name of Organization/Entity: EDUSMART, LLC

Address: 1325 G ST., N.W # 500, WASHINGTON, DC

Business Telephone No: 202 536-2964

Principal Name: PATRICIA HOFFMAN MILLER PRESIDENT/CEO

Soc. Sec. No. _____

Federal Identification No.:

Contract No.: DCCF 2008-R-0007

Unempl. Ins. Account No.: _____

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
Sales and Use	()	()	(X)
Employer Withholding	()	()	(X)
Bill Mark Fee	()	()	(X)
Corporation Franchise	()	()	()
Unincorporated Franchise	()	()	()
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.

Patricia H Miller

PRESIDENT/CEO

Signature of Authorizing Agent

Title

PATRICIA H. MILLER
Print Name

Notary: DISTRICT OF COLUMBIA, ss

Subscribed and sworn before me this _____ day of _____ Month and Year

Notary Public _____

My Commission Expires: _____

R(a)(6)



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

BEST AND FINAL OFFER PROPOSAL CLARIFICATIONS

IN RESPONSE TO

DCCF-2008-R-007

PASSPORT TO WORK SUMMER YOUTH PROGRAM

Submitted by

EDUSMART, LLC

May 8, 2008

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I. Technical Proposal

A. Program Purpose

The purpose and objectives of the Passport to Work Summer Youth Program is to provide youth residing in the District of Columbia with the opportunity to explore career and educational options in an out of school environment.

EDUSMART's Summer Program will engage youth in experiential and problem-based learning experiences designed to expose participants to the complexity of real world employment, while concurrently integrating career assessment and exploration with academic remediation and enrichment.

The Program will offer six career clusters. The career clusters are:

- Business, Entrepreneurial and Information Systems
- Health Sciences and Services
- Engineering and Technology
- Human and Public Service
- Natural and Environmental Science
- Arts and Humanities

Participants will explore each career cluster as a part of the program's rotational schedule.

B. Curriculum Overview

The success of the program is highly correlated with the ability of program participants to explore career and educational options within a variety of occupational strands. Participants will analyze their aptitudes, interests and skills as a core component of program implementation.

A program curriculum overview for each cluster (including academic remediation) is included on the following pages.

EDUSMART CURRICULUM -PATHWAY TO SUMMER WORK

CLUSTER ONE - BUSINESS, ENTREPRENEURIAL AND INFORMATION SYSTEMS

	GRADE	Planning and Organizing a Business	Business Operations	Management, Marketing and Human Resource Concepts	Finance, Budgeting and Accounting	Business Law	Desktop Publishing and Web Design	SAMPLE Occupations for This Pathway
SECONDARY	9	Understanding Entrepreneurship	Operating Procedures for Small Businesses	Management, Motivation and Hiring Employees; Marketing Needs and Assessments	Business Budgeting and Accounting; Break-Even Analysis and Pro Forma/Cash Projections	Business Law Basics	Desktop Publishing Basics and Web Design	Small Business Owner, Partner, President, Franchisee, Chief Executive Officer, Proprietor, Principal, School Superintendent
	10	Understanding Entrepreneurship	Operating Procedures for Small Businesses	Management, Motivation and Hiring Employees; Marketing Needs and Assessments	Business Budgeting and Accounting; Break-Even Analysis and Pro Forma/Cash Projections	Business Law Basics	Desktop Publishing Basics and Web Design	Desktop Publisher, Computer Operator, E-Commerce, Information Assistant, Data Entry Specialist, Web Designer
	11	Understanding Entrepreneurship	Operating Procedures for Small Businesses	Management, Motivation and Hiring Employees; Marketing Needs and Assessments	Business Budgeting and Accounting; Break-Even Analysis and Pro Forma/Cash Projections	Business Law Basics	Desktop Publishing Basics and Web Design	Government Manager, Sports and entertainment, Management Trainees, Marketing Analysts, Accountant, Store Manager, Customer Service Representative, Warehouse Manager, Payroll Manager, Human Resources, Administrative Services Manager, Records Processing, Paralegals, Credit Manager

12	Understanding Entrepreneurship	Operating Procedures for Small Businesses	Management, Motivation and Hiring Employees, Marketing Needs and Assessments	Business Budgeting and Accounting; Break-Even Analysis and Profit/Cash Projections	Business Law Basics	Desktop Publishing Basics and Web Design	
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EDUSMART CURRICULUM -PATHWAY TO SUMMER WORK

CLUSTER TWO - HEALTH SCIENCES/SERVICES

	GRADE	Health Sciences and Services	Health Care Systems - Legal and Ethical Responsibilities	Introduction to Diagnostic Health Services	Introduction to Therapeutic Services	Introduction to Biotechnology Research and Development	Introduction to Health Informatics	SAMPLE Occupations for This Pathway
SECONDARY	9	Introduction to Integrated Health Sciences I	Doctors, Nurses, HMO's and Hospitals	Medical Terminology, Nutrition and Wellness, Child Development	Dental Health, Community Health, Emergency Medical, Technology, Medical Specialities, Pharmacy and Physical Therapy.	Introduction to Principles of Biomedical Sciences; Human Body Systems; Health Care Systems and Medical Intervention	Understanding Health Care Systems, Pharmacy, Health Administration and Health Information Systems	Two Year Degree - Cardiovascular Technologist, Clinical Lab Technician, Computer Topography Technician, Mammographer, Anesthesiological Assistant, Certified Nursing Assistant, Pharmacy Technician, Licensed Practical Nurse, Process Technician, Animal Services Technician, Data Analysts, Patient Financial Services Representative, Unit Coordinator
	10	Introduction to Integrated Health Sciences I	Doctors, Nurses, HMO's and Hospitals	Medical Terminology, Nutrition and Wellness, Child Development	Dental Health, Community Health, Emergency Medical, Technology, Medical Specialities, Pharmacy and Physical Therapy	Introduction to Principles of Biomedical Sciences; Human Body Systems; Health Care Systems and Medical Intervention	Understanding Health Care Systems, Pharmacy, Health Administration and Health Information Systems	

