

SOLICITATION, OFFER, AND AWARD		1. Caption: Consultant Team for Chinatown Cultural Development Strategy		Page of Pages 1 53	
2. Contract Number	3. Solicitation Number DCBD-2008-R-0003	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued January 28, 2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001		8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001			

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 2:00 PM local time February 27, 2008
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone		C. E-mail Address
	Jeanne Sheridan	202	724 4063	jeanne.sheridan@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % ___ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature
			18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of The Office of Planning (OP), in collaboration with the Office of Asian and Pacific Islander Affairs (OAPIA), (the District) is seeking a Contractor that can provide an experienced and creative Planning, Economic Development, Marketing and Cultural Development consultant team to provide technical expertise and assistance as part of the creation of the Chinatown Cultural Development Strategy (CCDS).

B.2 The District contemplates award of a firm fixed price contract.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

Contract Line Item No. (CLIN)	Item Description	Total Price (\$)
0001 (C.4.3.1)	TASK 1 – Existing Conditions Analysis & Chinatown Profile	\$ _____
0002 (C.4.3.2)	TASK 2 – Cultural Economic Development Analysis	\$ _____
0003 (C.4.3.3)	TASK 3 – Strengths, Weaknesses, Opportunities and Threats + Case Studies	\$ _____
0004 (C.4.3.4)	TASK 4 – Placemaking / Urban Design Framework	\$ _____
0005 (C.4.3.5)	TASK 5 – Draft Strategy Recommendations	\$ _____
0006 (C.4.3.6)	TASK 6 – Final Recommendations and Implementation Strategy	\$ _____
0007 (C.4.3.7)	TASK 7 – Meetings & Public Outreach	\$ _____
Total Project Price		\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Washington DC Office of Planning (OP), in collaboration with the Office of Asian and Pacific Islander Affairs (OAPIA), seeks an experienced and creative Planning, Economic Development, Marketing and Cultural Development consultant team to provide technical expertise and assistance as part of the creation of the Chinatown Cultural Development Strategy (CCDS).

The consultant team will:

- Develop strategies and tools for enhancing Chinatown as a cultural destination
- Identify the historic, cultural and economic assets of Chinatown
- Identify best practices for destination development, niche market branding and implementation funding strategies
- Prepare a retail and cultural asset analysis and strategy for the area, with regional perspective
- Prepare a placemaking and urban design framework that reflects historic and contemporary Chinese/Asian culture and identity
- Support and participate in a series of stakeholder dialogues and working sessions to ultimately create a shared vision for action and implementation
- Work collaboratively with client and stakeholders to formulate an implementation strategy and deliver performance metrics designed to measure the progress of the strategies and recommendations

C.1.1 GOALS

The purpose of the Cultural Development Strategy is to provide public and private stakeholders with a set of clearly defined strategies by which to: *position Chinatown as the regional anchor for Chinese / Asian culture and attractions*, with national and international appeal as the national Capital Chinatown; raise awareness and coordination of cultural programs, services, and events; ensure a harmonized approach to the branding and marketing of Chinatown as a destination; develop new, innovative, and effective ways to attract visitors to Chinatown, including domestic and international tourists, business travelers, and particularly DC and Washington area residents; attract entrepreneurs and cultural economic development; provide guidance to design review guidelines and processes to further articulate Chinese / Asian architecture and public realm design; and guide the community, policy-makers, planners, and private sector stakeholders in sustaining Chinatown as an attractive destination in its own right and a valued component of DC's Center City.

DC's Chinatown has the assets, human capital, and community leadership to achieve this vision. Chinatown can strengthen and expand its cultural offerings, identity, brand and ultimately, its sense of place as a destination through increased awareness and marketing of cultural programs, services, events and festivals. Further, Chinatown's small businesses

and organizations will benefit from a detailed niche market assessment providing the information and understanding to achieve greater economic success.

The Chinatown Cultural Development Strategy will generate a shared vision for action and implementation based on existing conditions, best practices, cultural economic development analysis, and community aspirations. Specifically, the strategy will achieve the following objectives for OP, OAPIA, and community stakeholders:

