

J.1.1

01141 - Messenger Courier
12.38
01191 - Order Clerk I
14.85
01192 - Order Clerk II
16.29
01261 - Personnel Assistant (Employment) I
17.31
01262 - Personnel Assistant (Employment) II
19.36
01263 - Personnel Assistant (Employment) III
21.66
01270 - Production Control Clerk
22.03
01280 - Receptionist
14.12
01290 - Rental Clerk
16.55
01300 - Scheduler, Maintenance
17.49
01311 - Secretary I
17.49
01312 - Secretary II
19.70
01313 - Secretary III
25.29
01320 - Service Order Dispatcher
16.10
01410 - Supply Technician
28.55
01420 - Survey Worker
19.46
01531 - Travel Clerk I
12.92
01532 - Travel Clerk II
13.89
01533 - Travel Clerk III
14.92
01611 - Word Processor I
14.21
01612 - Word Processor II
16.65
01613 - Word Processor III
19.95
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
25.26
05010 - Automotive Electrician
23.51
05040 - Automotive Glass Installer
22.15
05070 - Automotive Worker
22.15
05110 - Mobile Equipment Servicer
19.04
05130 - Motor Equipment Metal Mechanic
24.78

05160 - Motor Equipment Metal Worker
22.15
05190 - Motor Vehicle Mechanic
24.78
05220 - Motor Vehicle Mechanic Helper
18.49
05250 - Motor Vehicle Upholstery Worker
21.63
05280 - Motor Vehicle Wrecker
22.15
05310 - Painter, Automotive
23.51
05340 - Radiator Repair Specialist
22.15
05370 - Tire Repairer
14.44
05400 - Transmission Repair Specialist
24.78
07000 - Food Preparation And Service Occupations
07010 - Baker
13.48
07041 - Cook I
11.97
07042 - Cook II
13.28
07070 - Dishwasher
9.82
07130 - Food Service Worker
10.66
07210 - Meat Cutter
17.04
07260 - Waiter/Waitress
9.70
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
10.50
11060 - Elevator Operator
10.50
11090 - Gardener
16.22
11122 - Housekeeping Aide
11.25
11150 - Janitor
11.25

11210 - Laborer, Grounds Maintenance
12.47
11240 - Maid or Houseman
11.03
11260 - Pruner
11.37
11270 - Tractor Operator
14.66
11330 - Trail Maintenance Worker
12.47
11360 - Window Cleaner
11.68
12000 - Health Occupations
12010 - Ambulance Driver
19.46
12011 - Breath Alcohol Technician
18.55
12012 - Certified Occupational Therapist Assistant
21.01
12015 - Certified Physical Therapist Assistant
21.01
12020 - Dental Assistant
16.97
12025 - Dental Hygienist
40.68
12030 - EKG Technician
25.95
12035 - Electroneurodiagnostic Technologist
25.95
12040 - Emergency Medical Technician
20.41
12071 - Licensed Practical Nurse I
18.82
12072 - Licensed Practical Nurse II
21.09
12073 - Licensed Practical Nurse III
23.47
12100 - Medical Assistant
14.89
12130 - Medical Laboratory Technician
18.04
12160 - Medical Record Clerk
16.06
12190 - Medical Record Technician
18.27
12195 - Medical Transcriptionist
18.77
12210 - Nuclear Medicine Technologist
34.18
12221 - Nursing Assistant I
10.47
12222 - Nursing Assistant II
11.77
12223 - Nursing Assistant III
13.02
12224 - Nursing Assistant IV
14.62

12235 - Optical Dispenser
20.17
12236 - Optical Technician
14.41
12250 - Pharmacy Technician
16.47
12280 - Phlebotomist
14.62
12305 - Radiologic Technologist
28.28
12311 - Registered Nurse I
26.73
12312 - Registered Nurse II
32.41
12313 - Registered Nurse II, Specialist
32.41
12314 - Registered Nurse III
38.98
12315 - Registered Nurse III, Anesthetist
38.98
12316 - Registered Nurse IV
46.73
12317 - Scheduler (Drug and Alcohol Testing)
19.75
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
19.86
13012 - Exhibits Specialist II
24.61
13013 - Exhibits Specialist III
30.09
13041 - Illustrator I
20.48
13042 - Illustrator II
25.38
13043 - Illustrator III
31.03
13047 - Librarian
30.80
13050 - Library Aide/Clerk
14.21
13054 - Library Information Technology Systems
27.82
Administrator
13058 - Library Technician
19.89
13061 - Media Specialist I
18.73
13062 - Media Specialist II
20.95
13063 - Media Specialist III
23.36
13071 - Photographer I
16.14
13072 - Photographer II
18.90

13073 - Photographer III
 23.67
 13074 - Photographer IV
 28.65
 13075 - Photographer V
 30.69
 13110 - Video Teleconference Technician
 19.35
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 18.54
 14042 - Computer Operator II
 20.74
 14043 - Computer Operator III
 23.12
 14044 - Computer Operator IV
 25.69
 14045 - Computer Operator V
 28.45
 14071 - Computer Programmer I (see 1)
 25.43
 14072 - Computer Programmer II (see 1)
 14073 - Computer Programmer III (see 1)
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1)
 14102 - Computer Systems Analyst II (see 1)
 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator
 18.54
 14160 - Personal Computer Support Technician
 25.69
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 35.71
 15020 - Aircrew Training Devices Instructor (Rated)
 43.84
 15030 - Air Crew Training Devices Instructor (Pilot)
 52.55
 15050 - Computer Based Training Specialist / Instructor
 34.39
 15060 - Educational Technologist
 32.75
 15070 - Flight Instructor (Pilot)
 52.55
 15080 - Graphic Artist
 26.80
 15090 - Technical Instructor
 25.08
 15095 - Technical Instructor/Course Developer
 30.67
 15110 - Test Proctor
 20.20
 15120 - Tutor
 20.20
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
 16010 - Assembler
 9.44

16030 - Counter Attendant
9.44
16040 - Dry Cleaner
12.21
16070 - Finisher, Flatwork, Machine
9.44
16090 - Presser, Hand
9.44
16110 - Presser, Machine, Drycleaning
9.44
16130 - Presser, Machine, Shirts
9.44
16160 - Presser, Machine, Wearing Apparel, Laundry
9.44
16190 - Sewing Machine Operator
13.07
16220 - Tailor
13.90
16250 - Washer, Machine
10.41
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
19.22
19040 - Tool And Die Maker
23.38
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
17.90
21030 - Material Coordinator
22.03
21040 - Material Expediter
22.03
21050 - Material Handling Laborer
12.92
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
11.44
21150 - Stock Clerk
16.46
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
21.62
23120 - Bicycle Repairer
14.43
23125 - Cable Splicer
25.61
23130 - Carpenter, Maintenance
20.99
23140 - Carpet Layer
19.33
23160 - Electrician, Maintenance
27.43
23181 - Electronics Technician Maintenance I
23.70
23182 - Electronics Technician Maintenance II
25.15
23183 - Electronics Technician Maintenance III
26.50
23260 - Fabric Worker
19.01
23290 - Fire Alarm System Mechanic
22.78
23310 - Fire Extinguisher Repairer
17.52
23311 - Fuel Distribution System Mechanic
22.81
23312 - Fuel Distribution System Operator
19.38
23370 - General Maintenance Worker
21.43
23380 - Ground Support Equipment Mechanic
24.46
23381 - Ground Support Equipment Servicer
18.71
23382 - Ground Support Equipment Worker
19.90
23391 - Gunsmith I
17.52
23392 - Gunsmith II
20.38
23393 - Gunsmith III
22.78
23410 - Heating, Ventilation And Air-Conditioning
22.94
Mechanic
23411 - Heating, Ventilation And Air Contditioning
24.37

Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
22.78
23440 - Heavy Equipment Operator
22.78
23460 - Instrument Mechanic
22.59
23465 - Laboratory/Shelter Mechanic
21.62
23470 - Laborer
14.27
23510 - Locksmith
21.11
23530 - Machinery Maintenance Mechanic
22.99
23550 - Machinist, Maintenance
21.78
23580 - Maintenance Trades Helper
16.61
23591 - Metrology Technician I
22.59
23592 - Metrology Technician II
23.80
23593 - Metrology Technician III
24.96
23640 - Millwright
28.19
23710 - Office Appliance Repairer
22.96
23760 - Painter, Maintenance
21.62
23790 - Pipefitter, Maintenance
23.19
23810 - Plumber, Maintenance
20.99
23820 - Pneudraulic Systems Mechanic
22.78
23850 - Rigger
22.78
23870 - Scale Mechanic
20.38
23890 - Sheet-Metal Worker, Maintenance
22.78
23910 - Small Engine Mechanic
20.38
23931 - Telecommunications Mechanic I
27.74
23932 - Telecommunications Mechanic II
29.24
23950 - Telephone Lineman
26.38
23960 - Welder, Combination, Maintenance
22.78
23965 - Well Driller
22.78
23970 - Woodcraft Worker
22.78

23980 - Woodworker
17.52
24000 - Personal Needs Occupations
24570 - Child Care Attendant
12.79
24580 - Child Care Center Clerk
17.77
24610 - Chore Aide
10.52
24620 - Family Readiness And Support Services
15.68
Coordinator
24630 - Homemaker
18.43
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
27.10
25040 - Sewage Plant Operator
20.73
25070 - Stationary Engineer
27.10
25190 - Ventilation Equipment Tender
19.08
25210 - Water Treatment Plant Operator
20.73
27000 - Protective Service Occupations
27004 - Alarm Monitor
20.57
27007 - Baggage Inspector
12.66
27008 - Corrections Officer
22.25
27010 - Court Security Officer
23.33
27030 - Detection Dog Handler
20.57
27040 - Detention Officer
22.25
27070 - Firefighter
22.39
27101 - Guard I
12.66
27102 - Guard II
20.57
27131 - Police Officer I
26.14
27132 - Police Officer II
28.99
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
23.13
29020 - Hatch Tender
23.13
29030 - Line Handler
23.13
29041 - Stevedore I
21.31
29042 - Stevedore II
24.24
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
38.00
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
26.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
28.86
30021 - Archeological Technician I
18.93
30022 - Archeological Technician II
21.11
30023 - Archeological Technician III
27.56
30030 - Cartographic Technician
27.56
30040 - Civil Engineering Technician
24.01
30061 - Drafter/CAD Operator I
19.89
30062 - Drafter/CAD Operator II
22.25
30063 - Drafter/CAD Operator III
24.80
30064 - Drafter/CAD Operator IV
30.52
30081 - Engineering Technician I
21.63
30082 - Engineering Technician II
24.29
30083 - Engineering Technician III
27.17
30084 - Engineering Technician IV
33.66

30085 - Engineering Technician V
 41.16
 30086 - Engineering Technician VI
 49.81
 30090 - Environmental Technician
 24.92
 30210 - Laboratory Technician
 23.38
 30240 - Mathematical Technician
 28.94
 30361 - Paralegal/Legal Assistant I
 21.36
 30362 - Paralegal/Legal Assistant II
 26.47
 30363 - Paralegal/Legal Assistant III
 32.36
 30364 - Paralegal/Legal Assistant IV
 39.16
 30390 - Photo-Optics Technician
 27.56
 30461 - Technical Writer I
 21.84
 30462 - Technical Writer II
 26.70
 30463 - Technical Writer III
 32.31
 30491 - Unexploded Ordnance (UXO) Technician I
 24.15
 30492 - Unexploded Ordnance (UXO) Technician II
 29.22
 30493 - Unexploded Ordnance (UXO) Technician III
 35.03
 30494 - Unexploded (UXO) Safety Escort
 24.15
 30495 - Unexploded (UXO) Sweep Personnel
 24.15
 30620 - Weather Observer, Combined Upper Air Or (see 2)
 24.80
 Surface Programs
 30621 - Weather Observer, Senior (see 2)
 27.56
 31000 - Transportation/Mobile Equipment Operation Occupations
 31020 - Bus Aide
 13.02
 31030 - Bus Driver
 18.95
 31043 - Driver Courier
 12.71
 31260 - Parking and Lot Attendant
 10.07
 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
11.58
99095 - Embalmer
23.05
99251 - Laboratory Animal Caretaker I
11.30
99252 - Laboratory Animal Caretaker II
12.35
99310 - Mortician
31.73
99410 - Pest Controller
16.01
99510 - Photofinishing Worker
12.75
99710 - Recycling Laborer
16.82
99711 - Recycling Specialist
20.65
99730 - Refuse Collector
14.91
99810 - Sales Clerk
12.09
99820 - School Crossing Guard
13.43
99830 - Survey Party Chief
21.94
99831 - Surveying Aide
13.63
99832 - Surveying Technician
20.85
99840 - Vending Machine Attendant
14.43
99841 - Vending Machine Repairer
18.73
99842 - Vending Machine Repairer Helper
14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.35 per hour or \$134.00 per week or \$580.66 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent

information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

J.1.3

“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 per hour.

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



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.*

J.3

APPENDIX A- Preliminary MOVE and SURPLUS Schedule for SW Waterfront

EXISTING BLDG	TENANT	PEOPLE COUNT	NEW BLDG.	DATE	MOVE COMMENTS
441 4TH ST (420S)	OCFO/OCIO	35	3W	March 12-13, 2010	Computer Group - must relocate before OCFO to establish and maintain IT infrastructure
941 N CAP (8000)	OCFO/OTR Executive	8	7W	March 12-17, 2010	
941 N CAP (1400)	OCFO/OTR Problem Resolution	4	2W	March 12-17, 2010	
941 N CAP (8400)	OCFO/OTR General Counsel	12	7W	March 12-17, 2010	
941 N CAP (8500)	OCFO/OTR Revenue Accounting	28	7W	March 12-17, 2010	
941 N CAP (1400)	OCFO/OTR Compliance Audit	21	6W	March 12-17, 2010	
941 N CAP (1103)	OCFO/OMA Logistics	11	1W	March 12-17, 2010	
941 N CAP (4000)	OCFO/OTR Real Property	140	5W	March 12-17, 2010	File heavy areas
941 N CAP (5000)	OCFO/OTR Compliance	200	6W	March 12-17, 2010	File heavy areas
941 N CAP (1.5.8)	OCFO/OTR-CSA	65	2W	March 12-17, 2010	
941 N CAP (1)	OCFO/OFT Cashiers	5	1W	March 12-17, 2010	
941 N CAP (1,2,3,7,9)	DCRA	280	2E-5E	March 18-22, 2010	Require a Weekend Move
941 N CAP (2nd)	DDOT	34	2E-3E	March 19-20, 2010	
941 N CAP (8000)	OCFO/ OMA Procurement	15	6E	March 25, 2010	
941 N CAP (8100)	OCFO/OMA Financial Operations	10	6E	March 25, 2010	
941 N CAP (1200)	OCFO/OMA Human Resources	21	2W	March 25, 2010	
941 N CAP (8300)	OCFO/OMA Executive Office	6	7E	March 25, 2010	
941 N CAP (9600)	OCFO/EDRC Executive Office	17	4E	March 25, 2010	
PHASE 1 TOTALS		912			