11	Introduction to Integrated Health Sciences II	Doctors, Nurses, HMO's and Hospitals	Medical Terminology, Nutrition and Wellness, Child Development	Dental Health, Community Health, Emergency Medical, Technology, Medical Specialities, Pharmacy and Physical Therapy	Introduction to Principles of Biomedical Sciences; Human Body Systems; Health Care Systems and Medical Intervention	Understanding Health Care Systems, Pharmacy, Health Administration and Health Information Systems	Four Year Degree and/or Graduate Degree- Health Care Administrator, Risk Manager, Epidemiologist, Biochemist, Bioinformatics Specialist, Geneticist, Research Associate, Nurse, Physician's Assistant, Speech/Language Pathologist, Cell Biologist, Pharmaceutical Scientist, Health Educator, Public Health Educator, Physician
12	Introduction to Integrated Health Sciences II	Doctors, Nurses, HMO's and Hospitals	Medical Terminology, Nutrition and Wellness, Child Development	Dental Health, Community Health, Emergency Medical, Technology, Medical Specialities, Pharmacy and Physical Therapy	Introduction to Principles of Biomedical Sciences; Human Body Systems; Health Care Systems and Medical Intervention	Understanding Health Care Systems, Pharmacy, Health Administration and Health Information Systems	

CLUSTER THREE - ENGINEERING AND TECHNOLOGY

		<p>What is Engineering and Technology and How are They Used?</p>	<p>Design Processes and Fundamentals of Engineering</p>	<p>Drafting and Computer Aided Design</p>	<p>The History of the Internet</p>
	<p>NINTH</p>				<p>Network and Open Systems Architecture</p>
	<p>TENTH</p>				<p>The TCP/IP Layer Model and the Core Protocols of the TCP/IP Suite</p>
	<p>ELEVENTH</p>				<p>Internet Protocol (IP) Addresses</p>
					<p>Transport Control Protocol (TCP) and User Datagram Protocol (UDP)</p>
					<p>The Art of Subnet Masking</p>
					<p>Resolution of IP Addresses and Logical Names</p>
					<p>Configuring Domain Name Servers</p>
					<p>Gateway and Routing Protocols</p>
					<p>Configuration of Hosts</p>
					<p>Remote Command Applications</p>
					<p>File Transfer Protocol</p>

Electronic Mail over TCP/IP	
Managing a Network	
Dial-Up Networking Using TCP/IP	
Firewalls and Security	
NIS and NFS	
IP over ATM	
Configuring Network Servers to use TCP/IP	
Configuring Client Software	
Future Applications of TCP/IP	

EDUSMART CURRICULUM -PATHWAY TO SUMMER WORK

CLUSTER FOUR - HUMAN AND PUBLIC SERVICE

	GRADE	Understanding Human and Public Service	Types of Human and Public Service	Politics, Governance, Public Administrations and Management	National and Local Security, Law Enforcement and Corrections	Legal and Protective Services	Education	SAMPLE Occupations for This Pathway
JUNIOR HIGH	9	What is Human and Public Service	Introduction to Human and Public Services: Politics and Governance; National and Local Security; Law Enforcement; Education, Legal Services; Legal and Protective Services, Correctional Services, Public Management and Administration	Introduction to Political Careers and Public Administration: Legislative, Executive and Judicial Branches	Introduction to Local, National and International Police, Fire Corrections and Security	Introduction to Law Education, Sociology and Psychology	Introduction to Education Careers I and II	Teachers, professors, Child Care Workers, Coach, Group Worker, Child Care Director, Elementary Teacher, Secondary Teacher, School Counselor, Principal, School Superintendent
	10	What is Human and Public Service	Introduction to Human and Public Services: Politics and Governance; National and Local Security; Law Enforcement; Education, Legal Services, Legal and Protective Services, Correctional Services, Public Management and Administration	Introduction to Political Careers and Public Administration: Legislative, Executive and Judicial Branches	Introduction to Local, National and International Police, Fire Corrections and Security	Introduction to Law Education, Sociology and Psychology	Introduction to Education Careers I and II	State Trooper, Police Officer, Fireperson, Immigration and Customs Inspector, Training Officer,

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11	What is Human and Public Service	Introduction to Human and Public Services: Politics and Governance; National and Local Security; Law Enforcement; Education, Legal Services, Legal and Protective Services, Correctional Services, Public Management and Administration	Introduction to Political Careers and Public Administration: Legislative, Executive and Judicial Branches	Introduction to Local, National and International Police, Fire, Corrections and Security	Introduction to Law Education, Sociology and Psychology	Introduction to Education Careers I and II	Animal Control Officer, FBI Agent/Specialist, Combat Control Officer, Military Specialist, National Security Specialist, Council Member, Mayor, State Legislator, Policy Advisor, Senator, Congressman, President, Emergency Management Specialist.
12	What is Human and Public Service	Introduction to Human and Public Services: Politics and Governance; National and Local Security; Law Enforcement; Education, Legal Services, Legal and Protective Services, Correctional Services, Public Management and Administration	Introduction to Political Careers and Public Administration: Legislative, Executive and Judicial Branches	Introduction to Local, National and International Police, Fire, Corrections and Security	Introduction to Law Education, Sociology and Psychology	Introduction to Education Careers I and II	

EDUSMART CURRICULUM -PATHWAY TO SUMMER WORK

CLUSTER FIVE - NATURAL AND ENVIRONMENTAL SCIENCE

GRADE	Understanding Science	Agricultural Science	Natural Science	Earth Science	Environmental Science	Social Science	SAMPLE Occupations for This Pathway
	9	What is Science and How Does It Affect My Life	Understanding Agricultural Science and Food Supply	Introduction to Natural Sciences	Understanding the Earth and the Planets	Introduction to the Environment and its Effect on Life	Introduction to Social Sciences
10	What is Science and How Does It Affect My Life	Understanding Agricultural Science and Food Supply	Introduction to Natural Sciences	Understanding the Earth and the Planets	Introduction to the Environment and its Effect on Life	Introduction to Social Sciences	Cryptographer, Ecologist, Economist, Botanist, Laboratory Technician, Science Teacher, Toxicologist, Radio Chemist, Physicist, Technical Writer, Astrophysicist, Astronaut

NDARY

SECO

11	What is Science and How Does It Affect My Life	Understanding Agricultural Science and Food Supply	Introduction to Natural Sciences	Understanding the Earth and the Planets	Introduction to the Environment and its Effect on Life	Introduction to Social Sciences	Research Technician, Oceanographer, Mycologist, Microbial Physiologist, Lab Technician, Political Scientist, Sociologist, College Professor, Geoscientist
12	What is Science and How Does It Affect My Life	Understanding Agricultural Science and Food Supply	Introduction to Natural Sciences	Understanding the Earth and the Planets	Introduction to the Environment and its Effect on Life	Introduction to Social Sciences	