1. **Identify and assess the historic, cultural and economic assets of Chinatown.** Chinatown has a tremendous number of cultural and economic assets, and strong community leaders. There is an abundance of Chinese and Asian based cultural programs and services. Chinatown has everything from language learning to martial arts to exchange programs to calligraphy classes. It is rich in culture, anchored in the heart of Center City DC, amongst some of the city's primary attractions for shopping, entertainment, arts and food. Add to this its unique design characteristics, history, architecture and transportation options and the neighborhood has the building blocks for a truly great destination.
2. **Identify best practices for creating destination identity and best practices for cultural programming coordination, marketing, and branding.** Best practices should identify lessons learned and relevant examples of success in urban Chinatowns and other niche markets, as well as cultural programming coordination and promotion. Successful marketing, branding and advertising strategies should inform the design framework as well as the cultural development strategies.
3. **Identify strategies to enhance Chinatown's cultural economic development.** The Chinatown market area is undergoing transition. New national retailers, franchises, offices and market-rate housing have made their way into Chinatown over the past few years, evolving the marketplace and adding activity, but also placing upward pressure on rents and land costs. Many small, minority-owned businesses are struggling to keep pace with these rising costs, and there has been a reduction in the number of Chinese businesses operating in the area. The retail and cultural asset market analyses includes: destination retail, neighborhood serving retail, non-retail culturally based/themed businesses, services, events and festivals.
4. **Develop a placemaking and urban design framework that reflects historic and contemporary Chinese / Asian culture and identity.** The design framework should support destination development and placemaking for Chinatown, linking its physical and perceptual identity to Chinatown's more and less tangible assets. The distinctive festivals, unique businesses, colorful celebrations, architecture, public spaces, and dynamic arts provide significant opportunity to create place and economic value. The framework should articulate the values, principles and goals for the character that DC's Chinatown conveys, and find solutions that place Chinatown in regional and national destination conversations.

5. **Develop strategies for enhancing Chinatown as a cultural destination.** The Strategy should guide public and private stakeholders understanding of the assets and tools available to reposition Chinatown as the region’s top destination for Chinese / Asian cultural programs, services, events and festivals. Placemaking for Chinatown should reflect community values and foster creativity, history, culture, communication, art and identity. Marketing Chinatown’s assets and ‘place’ will be a key component of the overall strategy.

C.1.2 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
01	Zoning Government Regulations	Title IV of the District of Columbia Self-Government and Governmental Reorganization Act, 87 Stat. 820, Pub. L 93-198	12/24/73

C.1.3 DEFINITIONS

N/A

C.2 BACKGROUND

The distinctive “Friendship Arch” at the intersection of 7th and H Streets NW is the center of Washington’s Chinatown. Decorative metal lattice work and railings, Chinese signs, and Chinese façade and roof details greet visitors to the blocks of H Street between 5th Street and 8th Street NW. The area has been a center of Chinese culture since the 1930s, when the city’s original Chinatown along Pennsylvania Avenue was displaced by development of the Federal Triangle.

Today, Chinatown is struggling to retain its identity as the area around it booms with new retail, office, entertainment, and housing development. The Chinese population in the area now numbers fewer than 600 residents, and many of the Chinese businesses are having a difficult time keeping pace with rising rents and land costs. National chains have moved in, leading to curious street scenes as businesses like Hooters and Starbucks display signs with Chinese characters.

Keeping Chinatown a viable ethnic commercial district and neighborhood will require proactive measures to assist its businesses, attract new Chinese enterprises and cultural activities to the area, and support the institutions and services that sustain the Chinese community today. The area can capitalize on its proximity to the Convention Center and Gallery Place without losing its special character. Although the Chinese population in the neighborhood itself is small, it serves as a cultural and symbolic hub for a metropolitan area with almost 100,000 Chinese-American residents. It is also a destination for tourists (including visitors from Asia) and most recently, the home of the new Chinese community cultural center at Gallery Place.

C.2.1 PROJECT AREA INFORMATION

Chinatown is located in downtown, or center city, Washington DC, in the northwest quadrant. To the north, it is bounded by Massachusetts Avenue and K Street; to the south, by G Street; to the east, by 5th Street; and to the west, by 8th Street. Chinatown is almost exactly midway between the Capitol and the White House. It sits on top of one of the few three-line Metro stations in the metropolitan area. It is one block south of the new Convention Center, one block east of the Hines development project on the former convention center site, adjacent to Smithsonian Portrait Gallery and American Folk Art Gallery, adjacent to the Verizon Center, Gallery Place and the new Harmon Center for the Arts. A large percentage of Chinatown is within the Downtown Historic District. Chinatown contains one triangle park (Chinatown Park) within its boundaries and is adjacent to Mt. Vernon Square.