APPENDIX A- Preliminary MOVE and SURPLUS Schedule for SW Waterfront

EXISTING BLDG	TENANT	PEOPLE COUNT	NEW BLDG.	DATE	MOVE COMMENTS
1900 MASS (1-2)	DCRA/Inspections	70	2E-5E	April 1-2, 2010	Laptops moved by staff
1900 MASS (1-2)	PSD	3	1E	April 1-2, 2010	
810 FIRST ST (2-4)	OCFO/OFOS	125	7E-8E	April 2-4, 2010	Somy prefers to move OFOS servers after March
810 FIRST ST (600)	OCFO/EDRC (shared spaces)	21	4E	April 2-4, 2010	Needs to stay with OFOS
**Blue Plains	WASA	30	3E	April 2-4, 2010	Tenant will Handle their own Move.
PHASE 2 TOTALS		249			
441 4TH ST (1C20)	OCFO/OFT	4	8W	April 8-11, 2010	
441 4TH ST (410S)	OCFO/ORA	26	7W	April 8-11, 2010	
441 4TH ST (410S)	OCFO/EDF	6	7W	April 8-11, 2010	
1275 K ST (600)	OCFO/OFT	86	8W	April 8-11, 2010	
1275 K ST (500)	OCFO/OIO	25	7E	April 8-11, 2010	
2000 14th ST (3-4)	OP	86	6E	April 15-18, 2010	
PHASE 3 TOTALS		233			
941 N CAP (3000)	OCFO/OCIO - ISA	50	3W	May 20-23, 2010	
941 N CAP (6000)	OCFO/OTR Returns Processing	82	4W	May 20-23, 2010	
515 D ST (1-3)	OCFO/ROD	27	5W	May 20-23, 2010	
PHASE 4 TOTALS		159			
TOTAL PEOPLE		1553			

ASSUMPTIONS

1. Assume we will meet the 941 N Capitol lease expiration date 3/31/10.
3. Assume DUAL Move Crews. Moves will occur weekdays & weekends (941 N Capitol MUST VACATE ENTIRELY by 3/31/2010).
4. Assume DUAL IT Crews; Assume exclusive ELEVATOR and DOCK usage
5. Assume Pre-Moves (equipment, copiers, etc.) to occur during the week (assume an average of 10 Pre-Moves at 4-6 hours each).
6. Assume CAN to occur simultaneously in Both Towers at new location
7. Assume effective use of ELEVATOR and DOCK usage for Movers.

J.4

Equipment and Miscellaneous Items to be Moved
Building- 2000 14th St, NW (Flr. 3rd-4th) Tenant- OP

Item No.	Item	QTY.	
1	Computers	88	
2	Desktop Printers (small)	6	
3	Desktop Printers (large)	4	
4	Fax Machines	2	
5	Scanners	2	1 large floor model wide scanner; 1 desktop scanner
6	Copiers	4	
7	Shredders	1	
8	GBC Binder	1	
9	Electric Punch	1	desktop
10	TV- Flatscreens	2	
11	Plotters	4	HP models
12	Wide Screen Projector	1	INFOCUS Projector w/ screen
13	Dry Mount Press	2	Graphic Machine
14	Drafting Tables	2	
15	Lateral Files	30	
16	Vertical Files	8	
17	Matte Board Cutter	1	
18	Utility Cart	1	
19	Paper Folder	1	Martin Yele auto folder
20	Paper Cutter	1	Large Paper Cutter

Equipment and Miscellaneous Items to be Moved
Building - 1900 Mass Ave., SE (flrs. 1) Tenant - DCRA

Item No.	Item	QTY.	Comments
1	Computers	20	
2	Desktop Printers (small)	7	
3	Fax Machines	3	
4	Scanners	3	
5	Lateral Files	30	
6	Mail Bin	1	
7	Shredders	2	
8	Task Chairs	4	
9	Storage Cabinets	4	

Equipment and Miscellaneous Items to be Moved
Building - 1275 K St, NW (5th & 6th Flr) Tenant - OCFO (OIO & OFT)

Item No.	Item	QTY.	Comments
1	Computers	106	
2	Desktop Printers (small)	85	
3	Desktop Printers (med)	11	
4	Fax Machines	7	
5	Shredders	7	
6	Pictures	6	
7	Magazine Stand	1	
8	Podium	1	
9	Open Metal shelving	6	
10	TV	7	Sizes range from 13" to 27"
11	TV Stand	1	

Equipment and Miscellaneous Items to be Moved
Building- 941 N.Capitol St, NW (2nd Flr) Tenant- DDOT

Item No.	Item	QTY.	Comments
1	Computers	48	
2	Desktop Printers (small)	5	
3	Desktop Printers (large)	2	
4	Plotters	3	Plotters include computer monitor attached
5	Copiers	2	
6	Shredders	2	
7	TV- Flatscreens	1	Wall mounted 50" flat LCD

Equipment and Miscellaneous Items to be Moved
Building - 941 N.Capitol St., NW (Flrs. 1,2,3,7&9) Tenant - DCRA

Item No.	Item	QTY.	Comments
1	Computers	400	desktop includes CPU, standard monitors, keyboard tray and speakers
2	Desktop Printers (small)	150	
3	Desktop Printers (large)	25	
4	Fax Machines	15	
5	Scanners	8	Models include:HP; Xerox; some flr models/some standard desktop
6	Plotters	3	Flr models include: HP's; some have Monitor to go with it.
7	Canon RE- Video Visualizer	1	Camera machine w/small Projector to take photos; located in licensing ctr.
8	Microfiche	4	
9	Light Table	1	
10	Lateral Files	50	
11	Mail Bin	4	
12	Projection Screens	3	Ceiling Mounted
13	Shredders	20	standard sizes
14	Safe	3	
15	Storage Cabinets	12	6 ft tall sliding accordian doors, they hold computer tapes (cartridges)
16	Task Chairs	50	ergonomic high back task chairs
17	TV - Standalone	17	Sizes range from 20" to 32"
18	Weights	22	(17) 50lbs (5) 25lbs
19	White Boards	60	
20	Mail Sorter	5	3 located in mail room
21	Index Card File	2	
22	Drafting Table	4	
23	Metal Uline Racks	4	located in the Surveyors Office
24	Plat File Drawers	10	Brown Metal 2x4 drawers (approx.11 sections)
25	Wall Unit	2	2 wall units with cubby holes for drawings, bolted to the wall.