EDUSMART CURRICULUM -PATHWAY TO SUMMER WORK

CLUSTER SIX - ARTS AND HUMANITIES

GRADE	Understanding Visual Performing, Audio and Video Technology and Film	Visual Arts	Performing Arts	Audio and Video Technology	Film and Broadcast Media	Telecommunications and Entertainment	SAMPLE Occupations for This Pathway
	9	What is Arts and Humanities?	Introduction to Fine Arts, Painting, Digital Design, Photography, Interior Design, Commercial and Graphic Design	Introduction to Dance, Theater, Music and Script Writing	Introduction to 3D Computer Animation and Visualization, Gaming Technology, Information Technology ND Interactive Media	Understanding Communication Processes (Radio and TV), Graphic Imaging and Technology	The Science of Entertainment, Media Productions and Production Technology
10	What is Arts and Humanities?	Introduction to Fine Arts, Painting, Digital Design, Photography, Interior Design, Commercial and Graphic Design	Introduction to Dance, Theater, Music and Script Writing	Introduction to 3D Computer Animation and Visualization, Gaming Technology, Information Technology ND Interactive Media	Understanding Communication Processes (Radio and TV), Graphic Imaging and Technology	The Science of Entertainment, Media Productions and Production Technology	Plate Maker, Art Director, Artist, Audio Video Operator, Broadcast Technician, Design Editor, Journalist, Light Director, Publisher, Reporter, Stage Manager, Writer, Computer Animator, Commercial Photographer, Illustrator, Fashion Designer, Interior Designer, Actor, Composer, Conductor, Costume Designer

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<p>11</p>	<p>What is Arts and Humanities?</p>	<p>Introducon to Fine Arts, Painting, Digital Design, Photography, Interior Design, Commercial and Graphic Design</p>	<p>Introduction to Dance, Theater, Music and Script Writing</p>	<p>Introduction to 3D Computer Animation and Visualization, Gaming Technology, Information Technology ND Interactive Media</p>	<p>Understanding Communication Processes (Radio and TV), Graphic Imaging and Technology</p>	<p>The Science of Entertainment, Media Productions and Production Technology</p>	<p>Dancer, Director, Film/Video Editor, Lighting Designer, Make-Up Artist, Music Instructor, Musician, Performer, Scenic Designer, Sound Designer, Scenic Painter, Artist, Sculptor, Entertainment Director, Venue Coordinator</p>
<p>12</p>	<p>What is Arts and Humanities?</p>	<p>Introducon to Fine Arts, Painting, Digital Design, Photography, Interior Design, Commercial and Graphic Design</p>	<p>Introduction to Dance, Theater, Music and Script Writing</p>	<p>Introduction to 3D Computer Animation and Visualization, Gaming Technology, Information Technology ND Interactive Media</p>	<p>Understanding Communication Processes (Radio and TV), Graphic Imaging and Technology</p>	<p>The Science of Entertainment, Media Productions and Production Technology</p>	

**EDUSMART CURRICULUM -PATHWAY TO SUMMER WORK
ACADEMIC ASSESSMENT AND REMEDIATION**

	GRADE	Student Academic Assessment	English/Language Arts	English/Language Arts	Writing Applications	Mathematics	Science	Personal Math
SECONDARY	9	Grade Level Assessment	Genre and Themes	Informational Text	Persuasive, Informational and Literary Writing	Interactive Math and Algebra 1	Earth Science and Biology Real World Applications	Developing a Budget, Balancing a Checkbook and Investments
	10	Grade Level Assessment	Genre and Themes	Informational Text	Persuasive, Informational and Literary Writing	Interactive Math and Algebra 1	Earth Science and Biology Real World Applications	Developing a Budget, Balancing a Checkbook and Investments
	11	Grade Level Assessment	Genre and Themes	Informational Text	Persuasive, Informational and Literary Writing	Interactive Math and Algebra 1	Earth Science and Biology Real World Applications	Developing a Budget, Balancing a Checkbook and Investments
	12	Grade Level Assessment	Genre and Themes	Informational Text	Persuasive, Informational and Literary Writing	Interactive Math and Algebra 1	Earth Science and Biology Real World Applications	Developing a Budget, Balancing a Checkbook and Investments

C. Employer Participation

Participants in the EDUSMART Passport to Work Summer Youth Program will gain exposure to a variety of occupations in the public, private, post-secondary and educational arena. We are actively seeking employers to participate in the program with locations in the District of Columbia, Maryland and Virginia.

A partial list of participant employers follows, with additional firms and organizations to be added upon final contract award notification.

The Maverick Group	WRC-TV NBC 4	Communikids Language School
Legacy Capital Partners	WUSA CBS 9	City Gate, Inc.
Blackboard, Inc	Brown's Cleaning Service	The Washington Conservatory
Black Entertainment Television	Radar Entertainment	Pamper Yourself Skincare

D. Programmatic Approach

Problem-based learning (PBL) is focused, experiential learning (minds-on, hands-on) organized around the investigation and resolution of real-world problems. PBL consists of carefully selected and designed problems that demand from the learner acquisition of critical knowledge, problem solving proficiency, self-directed learning strategies, and team participation skills. The process replicates the commonly used systemic approach to resolving problems or meeting challenges that are encountered in life and career.

E. Student/Participant Staff and Supervisory Ratio

The instructor and supervisor to participant ratios are as follows:

Instructors/Participants – 1:25
Supervisors/Participants – 1:20

Each Instructor will have a .50 FTE Instructional Assistant as a core component of program delivery.

F. Program Staff Efficacy and Expertise

Student participants in EDUSMART's summer program will benefit from the expertise and phenomenal career successes of the staff specifically chosen for the project. Staff members represent all segments of business, education, health and private sector organizations, thereby providing a broad spectrum of experience and expertise. Most, if not all, have experience in demonstrating pedagogy congruent with adolescent learning.

Resumes, position descriptions and vacancy announcements are included in the following section. *(Due to confidentiality concerns the names were removed from several staff/volunteer resumes. The names will be provided upon final contract award.)*

EDUSMART PASSPORT TO WORK SUMMER YOUTH PROGRAM

KEY CONTRACT PERSONNEL¹

EMPLOYEE NAME	POSITION	CONTRACT ALLOCATION PERCENT	FT/PT
Patricia Hoffman-Miller, Ph.D.	Project Director/Trainer	100%	FT
[REDACTED]	Assistant Project Director/Site Director/Trainer	100%	FT
[REDACTED]	Site Director/Technology Trainer	100%	FT
[REDACTED]	Cluster Director/Arts and Humanities Trainer	100%	FT
[REDACTED]	Site Director/Trainer	100%	FT
[REDACTED]	Cluster Director/Human Services/Trainer/Career Development Specialist	100%	FT
[REDACTED]	Cluster Director/Entrepreneurial/Business and Information Systems/Trainer	100%	FT
[REDACTED]	Cluster Director/Health Services and Sciences/Trainer	100%	FT
[REDACTED]	Trainer/Human Services	100%	PT .25FTE
[REDACTED]	Trainer/Information Technology	100%	FT

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¹ Additional key personnel will be delineated upon contract award, specifically teachers/trainers, Instructional Assistants. Program Supervisors.