C.2.2 PLANNING CONTEXT

There are several plans, strategies, studies, guidelines, and regulations the consultant should be familiar with in approaching the project, including but not limited to (most are available online):

- DC's Comprehensive Plan
- Center City Action Agenda
- Chinatown Design Guidelines Study
- Mt. Vernon Triangle Action Agenda
- Mt. Vernon Triangle Transportation Study
- Mt. Vernon Square Design Workbook
- Public Realm Design Project
- Downtown Overlay
- Downtown Historic District
- Downtown Streetscape Regulations
- Vending Regulations
- Gallery Place Signage Regulations
- Retail Action Strategy (draft)

C.2.3 AREA DEVELOPMENT CONTEXT

There are several developments underway that are within close proximity to the study area and should be incorporated into the Strategy development. The developments include:

- Akridge Development – Gallery Place (completed in '05)
- Akridge Development – SE corner of 7th and I Street (completed in '06)
- Trammel Crow – 6th and H Street (completed in '07)
- Akridge Development – 6th south of H Street (under construction)
- Riverdale International – 7th and H Streets (Phase 1) (approved but not started)
- Gould Property Company – 600 Massachusetts Ave and along I Street (approved but not started)

- Riverdale International – 625 H Street (not approved)
- Hines development – former Convention Center site, 9th and I Streets, N.W. (not started)

C.2.4 CLIENT INFORMATION

The client group for the project is the DC Office of Planning. The OAPIA, DMPED, other District agencies and community stakeholders, as appropriate will also be included as key advisors. The final documents will be made publicly-available, and should be written for a variety of stakeholders – including business owners, public officials, developers, residents, and community groups, among others.

The Office of Planning will administer the consultant contract as well as review the day-to-day activities of the consultant.

C.3 GENERAL REQUIREMENTS

- C.3.1 The consultant team shall provide expertise in planning, placemaking and urban design, cultural development and marketing. The consultant team shall also understand and incorporate the information and strategies from the retail analysis being completed under the District’s Retail Action Strategy. The consultant team shall have relative experience in cultural/niche market development in comparable neighborhoods. The consultant team shall offer best practice knowledge from other studies that it has conducted, particularly in terms of urban best practices for cultural destination development.
- C.3.2 The consultant team shall achieve the following primary goals:
- C.3.2.1 Establish clearly defined and easily understood cultural asset inventory with descriptive annotations of the assets;
- C.3.2.2 Develop evaluation criteria and a methodology for asset benefit analysis;
- C.3.2.3 Develop neighborhood profile that details Chinatown’s cultural and economic assets ;
- C.3.2.4 Identify cultural destination development strengths, weaknesses, opportunities and threats;
- C.3.2.5 Conduct analysis of barriers to successful destination and identity development;
- C.3.2.6 Review and extract knowledge from relevant plans and studies;
- C.3.2.7 Review and understand the range of capital improvements, current development information, and development pipeline data;
- C.3.2.8 Offer innovative thinking and an outside perspective in order to address Chinatown’s challenges and opportunities;
- C.3.2.9 Draw on cutting-edge best practices of cultural destination success stories in analysis and recommendations, including sustaining local/independent businesses;

- C.3.2.10 Guide stakeholders to an understanding of best practices and strategies; and
- C.3.2.11 Incorporate extensive knowledge of urban planning and destination development in translating expressed goals into specific implementation strategies and performance metrics.
- C.3.3 The consultant team shall provide management of the consultant team's overall schedule and shall ensure that work is completed in a timely manner and to the highest quality standards. The consultant shall monitor the performance of its staff, review work for technical accuracy and completeness, and ensure that deliverables are completed on time and within budget. The consultant shall advise OP on consultant team process, timeline, and staffing issues. The consultant shall keep OP apprised of ongoing work via weekly conference calls and monthly progress reports.
- C.3.4 The consultant shall participate in at least four (4) public stakeholder meetings with the Chinatown Cultural Development Strategy (CCDS) Project Team, led by OP and including representatives from OAPIA, and the Deputy Mayor for Planning and Economic Development (DMPED). The consultant shall also participate in bi-weekly conference calls with OP. OP will take responsibility for transmitting information as needed from the CCDS Project Team to the consultant.
- C.3.5 The consultant shall also interface with a series of subject working groups, established by OP and OAPIA, and comprised of public and private stakeholder representatives. The consultant shall support and participate in up to four (4) meetings with the working groups. The consultant team duties for the meetings include taking care of the logistics of the meetings, such as agenda creation, meeting notes, meeting summaries, minutes, as well as providing expertise during the meetings.
- C.3.6 The consultant shall attend and participate in a kick-off symposium. The event will feature a panel of experts in an engaging discussion on Cultural Development, Placemaking and Chinatown / Niche Markets, before a broad stakeholder audience.
- C.3.7 The consultant shall submit a final project plan, to the COTR within 10 days after contract award, outlining the activities, timelines and milestones to complete the specific tasks and deliverables listed in Section C.4 below.