Equipment and Miscellaneous Items to be Moved

Building - 941 N Capitol St., NW (Flrs. 1,3,4,5,8 &9) Tenant - OCFO (EDRC, OCIO,OMA & OTR)

Item No.	Item	QTY.	
1	Computers	798	
2	Desktop Printers (small)	21	
3	Desktop Printers (large)	83	
4	Fax Machines	14	
5	Copier	4	
6	Microfiche	1	
7	Mail Bin	4	
8	Whiteboard	5	
9	Shredders	12	
10	Safes	6	1-small standard ;1-50lbs; 1-200lbs; 2 -1000lbs
11	Metal Racks	23	metal 3-4 high racks on wheels
12	TV - Standalone	7	sizes range from 13" to 25" and 1 w/stand
13	TV- Flatscreens	3	Size range from 36"-65' wall mounted
14	Laterals	30	
15	Plotter	6	
16	Auto Mailer	1	
17	Lockers	6	small locker unit
18	Carts	37	for mail & file folders on wheels
19	Scanner	18	
20	Tingle tables	11	Brown Modular table w/ sorter unit attached (wood)
21	Folding Tables	4	
22	Task chairs	40	
23	Miscellaneous Pictures	40	
24	Scales	1	

Equipment and Miscellaneous Items to be Moved
Building - 810 First St., NW (Flrs. 2,3,4,5,6) Tenant -OCFO (OFOS & EDRC)

Item No.	Item	QTY.	
1	Computers	56	
2	Desktop Printers (small)	2	
3	Desktop Printers (large)	1	
4	Fax Machines	11	
5	Shredders	4	
6	Metal Racks/Bookcase	17	
7	TV- Flatscreens	2	50"
8	Laterals	57	
9	Servers	2	
10	Storage Cabinet	7	
11	Projector	1	

Equipment and Miscellaneous Items to be Moved
Building - 810 First St., NW (Flrs. 2,3,4,5,6) Tenant -OCFO (OFOS & EDRC)

Item No.	Item	QTY.	
1	Computers	56	
2	Desktop Printers (small)	2	
3	Desktop Printers (large)	1	
4	Fax Machines	11	
5	Shredders	4	
6	Metal Racks/Bookcase	17	
7	TV- Flatscreens	2	50"
8	Laterals	57	
9	Servers	2	
10	Storage Cabinet	7	
11	Projector	1	

Equipment and Miscellaneous Items to be Moved
Building - 515 D St. NW, (Flr 1-3) Tenant - OCFO (ROD)

Item No.	Item	QTY.	Comments
1	Computers	42	
2	Desktop Printers (small)	10	
3	Fax Machines	2	
4	Scanners	2	
5	Micro Fische Machine w/ printer	10	Kodax 2400 DSV-E model and XL16-ICOM model
6	Shredders	2	

Equipment and Miscellaneous Items to be Moved

Building- 441 4th St, NW (Flrs. Basement, 4th) Tenant- OCFO (OFT, OCIO, ORA, & EDF)

Item No.	Item	QTY.	
1	Computers	68	
2	Desktop Printers (small)	19	
3	Desktop Printers (large)	12	
4	Fax Machines	3	
5	Copier	1	
6	Microfiche	1	
7	Mail Bin	1	
8	Whiteboard	1	electronic wall mounted
9	Shredders	2	
10	Safes	3	1- 100lbs and 2-200lbs
11	Metal Racks	4	Uline Racks
12	TV - Standalone	1	includes TV Stand
13	TV- Flatscreens	2	50"
14	Archive by Disc machine	1	NSM 7000, 5ft tall on casters (holds media disc, electronic machine)
15	Plotter	1	
16	Auto Mailer	4	

J.5

Equipment and Miscellaneous Items to be Moved
Building - 1275 K St, NW (5th & 6th Flr) Tenant - OCFO (OIO & OFT)

Item No.	Item	QTY.	Comments
1	Computers	106	
2	Desktop Printers (small)	85	
3	Desktop Printers (med)	11	
4	Fax Machines	7	
5	Shredders	7	
6	Pictures	6	
7	Magazine Stand	1	
8	Podium	1	
9	Open Metal shelving	6	
10	TV	7	Sizes range from 13" to 27"
11	TV Stand	1	

Equipment and Miscellaneous Items to be Moved
Building - 1900 Mass Ave., SE (flrs. 1) Tenant - DCRA

Item No.	Item	QTY.	Comments
1	Computers	20	
2	Desktop Printers (small)	7	
3	Fax Machines	3	
4	Scanners	3	
5	Lateral Files	30	
6	Mail Bin	1	
7	Shredders	2	
8	Task Chairs	4	
9	Storage Cabinets	4	

Equipment and Miscellaneous Items to be Moved
Building- 2000 14th St, NW (Flr. 3rd-4th) Tenant- OP

Item No.	Item	QTY.	
1	Computers	88	
2	Desktop Printers (small)	6	
3	Desktop Printers (large)	4	
4	Fax Machines	2	
5	Scanners	2	1 large floor model wide scanner; 1 desktop scanner
6	Copiers	4	
7	Shredders	1	
8	GBC Binder	1	
9	Electric Punch	1	desktop
10	TV- Flatscreens	2	
11	Plotters	4	HP models
12	Wide Screen Projector	1	INFOCUS Projector w/ screen
13	Dry Mount Press	2	Graphic Machine
14	Drafting Tables	2	
15	Lateral Files	30	
16	Vertical Files	8	
17	Matte Board Cutter	1	
18	Utility Cart	1	
19	Paper Folder	1	Martin Yele auto folder
20	Paper Cutter	1	Large Paper Cutter

Equipment and Miscellaneous Items to be Moved

Building- 441 4th St, NW (Flrs. Basement, 4th) Tenant- OCFO (OFT, OCIO, ORA, & EDF)

Item No.	Item	QTY.	
1	Computers	68	
2	Desktop Printers (small)	19	
3	Desktop Printers (large)	12	
4	Fax Machines	3	
5	Copier	1	
6	Microfiche	1	
7	Mail Bin	1	
8	Whiteboard	1	electronic wall mounted
9	Shredders	2	
10	Safes	3	1- 100lbs and 2-200lbs
11	Metal Racks	4	Uline Racks
12	TV - Standalone	1	includes TV Stand
13	TV- Flatscreens	2	50"
14	Archive by Disc machine	1	NSM 7000, 5ft tall on casters (holds media disc, electronic machine)
15	Plotter	1	
16	Auto Mailer	4	

Equipment and Miscellaneous Items to be Moved
Building - 515 D St. NW, (Flr 1-3) Tenant - OCFO (ROD)

Item No.	Item	QTY.	Comments
1	Computers	42	
2	Desktop Printers (small)	10	
3	Fax Machines	2	
4	Scanners	2	
5	Micro Fische Machine w/ printer	10	Kodax 2400 DSV-E model and XL16-ICOM model
6	Shredders	2	