SECOND BEST AND FINAL OFFER
PASSPORT TO WORK SUMMER YOUTH PROGRAM

In Response to

DCCF-2008-R-0007
PASSPORT TO WORK SUMMER YOUTH PROGRAM

EDUSMART
1325 G Street, N.W.
Suite 500
Washington, D.C. 20005
(202) 536-2964

Email: phoffmanmiller@edusmart.org

**DEPARTMENT OF EMPLOYMENT SERVICES
TAX VERIFICATION RESPONSE - DOES**

CONTRACT SPECIALIST GENA JOHNSON

AGENCY: OCP

VENDOR NAME: EDUSMART LLC

**TO BE COMPLETED BY THE DEPARTMENT OF EMPLOYMENT SERVICES
TAX DIVISION**

THE DEPARTMENT OF EMPLOYMENT SERVICES CERTIFIES THAT:

- The prospective contractor is in compliance with the tax filing and payment requirements of the District of Columbia Unemployment Tax Laws or is in compliance with an established payment plan.
- The prospective contractor is not liable for the tax filing or payment requirements of the District of Columbia Unemployment Tax Laws.
- The prospective Contractor is not in compliance with the tax filing and payment requirements of the District of Columbia Unemployment Tax Laws. The contractor may obtain details of the tax deficiency and make arrangements to correct this deficiency by contacting the tax enforcement officer whose name and telephone number follow: Name: _____ Phone # _____
- The prospective Contractor is NOT REGISTERED with the Unemployment Tax Division. To register, Part VII Of the FR-500 (Combined Registration Application) must be completed and returned to the Unemployment Tax Division. Please contact the Registration Section at (202) 698-7550 for information.

T. Ross Merrett-Jacks
SIGNATURE

June 9, 2008
DATE

Supervisory Tax Examiner
TITLE

202-698-3564
TELEPHONE NUMBER

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I. Program Strategies and Student Engagement

A. Problem Based Learning as a Constructivist Model

EDUSMART employs the tenets of a constructivist approach in a learning environment building upon the success of Problem Based Learning as an experiential, hands-on, student-directed learning experience. Students are engaged in challenging projects that incorporate field trips, laboratory investigations, and interdisciplinary activities across a broad spectrum of career and curricular focus.

Problem Based Learning Projects are central, and not peripheral to the curriculum, based on the direct correlation between cognition and behavior. The link between knowledge, thinking and doing is inextricably tied to constructing solutions to real world problems, utilizing skills required in a 21st century work environment.

We chose Problem or Project Based Learning through its systematic approach; an approach that engages students in learning knowledge and skills through an extended inquiry process structured around complex, authentic questions with carefully designed products and tasks. This approach encompasses a spectrum ranging from brief projects of one to two weeks, or extended projects requiring eight to twelve weeks to complete.

Problem Based Learning focuses on task involvement, as opposed to comparability and/or competitive goal structures, thereby focusing on learning and mastery and collaborative results. The very nature of PBL ensures that students are engaged and actively participating in the learning process.

EDUSMART will direct career exploration and developmental skills using a PBL approach in all modules offered to adolescent students participating in the program.

The following reflects an example of a PBL project in a module focusing on Arts and Humanities; and Human and Public Service.

Arts and Humanities:

1. Participants in the program will write, develop, produce and direct a short play, integrating and understanding the way in which various art forms are related to one another. The focus of the play will be at the discretion of the students, reflecting an issue that is cooperatively determined by participants.
2. Participants in the program will write, produce, direct and film a rap song, utilizing visual and performing art standards in addition to media and technology.

Human and Public Service:

1. Participants in the program will conduct a political campaign designed to elect a president, vice president, secretary and treasurer of the summer program.

Students will develop campaign themes, slogans, signs and telephone canvassing techniques for each office. Inherent in the mock election is the exploration of what is required to be a member of city council, a State legislator or mayor of a city.

3. Participants will explore the role of a teacher in a school setting by defining what "good teaching" looks like and developing ways to teach in their communities. Students will describe the attributes of their "best" teachers and how they would be effective teachers in their home schools.

The above referenced strategies have demonstrated success in at-risk urban secondary and elementary schools nationwide. The President of EDUSMART successfully used PBL in an alternative education center with students diagnosed with emotional disabilities such as Opposition Defiance Disorder, ADD, ADHD and Emotionally Handicapped. Project OMEGA in Illinois has been extremely successful, as has the MATCH charter school in Massachusetts, and the Challenge 2000 project in California to name a few.

II. Community Partnerships

EDUSMART will collaborate with other youth organizations, community resource agencies and schools to meet the needs of participating youth in the Passport to Work Summer Youth Program.

In the interest of providing quality services and opportunities, EDUSMART has identified the following organizations desirous of becoming community partners in the implementation of the summer program: City Gate, Inc.; OASIS Community Empowerment & Development Corporation; D.C. Parents for School Choice; Tree of Life Public Charter School; Howard Road Academy Public Charter School, and CommuniKids Language School.

EDUSMART, in concert with its community partners, intends to combine resources and expertise for the purpose of delivering a diverse, grassroots programs for youth in the District. Together EDUSMART and its community partners aim to seek out additional resources in the form of partnerships, financial assistance, and volunteer manpower to build a strong Passport to Work Summer Youth Program that corresponds to the needs of the community.

For the Passport to Work Summer Youth Program, EDUSMART will serve as the primary organization and will offer its program to all community partner participants.

EDUSMART will implement the district's Summer Program in cooperation with its community partners and collaborate on initiatives that best address the needs of the recipients of the various communities.

City Gate and OASIS Community Empowerment & Development Corporation will be our primary partners in this venture. City Gate and OASIS will use their strong staff and volunteer base to facilitate community outreach. City Gate and OASIS will use rich community connections of individuals, churches, and other organizations to utilize the volunteer and in-kind donations to assist to accomplish our mutual goal of strengthening the community. City Gate and OASIS will work with EDUSMART in the development of youth empowerment and leadership development opportunities, and service-learning opportunities. EDUSMART will work with City Gate to provide meals to youth in the program via the District's Department of Parks and Recreation and/or Office of the State Superintendent of Education.

EDUSMART would welcome the opportunity to work with any DCPS Secondary school, should the district express an interest in the program offered to participants.

EDUSMART will actively recruit secondary teachers from the DC public and public charter schools. Tree of Life Public Charter School will assist in the provision of volunteers for tutoring and community service projects. Tree of Life Public Charter School and Howard Road Academy have also expressed interest in allowing its facility to be used as site locations pending the notice of contract award. At present, we are exploring this potential opportunity. CommuniKids Language School will provide language resources—as needed in Spanish, English, and other languages.

Examples of other programs and partnerships under consideration are as follows:

- Art Enables, 65 I Street, SW
- Capital Hill Arts Workshop
- Davis Center
- Duke Ellington School of the Arts
- Fingers at Play
- Kraft Studio
- Sign of the Times Cultural Workshop and Gallery
- Takoma Clay Art
- Very Special Arts
- American for the Arts

Collaboration with the above listed organizations will be formalized upon notice of contract award.

B. Community and Participant Outreach

The EDUSMART outreach campaign will be broad and thorough. We will endeavor to provide information about the program to all segments of D.C. using a wide range of sources and materials in multiple languages. We will utilize existing relationships and continue to identify community organizations that will serve as partners and supporters. We will communicate as needed in Spanish, English, and other languages when possible in our continuing efforts to contact harder to reach families.

Currently, we have reached out to inform and elicit the support of community leaders and parent organizations including, but not limited to, the D.C. Parents for School Choice and CentroNia. Programs that partner with family organizations enjoy higher attendance, as well as improved activities and increased participant and family satisfaction. We have had conversations with members of these organizations and have been encouraged by their enthusiasm.

Some fundamental outreach efforts include but are not limited to:

- Grass roots dissemination of the program's existence through our founding group's network of community, business and social contacts
- Brochure distribution at local businesses, community-based and faith-based organizations, public housing offices, and health clinics, daycare centers, community recreation centers, barber and beauty shops, libraries, and stores.
- Mass mailings to targeted areas
- Neighborhood canvassing
- Utilizing free community service radio ad time
- Visiting the local schools to solicit participation

In an effort to contact harder to reach youth (e.g., homeless children or wards of the State) EDUSMART and its community partners will contact local assistance providers, social workers, welfare officials and people in similar occupations. In addition, we will contact local homeless assistance providers (e.g., Community Partnership for the Prevention of Homelessness, So Others Might Eat, Gospel Rescue Ministries, and Community for Creative Non Violence and DC Department of Human Services for children who are homeless. EDUSMART and its community partners will contact local child welfare agencies responsible for children living away from their families in foster families, group homes, or child care institutions.

III. KEY PROJECT PERSONNEL

EDUSMART specifically sought to identify key project personnel with expertise in: alternative education, special education, secondary and post-secondary experience, government and grant finance accounting, technology and IT and or software engineering experience.

Key personnel identified ALL have expertise and a plethora of experience in new project and/or school start up operations; and, curriculum development and implementation.

NAME	POSITION
Patricia Hoffman Miller	Project Director/Site Director
[REDACTED]	Assistant Project Director/Site Director
[REDACTED]	Site Director
[REDACTED]	Site Director
[REDACTED]	Site Director/Technology Director
[REDACTED]	Career Specialist

ALL STAFF MEMBERS WILL BE REQUIRED TO UNDERGO EXTENSIVE CRIMINAL BACKGROUND CHECKS AND FINGER-PRINTED IN ACCORDANCE WITH CONTRACT REQUIREMENTS.

R(a)(2)

IV. IDIQ PRICE SCHEDULE

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	UNIT	MIN QUANTITY	MAX QUANTITY	PRICE PER UNIT	TOTAL PRICE
0001	Design and implement a project-based Summer Youth Program that provides academic enrichment, career exploration, work readiness and leadership training skills	Participant	100	750	1256.00	\$942,000.00

SECOND BEST AND FINAL OFFER
PASSPORT TO WORK SUMMER YOUTH PROGRAM

In Response to

DCCF-2008-R-0007
PASSPORT TO WORK SUMMER YOUTH PROGRAM

EDUSMART
1325 G Street, N.W.
Suite 500
Washington, D.C. 20005
(202) 536-2964

Email: phoffmanmiller@edusmart.org

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I. Program Strategies and Student Engagement

A. Problem Based Learning as a Constructivist Model

EDUSMART employs the tenets of a constructivist approach in a learning environment building upon the success of Problem Based Learning as an experiential, hands-on, student-directed learning experience. Students are engaged in challenging projects that incorporate field trips, laboratory investigations, and interdisciplinary activities across a broad spectrum of career and curricular focus.

Problem Based Learning Projects are central, and not peripheral to the curriculum, based on the direct correlation between cognition and behavior. The link between knowledge, thinking and doing is inextricably tied to constructing solutions to real world problems, utilizing skills required in a 21st century work environment.

We chose Problem or Project Based Learning through its systematic approach; an approach that engages students in learning knowledge and skills through an extended inquiry process structured around complex, authentic questions with carefully designed products and tasks. This approach encompasses a spectrum ranging from brief projects of one to two weeks, or extended projects requiring eight to twelve weeks to complete.

Problem Based Learning focuses on task involvement, as opposed to comparability and/or competitive goal structures, thereby focusing on learning and mastery and collaborative results. The very nature of PBL ensures that students are engaged and actively participating in the learning process.

EDUSMART will direct career exploration and developmental skills using a PBL approach in all modules offered to adolescent students participating in the program.

The following reflects an example of a PBL project in a module focusing on Arts and Humanities; and Human and Public Service.

Arts and Humanities:

1. Participants in the program will write, develop, produce and direct a short play, integrating and understanding the way in which various art forms are related to one another. The focus of the play will be at the discretion of the students, reflecting an issue that is cooperatively determined by participants.
2. Participants in the program will write, produce, direct and film a rap song, utilizing visual and performing art standards in addition to media and technology.

Human and Public Service:

1. Participants in the program will conduct a political campaign designed to elect a president, vice president, secretary and treasurer of the summer program.

Students will develop campaign themes, slogans, signs and telephone canvassing techniques for each office. Inherent in the mock election is the exploration of what is required to be a member of city council, a State legislator or mayor of a city.