Equipment and Miscellaneous Items to be Moved
Building - 810 First St., NW (Flrs. 2,3,4,5,6) Tenant -OCFO (OFOS & EDRC)

Item No.	Item	QTY.	
1	Computers	56	
2	Desktop Printers (small)	2	
3	Desktop Printers (large)	1	
4	Fax Machines	11	
5	Shredders	4	
6	Metal Racks/Bookcase	17	
7	TV- Flatscreens	2	50"
8	Laterals	57	
9	Servers	2	
10	Storage Cabinet	7	
11	Projector	1	

Equipment and Miscellaneous Items to be Moved
Building - 810 First St., NW (Flrs. 2,3,4,5,6) Tenant -OCFO (OFOS & EDRC)

Item No.	Item	QTY.	
1	Computers	56	
2	Desktop Printers (small)	2	
3	Desktop Printers (large)	1	
4	Fax Machines	11	
5	Shredders	4	
6	Metal Racks/Bookcase	17	
7	TV- Flatscreens	2	50"
8	Laterals	57	
9	Servers	2	
10	Storage Cabinet	7	
11	Projector	1	

Equipment and Miscellaneous Items to be Moved

Building - 941 N Capitol St., NW (Flrs. 1,3,4,5,8 &9) Tenant - OCFO (EDRC, OCIO,OMA & OTR)

Item No.	Item	QTY.	
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2	Desktop Printers (small)	21	
3	Desktop Printers (large)	83	
4	Fax Machines	14	
5	Copier	4	
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7	Mail Bin	4	
8	Whiteboard	5	
9	Shredders	12	
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19	Scanner	18	
20	Tingle tables	11	Brown Modular table w/ sorter unit attached (wood)
21	Folding Tables	4	
22	Task chairs	40	
23	Miscellaneous Pictures	40	
24	Scales	1	

Equipment and Miscellaneous Items to be Moved
Building - 941 N.Capitol St., NW (Flrs. 1,2,3,7&9) Tenant - DCRA

Item No.	Item	QTY.	Comments
1	Computers	400	desktop includes CPU, standard monitors, keyboard tray and speakers
2	Desktop Printers (small)	150	
3	Desktop Printers (large)	25	
4	Fax Machines	15	
5	Scanners	8	Models include:HP; Xerox; some flr models/some standard desktop
6	Plotters	3	Flr models include: HP's; some have Monitor to go with it.
7	Canon RE- Video Visualizer	1	Camera machine w/small Projector to take photos; located in licensing ctr.
8	Microfiche	4	
9	Light Table	1	
10	Lateral Files	50	
11	Mail Bin	4	
12	Projection Screens	3	Ceiling Mounted
13	Shredders	20	standard sizes
14	Safe	3	
15	Storage Cabinets	12	6 ft tall sliding accordian doors, they hold computer tapes (cartridges)
16	Task Chairs	50	ergonomic high back task chairs
17	TV - Standalone	17	Sizes range from 20" to 32"
18	Weights	22	(17) 50lbs (5) 25lbs
19	White Boards	60	
20	Mail Sorter	5	3 located in mail room
21	Index Card File	2	
22	Drafting Table	4	
23	Metal Uline Racks	4	located in the Surveyors Office
24	Plat File Drawers	10	Brown Metal 2x4 drawers (approx.11 sections)
25	Wall Unit	2	2 wall units with cubby holes for drawings, bolted to the wall.

Equipment and Miscellaneous Items to be Moved
Building- 941 N.Capitol St, NW (2nd Flr) Tenant- DDOT

Item No.	Item	QTY.	Comments
1	Computers	48	
2	Desktop Printers (small)	5	
3	Desktop Printers (large)	2	
4	Plotters	3	Plotters include computer monitor attached
5	Copiers	2	
6	Shredders	2	
7	TV- Flatscreens	1	Wall mounted 50" flat LCD

J.1.1

J.1.3

J.3

J.4

J.5

“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 per hour.

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



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.*

SECTION B

UNIT PRICE SCHEDULE

B.1 The District of Columbia, Department of Real Estate Services, Contracting and Procurement Division on behalf of the Portfolio Division, is seeking a relocation contractor to who is capable and equipped to provide all relocation personnel for Relocation Support Services for five District Agencies to the Waterfront Station Buildings (East and West) at 1100 and 1101 4th Street, SW Washington, DC 20024 from seven locations within the District as described in **Section “C”**.

B.2 **TYPE OF CONTRACT**

The District contemplates award of a Firm-Fixed Price Contract.

B.3. PRICE BREAKDOWN BY LOCATION

CLIN	AGENCY	BUILDING ADDRESS (From)	BUILDING ADDRESS (To)	PRICE
0001	DCRA, OCFO, DDOT,	941 N. CAPITOL ST.NE	1100 4 th Street, SW (East / West Tower) *	\$
0002	DCRA, PSD	1900 MASSACHUTTES AVE.SE	1100 4 th Street, SW (East and West Tower)	\$
0003	OCFO	441 4 TH ST.NW	1100 4 th Street, SW (West Tower)	\$
0004	OCFO	1275 K ST. NW	1100 4 th Street, SW (West Tower)	\$
0005	OCFO	810 FIRST ST.NW	1100 4 th Street, SW (West Tower)	\$
0006	OP	2000 14 TH ST.NW	1100 4 th Street, SW (East Tower)	\$
0007	OCFO	515 D ST. NW	1100 4 th Street, SW (West Tower)	\$
SUBTOTAL				\$
		*Please note OCFO will be the only agency moving to the West Tower.		

SECTION C

TECHNICAL SPECIFICATIONS

C.1 SCOPE OF WORK:

C.1.1 Work under this contract consists of furnishing all labor, materials, tools and equipment to manage and execute the relocation of equipment, contents and limited furniture (hereinafter referred to as the “goods”) for approximately 1,700 personnel from seven (7) existing locations of DC Government Agencies in Washington, DC (hereinafter referred to as the “existing premises”)) to the new premises located at 1100 and 1101 4th Street Washington DC 20024 , SW, Waterfront Station Buildings (East and West). New furniture supplied and installed by others will be in place at the SW Waterfront locations; however, the selected relocation contractor will be required to relocate IT equipment, miscellaneous case goods furniture, including file cabinets (lateral and vertical), seating and conference room chairs and tables . All work to be performed in accordance with *Relocation Services Requirements* listed in Section C.4. All work shall be performed in accordance with Section “C”, as specified herein.

Note: An itemized list of the goods to be relocated is provided under J. 4

C.2 REQUIREMENTS:

C.2.1 The relocation will take place on or about March 12, 2010 (a “Preliminary Relocation and Schedule” is provided under J.3). The relocations will take place on weekdays and weekends. There will be relocations occurring during daytime and evening hours, specific to the existing premise the DC Government Agency is vacating from (as identified in the relocation schedule Section J.3). Daytime labor will be required for pre-relocation activities including, building and premises protection, de-installation of shelving boards and miscellaneous items for the relocation and the disassembly and removal of surplus goods (as needed, disassembly and removal may also occur after normal working hours,). Surplus ??