3. Participants will explore the role of a teacher in a school setting by defining what "good teaching" looks like and developing ways to teach in their communities. Students will describe the attributes of their "best" teachers and how they would be effective teachers in their home schools:

The above referenced strategies have demonstrated success in at-risk urban secondary and elementary schools nationwide. The President of EDUSMART successfully used PBL in an alternative education center with students diagnosed with emotional disabilities such as Opposition Defiance Disorder, ADD, ADHD and Emotionally Handicapped. Project OMEGA in Illinois has been extremely successful, as has the MATCH charter school in Massachusetts, and the Challenge 2000 project in California to name a few.

II. Community Partnerships

EDUSMART will collaborate with other youth organizations, community resource agencies and schools to meet the needs of participating youth in the Passport to Work Summer Youth Program.

In the interest of providing quality services and opportunities, EDUSMART has identified the following organizations desirous of becoming community partners in the implementation of the summer program: City Gate, Inc.; OASIS Community Empowerment & Development Corporation; D.C. Parents for School Choice; Tree of Life Public Charter School; Howard Road Academy Public Charter School, and CommuniKids Language School.

EDUSMART, in concert with its community partners, intends to combine resources and expertise for the purpose of delivering a diverse, grassroots programs for youth in the District. Together EDUSMART and its community partners aim to seek out additional resources in the form of partnerships, financial assistance, and volunteer manpower to build a strong Passport to Work Summer Youth Program that corresponds to the needs of the community.

For the Passport to Work Summer Youth Program, EDUSMART will serve as the primary organization and will offer its program to all community partner participants.

EDUSMART will implement the district's Summer Program in cooperation with its community partners and collaborate on initiatives that best address the needs of the recipients of the various communities.

City Gate and OASIS Community Empowerment & Development Corporation will be our primary partners in this venture. City Gate and OASIS will use their strong staff and volunteer base to facilitate community outreach. City Gate and OASIS will use rich community connections of individuals, churches, and other organizations to utilize the volunteer and in-kind donations to assist to accomplish our mutual goal of strengthening the community. City Gate and OASIS will work with EDUSMART in the development of youth empowerment and leadership development opportunities, and service-learning opportunities. EDUSMART will work with City Gate to provide meals to youth in the program via the District's Department of Parks and Recreation and/or Office of the State Superintendent of Education.

EDUSMART would welcome the opportunity to work with any DCPS Secondary school, should the district express an interest in the program offered to participants.

EDUSMART will actively recruit secondary teachers from the DC public and public charter schools. Tree of Life Public Charter School will assist in the provision of volunteers for tutoring and community service projects. Tree of Life Public Charter School and Howard Road Academy have also expressed interest in allowing its facility to be used as site locations pending the notice of contract award. At present, we are exploring this potential opportunity. CommuniKids Language School will provide language resources—as needed in Spanish, English, and other languages.

Examples of other programs and partnerships under consideration are as follows:

- Art Enables, 65 I Street, SW
- Capital Hill Arts Workshop
- Davis Center
- Duke Ellington School of the Arts
- Fingers at Play
- Kraft Studio
- Sign of the Times Cultural Workshop and Gallery
- Takoma Clay Art
- Very Special Arts
- American for the Arts

Collaboration with the above listed organizations will be formalized upon notice of contract award.

B. Community and Participant Outreach

The EDUSMART outreach campaign will be broad and thorough. We will endeavor to provide information about the program to all segments of D.C. using a wide range of sources and materials in multiple languages. We will utilize existing relationships and continue to identify community organizations that will serve as partners and supporters. We will communicate as needed in Spanish, English, and other languages when possible in our continuing efforts to contact harder to reach families.

Currently, we have reached out to inform and elicit the support of community leaders and parent organizations including, but not limited to, the D.C. Parents for School Choice and CentroNia. Programs that partner with family organizations enjoy higher attendance, as well as improved activities and increased participant and family satisfaction. We have had conversations with members of these organizations and have been encouraged by their enthusiasm.

Some fundamental outreach efforts include but are not limited to:

- Grass roots dissemination of the program's existence through our founding group's network of community, business and social contacts
- Brochure distribution at local businesses, community-based and faith-based organizations, public housing offices, and health clinics, daycare centers, community recreation centers, barber and beauty shops, libraries, and stores.
- Mass mailings to targeted areas
- Neighborhood canvassing
- Utilizing free community service radio ad time
- Visiting the local schools to solicit participation

In an effort to contact harder to reach youth (e.g., homeless children or wards of the State) EDUSMART and its community partners will contact local assistance providers, social workers, welfare officials and people in similar occupations. In addition, we will contact local homeless assistance providers (e.g., Community Partnership for the Prevention of Homelessness, So Others Might Eat, Gospel Rescue Ministries, and Community for Creative Non Violence and DC Department of Human Services for children who are homeless. EDUSMART and its community partners will contact local child welfare agencies responsible for children living away from their families in foster families, group homes, or child care institutions.

III. KEY PROJECT PERSONNEL

EDUSMART specifically sought to identify key project personnel with expertise in: alternative education, special education, secondary and post-secondary experience, government and grant finance accounting, technology and IT and or software engineering experience.

Key personnel identified ALL have expertise and a plethora of experience in new project and/or school start up operations; and, curriculum development and implementation.

NAME	POSITION
Patricia Hoffman Miller	Project Director/Site Director
[REDACTED]	Assistant Project Director/Site Director
[REDACTED]	Site Director
[REDACTED]	Site Director/Technology Director
[REDACTED]	Career Specialist

ALL STAFF MEMBERS WILL BE REQUIRED TO UNDERGO EXTENSIVE CRIMINAL BACKGROUND CHECKS AND FINGER-PRINTED IN ACCORDANCE WITH CONTRACT REQUIREMENTS.

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AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. Amendment/Modification Number: DCCF-2008-R-0007-004
 3. Effective Date: May 30, 2008
 4. Requisition/Purchase Request No.: _____
 5. Solicitation Caption: Passport to Work Youth Program

6. Issued by: Code _____
 Office of Contracting and Procurement
 441 4th Street, NW, Suite 700S
 Washington, DC 20001

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

8. Name and Address of Contractor (No. street, city, county, state and zip code)
 Code _____ Facility _____

9A. Amendment of Solicitation No. DCCF-2008-R-0007
 9B. Dated (See Item 11) 4/3/08
 10A. Modification of Contract/Order No. _____
 10B. Dated (See Item 13) _____

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS.

The above numbered solicitation is amended as set forth in item 11. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided the letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 4.

A. This change order is issued pursuant to (Specify Authority):
 The changes set forth in Item 14 are made in the contract/order no. in item 10A.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.