Unless otherwise noted, the relocation contractor shall furnish all supervision, labor, materials, and equipment necessary to perform all of the services required under this IFB in an orderly, timely, and efficient manner.

C.2.2 The general relocation will consist of: Goods for personnel; Miscellaneous case good furniture from existing to new premises; all equipment, including computers, monitors, desktop and floor model printers, local server equipment, fax machines, plotters, and copiers (except those specified to be relocated by others). Miscellaneous items such as trash cans, recycle bins, water coolers, pictures, boxed supplies, white boards and lamps; Existing Systems Furniture shall be disassembled and relocated by the relocation contractor.

C.3 GENERAL INFORMATION

C.3.1 This section details the requirements in regard to rendering relocation and support services for the following agency moves: Department of Consumer and Regulatory Affairs, District Department of Transportation, Protective Services Division, Office of Chief Financial Officer, and Office of Planning. It is the responsibility of the contractor to comply with any and all requirements and in conjunction with other contractual obligations stated elsewhere under this contract in order to relocate the five government agencies with minimal disruption to their daily operation. in satisfactory working condition at all times.

C.4 EXECUTION OF WORK FOR RELOCATION SUPPORT SERVICES:

- C.4.1** In accordance with the established relocation schedule J.3, relocation of all goods (including boxes, computer equipment, etc.) of approx. 1,700 Personnel from seven (7) existing premises to two (2) new premises (twin towers) and placing them in accordance with the provided directions.
- C.4.2** The Relocation Contractor shall be responsible for verifying and incorporating all general site conditions into the planning of the relocations, including but not limited to the specifics outlined in this IFB.
- C.4.3** The Relocation Contractor shall follow all rules and regulations pertaining to all buildings and premises. Compliance with all applicable District of Columbia laws, codes and regulations is required. Use of all elevators will require padding and protection by the relocation contractor. The relocation contractor is responsible for obtaining and complying with all building rules and regulations as set by both the building managers and/or landlords at the existing premises and at the new premises.
- C.4.4** The Relocation Contractor shall also coordinate or check the following with the building managers and/or landlords at the existing premises and the new premises: Security system operation; Elevator operation; Loading dock regulations and information on the allowable truck size at loading docks ; Protection of finishes from the loading dock to the premises; Public streets and walkways; Storage on-site; Trash Container; Use of building services and amenities; Use of service utilities; Life safety; Site access coordination; Cleaning and removing of packing materials and debris; the Use of building trash dumpsters. Please see attachment J.5 for building access requirements.
- C.4.5** The Relocation Contractor shall conduct Pre-relocation walk-thrus at existing and new premises prior to the actual relocations.
- C.4.6** The Relocation Contractor shall provide temporary directional signage/maps for relocations.
- C.4.7** The Relocation contractor shall be required to disassemble/relocate/reassemble (shelving) to be relocated to the new premises.
- C.4.8** The Relocation Contractor shall prepare and relocate all identified case goods, computer equipment and/or miscellaneous items from existing premises to new premises.

- C.4.9** The Relocation Contractor shall carefully remove any wall-mounted boards, pictures, projection screens (pull down types), and cabinets.
- C.4.10** The Relocation Contractor shall provide full-time, on-site Project Management, during all pre-relocation, relocation and post-relocation activities. The relocation contractor shall identify in writing who the project managers will be for relocation (also to be specified in relocation contractor's proposed Relocation Plan).
- C.4.11** The Relocation Contractor shall place all equipment and goods in accordance with prepared room plans and/or directions from the DRES Relocation Team.
- C.4.12** The Contractor shall provide Post-Relocation Services to support a two-day Help Desk on the days immediately following the completion of each of the four phases of the relocation.
- C.4.13** The Pick-up, return or recycling of the boxes used for the relocations must occur within three (3) business days after the relocations, exclusive of and at no-additional charge for holidays that may fall within the Relocation Schedule.
- C.4.14** Weekend and night moving service requirements will be needed on a frequent basis, and the employees of the relocation contractor must be available to perform these tasks and assignments. There will be circumstances when advance notice is neither practical nor possible.
- C.4.16** Project Managers, Supervisors and Crew Leaders are required to wear cell phones, etc (supply, maintenance and phone service costs by the relocation contractor) and must be fluent in the English and able to clearly communicate with the moving crews.
- C.4.17** Trucks and vans to be used to perform the relocations to be provided, serviced and maintained by the relocation contractor. It will be the responsibility of the relocation contractor to determine the size of his moving trucks and/or vans in order to cope with the physical loading dock and/or other loading area and access conditions at each location.
- C.4.19** The Relocation Contractor shall supply the DRES Relocation Team with a telephone number of the Project Managers, Supervisors and Crew Leaders where he can be reached on a 24 hour basis. During normal business hours 9am-5pm, the DRES Relocation Team must be able to speak to a relocation contractor Representative/Receptionist who will be in a position to answer inquiries regarding crews (voice mail / answering machines are not acceptable.) In addition, all calls from the DRES Relocation Team must be returned within three (3) hours. Failure to comply with this requirement may cause the COTR to contact another company to provide the required service and the cost shall be deducted from payments due the contractor.
- C.4.20** The designated Project Managers, Supervisors and/or Crew Leaders must attend all project meetings as requested, weekly progress meetings, coordination meetings as reasonably required by the DRES Relocation Team and provide updates and reasonable documentation as required by the DRES Relocation Team.
- C.4.21** The Relocation Contractor shall brief-his supervisors and staff on relocation requirements and criteria specified by the DRES Relocation Team and acknowledge the importance of flexibility by managers, supervisors and employees in the execution of the relocations.

- C.4.22** The Relocation Contractor shall receive individual work orders directly from the DRES Relocation Team. The DRES Relocation Team shall place an individual order with the relocation contractor no later than by 12 noon on the business day preceding the day of a relocation requirement. The services may be requested orally but must be confirmed in writing prior to actually starting the services. Each order must be assigned an order/control number. The shall provide the relocation contractor with complete details of the requirement. At the time the order is placed, the relocation contractor and the DRES Relocation Team shall agree on the time frame within which the work is to be performed, the size of the workforce and whether any overtime will be required. The relocation contractor shall advise the DRES Relocation Team of the name(s) of the supervisor/crew leader responsible for the workforce for each order.
- C.4.23** The Relocation Contractor shall ensure the following: “Box #1” boxes are on the top, that boxes do not block file/desk drawers, that boxes are placed with labels facing out and not stacked higher than four boxes. If boxes are placed under work surfaces, the relocation contractor will ensure that there is sufficient space for the occupant’s legs to fit and that telephone, data and other jacks and outlets are not blocked. Boxes may not be placed on top of work surfaces or the tops of other furniture items.
- C.4.24** The Relocation Contractor shall complete all relocation tasks within the time frames and phases established in the Relocation Schedule (Attachment J.3).
- C.4.25** The Relocation Contractor shall provide the staff necessary to perform final space walk-thrus close to the completion of the relocations, at which time adjustments and changes to boxes, equipment, and miscellaneous items required and noted by the DRES Relocation Team will be made.
- C.4.26** The Relocation Contractor shall prepare a detailed Bill of Lading for each moving load and have it counter-signed by the DRES Relocation Team person in charge. The Bill of Lading shall describe the condition of each of the goods to be relocated. No moving load shall leave the premises without a counter-signed Bill of Lading. Copies of all Bill of Lading shall be kept by the Relocation contractor and the DRES Relocation Team.
- C.4.27** After arrival of the load at the new premises, its unloading, unpacking and placement of the goods in their indicated location, is the responsibility of the Relocation Contractor. The DRES Relocation Team person in charge shall inspect the goods, note damages if applicable, and sign a release form.
- C.4.28** The relocation contractor shall devise a Relocation Plan and Schedule, which should detail and identify how they will move all people and contents, it will include move crews and equipment needed to handle each move. The plan should reflect the schedule that we have put together. It should also list key personnel and management/supervisory team.
- C.4.29** The District and the DRES Relocation Team shall ensure that files are packed and labeled by tenants.