C. This supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)

Solicitation DCCF-2008-F-0007 is hereby amended as follows:

A. The District intends to award Indefinite Delivery/Indefinite Quantity (IDIQ) contracts. The contract type stated in B.2.2 and F.1 is corrected to reflect that the contracts will be IDIQ with fixed unit rates per participant.

B. The District will accept proposals for minimum quantities less than the 100 youth and for programs less than ten weeks in duration.

Except as provided herein, all terms and conditions of the document is referenced in item 9A or 10A remain unchanged and in full force and effect.

14A. Name and Title of Signer (Type or print): **PATRICIA WOFFMAN MILLER**
 14B. Name of Contracting Officer: **CRINA JOHNSON**

15B. Name of Contractor: **Adelphi**
 15C. Date Signed: **6/2/08**
 16B. District of Columbia: _____
 Date Signed: **6/2/08**

(Signature of person authorized to sign) (Signature of Contracting Officer)

PROPOSAL IN RESPONSE TO

DCCF-2008-R-0007

PASSPORT TO WORK SUMMER YOUTH PROGRAM

Part 1 – Technical Proposal

Submitted by

EDUSMART, LLC

April 11, 2008

I. TECHNICAL APPROACH

A. Objectives of the Program

EDUSMART will provide career exploration and development skills to students utilizing a prescriptive approach to career and occupational development focusing on the following universal foundation standards: career development, integrated learning, and development of universal skills and recognition of the various career majors available to secondary students.

As a result of this program, students will:

- Be knowledgeable about the world of work, explore career options and relate personal skills, aptitudes and abilities in the exploration of future career decisions;
- Recognize how academic knowledge and skills are applied in the workplace and other settings;
- Demonstrate initial mastery of the universal foundation skills essential for success in the workplace; and
- Explore a career major by examining the career specific, technical knowledge/skills necessary to progress toward gainful employment, career advancement and success in post-secondary academic and technical programs.

1. Career Development

The EDUSMART program in career development will allow students to explore the options available while concurrently understanding how career choices affect future success in life. Students will explore how the changing nature of the workplace impacts all aspects of life, its value to society and the direct impact on local communities.

Students will develop a career plan that will assist in the transition from school to eventual entry into a career option of their choosing.

Career clusters to be explored include:

- Business, Entrepreneurial and Information Systems
- Health Services
- Engineering/Technologies
- Human and Public Services
- Natural and Environmental Sciences; and
- Arts and Humanities

2. Integrated Learning

Academic standards adopted by the District of Columbia Public School system will be integrated throughout the process. Standards the program will focus on are: reading/English language arts, mathematics, science and writing.

The integration of academic skills in an interdisciplinary environment will encourage Problem Based Learning (PBL) as students apply essential academic concepts, facts, and procedures to related life skills and work environments. The integration of educational applications will enable students to recognize and apply acquired academic skills in work related situations at the local, state, national and international communities.

Examples of Problem Based Learning (PBL) in an interdisciplinary environment could include an analysis of the impact of entrepreneurial activities on the economic health of a community. Students will analyze the economic development of a community through an understanding and assessment of the existence of locally owned businesses, particularly as the existence of those businesses impact service delivery and employment. The potential academic skills required to be integrated in this exploration would include: mathematics, reading, writing and English.

3. Universal Foundation Skills

EDUSMART will prepare students to acquire universal foundation skills considered to be essential in the development of career and educational options. The prescribed universal foundation skills guide and direct the knowledge, skills and abilities considered to be foundational in meeting the needs of the 21st century work environment.

More specifically, students will receive basic instruction in:

- Reading, writing, listening, speaking and arithmetical functions;
- Thinking, analyzing and problem solving using focused observations and knowledge applications in new and unfamiliar situations;
- Positive interpersonal qualities designed to foster teamwork and cooperation in small and large group settings;
- Management of self and the imposition of self discipline in the development of competence required to plan, organize and take independent action;
- Managing information, technology and resources as a method of focusing on the ability to access and use information obtained from people, community resources and computer networks;
- Recognizing that resources are finite and require the conservative utilization of available resources inclusive of time, money, materials and people in order to carry out a planned activity; and

- Understanding a systems approach in solving problems through a process focused on evaluating and modifying plans and actions within a natural or constructed systems environment.

4. Career Development Exploration

Students will explore career development by examining the required educational and personal knowledge, skills and abilities in order to attain success.

Career Clusters to be explored are:

- Business/Entrepreneurial and Information Systems: Students will understand the concepts of business/entrepreneurial components such as marketing, economics, processes and procedures, i.e. staffing, human resource management, budgeting and planning. Inherent in this interdisciplinary approach is the introduction of business technology, information management, communications, resource management and business systems.
- Health Services: Students will explore the academic foundations acquired in the application of a health care environment, examining health care systems, health maintenance, legal and ethical responsibilities, safety hazards and technical skills.
- Engineering/Technologies: Students will develop a practical understanding of engineering technology through reading, writing, sample problem solving and employment applications. Students will explore how all types of engineering/technical organizations, equipment (software and hardware) impact the world utilizing well trained human resources in the development and distribution of goods and services vis-à-vis engineering and industrial processes.
- Human and Public Services: Students will explore the nature of human and public services through an understanding of careers available in the public sectors such as: education, social work, public safety, local, state and federal government and political involvement. Through this career exploration, students will understand the ethical, legal, interpersonal dynamics, problem solving capacity and resource management required to serve the public good.
- Natural and Environmental Sciences: Students will explore how natural and environmental sciences impact the world in everyday applications and usage. For example, students will acquire basic understanding of how science (chemistry) affects products available today (plastics, clothing, furniture, equipment) and the type of products that will be in demand in the 21st century. Moreover, students will engage in experiential activities designed to measure the impact of environmental degradation by examining the impact of environmental science on current and future generations.
- Arts and Humanities: Students will examine how visual and performing arts, theatre and humanities affect the quality of life,

while simultaneously recognizing that a solid base of core skills is required in order to attain success. Students will demonstrate the necessity of core curricula, i.e. reading, writing, listening, speaking, mathematical and arithmetical skills in all aspects of visual and performing arts. Demonstration of the above mentioned core competencies in the creative process and practice will provide practical applications in the communication and aesthetic representation of student based projects.

All Student performance outcomes will be measured using project based learning commencement and portfolio assessments.

B. INDIVIDUAL CAREER ASSESSMENT AND APTITUDES

Students at the secondary level are often unsure as to what choices are available to them as they begin to explore education and career options. Too often, educational environments disenfranchise the ability of secondary students to explore individual aptitudes, knowledge, skills and abilities required to make informed choices regarding a student's future.