C.4.30 The District and DRES Relocation Team shall ensure that ALL computer and IT equipment will be disconnected and reconnected by others.

C.5 PROTOCOL FOR REMOVAL AND TRANSPORTATION OF FINE ART

C.5.1 Relocation Contractor shall unlock artwork security hardware with the provided wrench key. The artwork security hardware consists of a “T”-shaped screw that is attached to the wall and a “D” shaped fastener attached to the underside of each painting at the very bottom. Each wrench key, furnished by the DC Commission on the Arts, has an angled notch at the tip that fits perfectly around the T-screw. A simple 90-degree counterclockwise turn will unlock the T-Screw from the back of the painting and release the artwork from the wall for easy removal.

C.5.2 The Relocation Contractor shall lift artwork off of the walls supporting the work on both sides. It is essential to provide adequate support to the artwork by lifting and carrying the works with one hand on each side. Large works may require two persons, so that each side is adequately supported.

C.5.3 The Relocation Contractor shall wrap each piece of artwork individually with bubble wrap, making sure to place the bubbles on the outside. Placing bubbles on the outside ensures that the protective padding will surround each piece (especially sharp corners). Also, the inner flat surface of the wrap will not disturb the surface of the artwork.

C.5.4 The Relocation Contractor shall ensure that in transit (on cart and in truck), each artwork stand upright, side-by-side. It is essential to place the works with glass facing glass and the back of one work facing the back of another work. This will ensure the safety of the glass and mahogany frames because the hardware on the backs of each artwork will not be able to harm the front of another work. A cardboard sheet placed between each work will also ensure the safety of the glass and frame as an added measure.

C.5.5 The Relocation Contractor shall ensure that the transport truck is capable of securing the standing artworks with a tightening belt typical of most moving trucks. Once on the truck, all artworks must be secured to prevent any movement. Additionally, it is essential to stand the paintings upright and together, with like sides facing one another. As works stand together, they will support one another, especially if works of similar size are grouped together. A belt that tightens around the body of works will prevent the artwork from sliding, falling, or shifting at all.

C.5.6 The storage facility for the artwork is Artex Fine Art Services and is prepared to receive and unload the artwork. The facility is located at :

8712 Jericho City Drive
Landover MD 20785
(301)350-5500

Ms. Syd Bae is the art storage contact at Artex Fine Art Services.

C.6 MATERIALS

DRES has determined that boxes will be utilized for this relocation. In addition, boxes must be provided for items that must remain boxed for a longer period of time. The relocation contractor should provide boxes (with the appropriate number of dollies- 4 boxes to 1 dolly).

- C.6.1** The boxes must be delivered and available for use no later than (7) business days prior to the relocations. The relocation contractor will be required to distribute dollies, and boxes to designated locations within the to-relocation-from buildings.
- C.6.2** The final pick-up for dollies and boxes at the end of all the relocations must occur no sooner than seven (7) business days following the individual government agencies' last relocation.
- C.6.3** The Relocation Contractor shall provide all required equipment and packing supplies including but not limited to masonite, boxes, dollies, computer carts, bubble wrap, tape and zip lock keyboard bags; the supplies should also include materials necessary to properly protect the existing and new premises. .
- C.6.4** The relocation contractor is not required to provide packing assistance for personal items and files located in cubicles and offices, however, the relocation contractor will supply sufficient quantities of gummed, color-coded labels and placards, and will ensure that all goods and equipment to be relocated are labeled in advance of the relocation. The relocation contractor is required to perform packing of computer equipment and all artwork as per artwork protocol information.

SECTION D

PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION E

INSPECTION AND ACCEPTANCE

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.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 **TERM OF CONTRACT:**

F.1.1 The term of the contract shall be for a period of one year from the date of award specified on the cover page of the contract.

F.2 **DELIVERABLES**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.4.5	Relocation Plan	2	Hard copy and Electronically	15 days after Notice to Proceed	COTR
C.4.6	Boxes	TBD	Delivery and available	30 days prior to relocation	COTR

F.2.1 The Contractor shall submit to the District, as a deliverable, the report described in Paragraph H.3.5 of this contract that is required by 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 shall make payments to the Contractor upon the submission of proper invoices or vouchers at the prices stipulated in this contract for supplies delivered and accepted and/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 on a monthly basis. Invoices shall be prepared in duplicate and be submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the COTR's address shown in this Section, paragraph G.9.3. The address of the CFO is:

Agency Chief Financial Officer
441 - 4th Street, NW, Suite 890 North
Washington, DC 20001
Telephone: (202) 727-0333

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 shall date invoices on the date of mailing or transmittal);

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.

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.3.5.

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**

Payment will be based on the unit prices listed in Section B.

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.7 **CONTRACTING OFFICER (CO):**

G.7.1 Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this contract is:

Diane Wooden, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 - 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: (202) 671-2405

G.8 **AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (CO):**

G.8.1 The CO 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 CO.

G.8.3 In the event the Contractor effects any change at the direction of any person other than the CO, 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 shall be responsible for ensuring the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These may include but not be limited to:

G.9.1.1 Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract:

G.9.1.2 Reviewing and approving invoices includes the timely processing of invoices and vouchers in accordance with the District’s payment provisions; and

G.9.1.3 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

G.9.2 The COTR shall not have the authority to:

G.9.2.1 Grant deviations from or waive any of the terms and conditions of the contract;

G.9.2.2 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

G.9.2.3 Change the period of performance; or

G.9.2.4 Authorize the furnishing of District property, except as specified under the contract.

G.9.3 The name, address and telephone number of the COTR for this contract is:

Michael Jackson
D.C. Department of Real Estate Services
Construction Division
2000 14th Street, 8th Floor
Washington, DC 20009
Telephone (202) 671-2612

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 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.2 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.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 *et seq.* (“First Source Act”).

H.3.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

- (1) 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
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.3.3 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:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.3.4 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.3.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) 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, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.3.7 Upon receipt of the contractor’s final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 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.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, 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.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 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.4.1.1 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.4.2 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 apprentices and trainees in the implementation of employment goals contained in this clause.

H.5 PROTECTION OF PROPERTY

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

H.6 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.7 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 (1983) *et seq.*

H.8 DISTRICT RESPONSIBILITIES

H.8.1 The District will reimburse the Contractor for expert witness testimony to include travel and logging.

H.8.2 The District will reimburse the Contractor, with respect to “No-Show” fees for expert witness testimony relating to the contract.

H.10 EGRESS AND ACCESS

H.10.1 For the physical conditions at the different locations see Attachment J. 4 (Egress and Access for ALL Locations).

H.11 LIQUIDATED DAMAGES

H.11.1 The Contractor shall pay to the District of Columbia the sum of three- thousand, Five- hundred and Fifty-two dollars (\$3,552.00) as agreed liquidated damages for each calendar day of delay in completion of the work for this project.

H.12 QUALIFICATIONS

H.12.1 The relocation contractor shall have crew leaders who have a minimum of three years of moving Supervisory experience; provide moving teams whose members have a proven record of successful moving services and either a minimum of one year of experience or appropriate training in line with the task assigned; assign supervisors to the project with a minimum four years experience;

- H.12.2** The relocation contractor shall clearly and succinctly describe a minimum of two (2) contract or task orders that he has recently performed (within the last 3 years), or is currently performing, which is relevant to the requirements of this IFB. Relevant experience is considered work experience in which the requirements were similar or greater in scope and magnitude to this IFB.

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, vendor portal, click on solicitation attachments, then click on “Standard Contract Provisions (March 2007).

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 OTHER CONTRACTORS

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

I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor’s work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.7 INSURANCE:

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized

representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$500,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
6. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$2,000,000 aggregate.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Diane Wooden, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 - 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: (202) 671-2405

I.8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.9 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.10 DISCRIMINATION CLAUSES:

I.10.1 Anti-Discrimination Clause:

The Contractor:

I.10.1.1 Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

I.10.1.2 Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

I.10.1.3 Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.10.2 Non-Discrimination Clause:

I.10.2.1 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.

I.10.2.2 Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

I.10.2.2.1 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, 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.

I.10.2.2.2 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, familial status, family responsibilities, disability, matriculation, political affiliation, 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.

I.10.2.2.3 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 I.10.2.2.1 and I.10.2.2.2 concerning non-discrimination and affirmative action.

I.10.2.2.4 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 I.10.2.2.2.

I.10.2.2.5 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.

I.10.2.2.6 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.

I.11.2.2.7 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.

I.10.2.2.8 The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.10.2.2.1 through I.10.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

I.10.2.2.9 The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.11 AUDITS, RECORDS, AND RECORD RETENTION:

- I.11.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- I.11.2** 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.
- I.11.3** 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 five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) 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.
- I.11.4** 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 CO.
- I.11.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- I.11.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- I.11.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

I.12 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.12.1 WAY TO WORK AMENDMENT ACT OF 2006

- I.12.1.1** Except as described in I.12.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

- I.12.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- I.12.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- I.12.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I.12.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- I.12.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I.12.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- I.12.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

SECTION J

LIST OF ATTACHMENTS

- J.1** ATTACHMENTS
 - J.1.1** Wage Determination No. 2005-2103, Revision No. 8, Dated 05/26/2009
 - J.1.2** The Living Wage Act Notice and Fact Sheet
- J.2** INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.)*
 - J.2.1** E.E.O. Information and Mayor's Order 85-85
 - J.2.2** Tax Certification Affidavit <http://otr.cfo.dc.gov/otr/cwp/view,A,1330,O,593932.asp>
 - J.2.3** First Source Employment Agreement
 - J.2.4** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007
 - J.2.5** LSDBE Certification Package (Bidders shall contact the Department of Small and Local Business Development for the package) www.dslbd.dc.gov
- J.3** Preliminary Relocation Schedule
- J.4** Itemized list of goods to be Relocated
- J.5** Building Access Requirements

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable box, represents that

(a) It operates as:

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

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

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

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Bidder ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor’s Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 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.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder 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.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the bidder 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 bidder 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 Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the bid is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the bidder'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:

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

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

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

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends, but is not obligated, to award one contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-2009-B-0108 – Maintenance and Repair Services for Temperature and Automated Control Systems at the Frank D. Reeves Center".
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 PRE-BID CONFERENCE AND SITE VISIT:

- L.3.1** A pre-bid conference to discuss the contents of this solicitation and other pertinent matters will be held promptly at **3:00 p.m. on Wednesday, December 16, 2009** at the following address:

2000 14th Street NW, 2nd Floor
Community Room
Washington, DC 20009

- L.3.2** Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Bid

Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

L.3.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.3.4 Prospective bidders are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District.

L.3.5 The site schedule is listed below:

NO.	BUILDING ADDRESS	DATE	TIME	COMMENTS
1	1275 K ST., NW	12/17/2009	9:00am	Meet in the lobby
2	441 4th St., NW	12/17/2009	11:00am	Meet in the lobby
3	515 D St., NW	12/17/2009	1:00pm	Meet in the lobby
4	1900 Mass Ave., SE	12/18/2009	9:00am	Old DC General Hospital Bldg. - Meet in the lobby
5	2000 14th St., NW	12/18/2009	11:30am	Meet in the lobby
6	810 First St., NE	12/18/2009	1:30pm	Meet in the lobby
7	941 N. Capitol St., NE	12/21/2009	9:00am	Meet in the lobby
8	SW Waterfront Bldgs.	12/21/2009	2:00pm	Clark Trailer - Construction Site Entry*

The Project Manager will escort the group to the site. For further information regarding the site visit, the prospective bidders are encouraged to contact the Project Manager:

Michael Jackson
D.C. Department of Real Estate Services
2000 14th Street, NW 8th Floor
Washington, DC 20009
Telephone (202) 671-2612

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 P.M (Local Time) on January 5, 2010.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than December 21, 2009 at 2:00pm local time. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, D.C. Real Estate Services, Contracting and Procurement Division, 2000 14th Street NW, 5th Floor, Washington DC 20009 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor

must submit the documentation listed below, within five (5) days of the request by the District.

- L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M

EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident Business Owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone:

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprises Development and Assistance Act of 2005” (the Act”), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1.1 GENERAL PREFERENCES

For evaluation purposes, the allowable preferences under the Act for this procurement is as follows:

- M.1.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (“SBE”) certified by the Small and Local Business Opportunity Commission (“SLBOC”) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.1.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.2 APPLICATION OF PREFERENCES

The preferences shall be applicable to prime Contractors as follows:

- M.1.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (“IFB”) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (“RFP”).
- M.1.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (“IFB”) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to a Request for Proposals (“RFP”).
- M.1.2.3** Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an Invitation for Bids (“IFB”) or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to a Request for Proposals (“RFP”).
- M.1.2.4** Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (“RFP”).
- M.1.2.5** Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to a Request for Proposals (“RFP”).
- M.1.2.6** Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an Invitation for Bids (“IFB”) or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to a Request for Proposals (“RFP”).

M.1.3 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to a RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprise.

M.1.4 PREFERENCES FOR CERTIFIED JOINT VENTURES

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime Contractor for categories in the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.5 VENDOR SUBMISSIONS FOR PREFERENCES

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preferences being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint ventures provisional certification by the DSLD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 - 4th Street, NW, Suite 970 North
Washington, DC 20001

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.