EDUSMART will provide students with the opportunity to evaluate their personality and character, and reflect on their own work as an important step in the attainment and selection of career choices. Students will be given the opportunity to examine their likes, dislikes, aptitudes and abilities as a part of the career development processes.

The initial phase of the EDUSMART Career Exploration program will provide an individual student assessment and focus on:

- Understanding of self – “Who am I; what are my traits; what are my interests, skills and abilities; what makes me happy?”
- Developing a Portrait and a Personality Mosaic – “What is my personality like; what is my personality mosaic; how do I learn?”
- Measurement of Job Preparedness – “How do I measure up in acuity, attitude, articulation, diligence and leadership”, when compared to students in my community, the United States and the world.
- Working with People and Interpersonal Relations – “How well do I work with people; can I get along with other; am I a team member; what leadership traits do I have; do I know how to compromise?”
- Job Readiness Assessment – “Am I ready for that first interview, how is my attire; can I complete an application; how do I communicate orally; what is my knowledge of the job?”

Counselors at DCPS high schools will be provided with the results of student assessments in the above areas. Parents and students will also be provided with a copy of the results of the personality and career inventory.

C. STUDENT SCHEDULES

A typical student schedule during the summer program is displayed below:

Master Schedule					
Time	Mon	Tues	Wed	Thu	Fri
8:15-9:45	Career Assessment	Career Assessment	Career Assessment	Career Assessment	No Classes
9:45-10:00	Snack	Snack		Snack	
1:00-11:45		Career Cluster 2		Career Cluster 4	
11:45-12:30	Lunch	Lunch	Lunch	Lunch	
12:30-1:45	Reading	Mathematics	Science	Writing	
	Career Exploration 1 & 2 – Project Development	Career Exploration 2 & 3 – Project Development	Career Exploration 1 & 2 – Project Development	Career Exploration 3 & 4 – Project Development	
1:45-3:00					
3:15	Dismissal	Dismissal	Dismissal	Dismissal	

D. PROGRAM STAFFING AND PROJECT MANAGEMENT

EDUSMART, LLC is an educational service provider organization dedicated to the provision of specialized services aligned with school and district academic, technological, fiscal and operational requirements.

The philosophy of **EDUSMART, LLC** is that there are **NO** failing students, teachers or schools. Rather, there are instances where students, teachers and schools require a prescriptive approach in solving academic challenges unique to the 21st century.

To this end, **EDUSMART, LLC** was founded to provide services to schools and districts focusing on PK-12 curriculum development and alignment, technology infrastructure and management, and data analysis to guide and improve student, teacher and school performance.

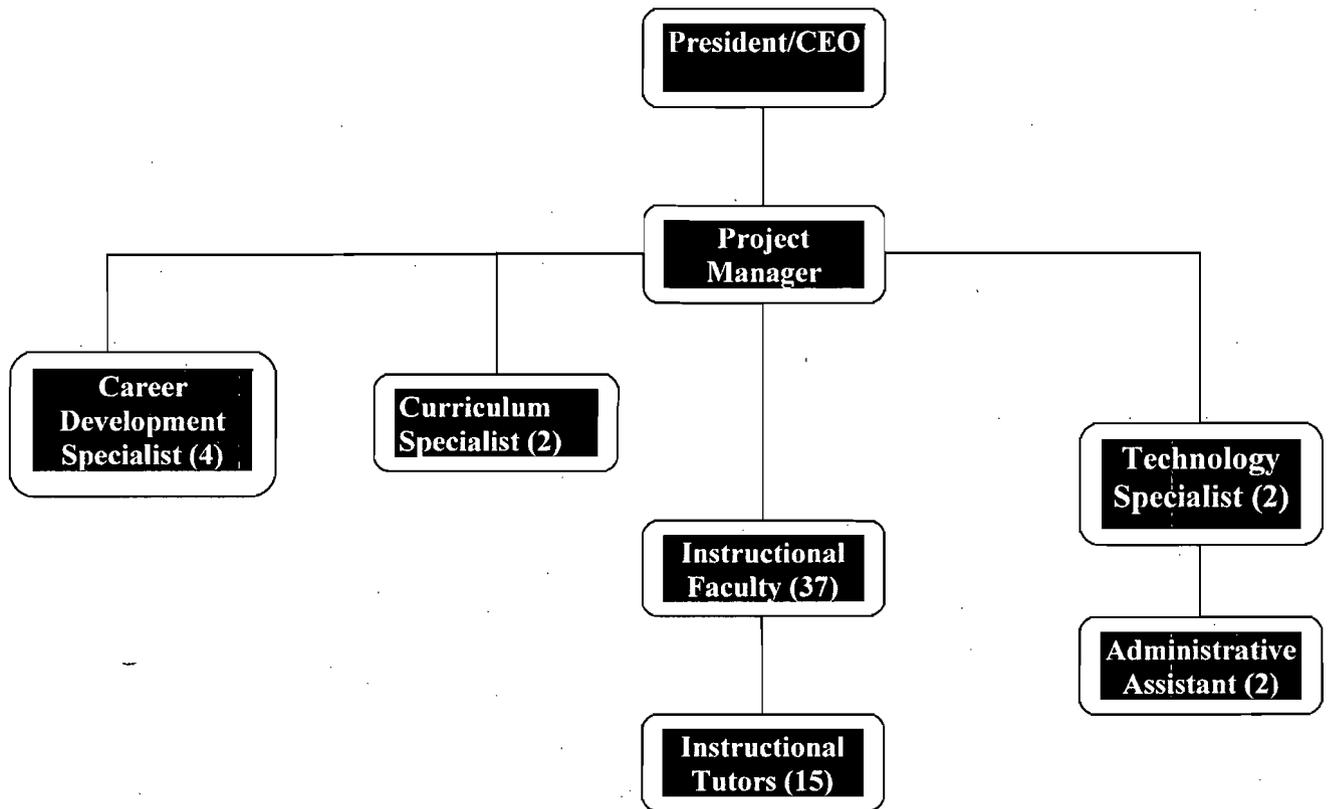
The president of **EDUSMART, LLC**, has extensive experience in designing school improvement and school management solutions. Members of the EDUSMART leadership team have demonstrated academic, organizational and technological success in public, private, charter, post-secondary and private sector institutions. The

combined experience of these team members assure dedicated and professional service delivery for your organization.

EDUSMART, LLC is a certified minority and woman owned small business (Virginia), with certification pending in the District of Columbia.

Resumes of the key project personnel are included on the following pages.

E. ORGANIZATIONAL CHART



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.