C.4 SPECIFIC TASKS AND DELIVERABLES

- C.4.1 The consultant shall ensure that ideas, concepts, and deliverables for the Cultural Development Strategy interface with the Comprehensive Plan and Center City Action Agenda. There are also a number of District plans with relative significance such as the Downtown Action Agenda, Chinatown Design Guidelines Study, Mt. Vernon Triangle Action Strategy and Public Realm Design Book, as well as programs such as ReStore DC, Main Streets, Great Streets and the Downtown Business Improvement District (DBID). Additionally the consultant shall be familiar with design regulations and processes that include the Downtown Overlay, Downtown Historic District, Downtown Streetscape Regulations, Vending Regulations, Title 10 Chapter 24 of the DMCR (District Municipal Code Regulations), as well as other zoning and design guidelines and requirements. The consultant shall take these initiatives, programs, regulations and guidelines into account as

it conducts analysis and develops recommendations for the Strategy (CCDS). OP will work closely with the consultant to assist in this coordination.

C.4.2 The consultant shall ensure that deliverables due at the end of each task are constructed in clear and concise narrative formats, and PowerPoint presentations, as appropriate. OP will provide feedback on draft deliverables at each milestone of project completion. The consultant shall ensure that OP feedback is incorporated to generate final deliverables completed at the end of each task.

C.4.3 The consultant team shall complete the following tasks:

C.4.3.1 **TASK 1 – Existing Conditions Analysis & Chinatown Profile**

- a) The consultant shall conduct a detailed assessment of Chinatown’s existing conditions. The inventory will catalogue and describe all of Chinatown’s cultural assets, including; residents, businesses, institutions, brief history, building stock, transportation, community organizations, cultural programs, cultural services, and cultural events. The inventory and descriptions should produce a comprehensive snapshot of the neighborhood’s cultural amenities and assets, and provide a basis for developing strategies in Task 5.
- b) The consultant shall include in the profile narrative, tables, diagrams, maps and images where appropriate. It should be formatted to allow annual updates and provide a clear, easily understood summary of Chinatown and the neighborhood’s cultural assets. The descriptions should be engaging colorful, positive statements for the benefits and contributions each make to Chinatown as a destination. Further, the profile should be complimented by a well designed map that graphically displays the assets and amenities. The map should be designed for use as a marketing tool, appropriate for stand alone display and use. The profile will be largely informed by information and data collected concurrently with Task 2.
- c) The consultant shall submit the following deliverables for Task 1 to the COTR in accordance with the final project plan:
 1. Illustrative maps, diagrams, charts
 2. Chinatown Profile and Map
 3. Existing Conditions Report

C.4.3.2 **TASK 2 – Cultural Economic Development Analysis**

The Chinatown market area is undergoing transition. New national retailers, franchises, offices and market-rate housing have made their way into Chinatown over the past few years, evolving the marketplace and adding activity, but also placing upward pressure on rents and land costs. Many small, minority-owned businesses are struggling to keep pace with these rising costs, and there has been a reduction in the number of Chinese businesses operating in the area.

- a) The consultant shall include in the retail and cultural asset submarket analyses: destination retail, neighborhood serving retail, non-retail “cultural” businesses, and

“cultural” services, events and festivals. Further, the consultant, as part of its Chinatown market analysis, shall examine the regional context for Chinese / Asian cultural business and event opportunities, looking not only within DC, but at the larger Washington marketplace for immigrant gateways and dense population clusters of Asian residents. The market analysis should strengthen Chinatown as a "Niche Market" and develop strategies that help ensure viability for small existing businesses and increase new market opportunities. The consultant shall take into account, in its analysis, the Retail Action Strategy findings at the citywide and local levels, including the downtown / central business district.

- b) The consultant shall also look at the distribution, type (market and affordable), and amount of housing in Chinatown and the surrounding context that includes major developments such as the Hines project at the old convention center site, Mount Vernon Triangle, Northwest One, and Penn Quarter among others.
- c) This information, supplemented by additional market data identified by the consulting team, will be used by the consultant to develop 5 and 10-year forecasts of consumer spending, including resident-based sales, employee-based sales and visitor-based sales at the regional and submarket level as data is available. These projections will also factor into revised/updated conclusions about assumed spending power and assumptions about sales leakage outside the neighborhood and the District.
- d) The consultant Team shall conduct a detailed market and cultural asset analysis for Chinatown as defined collaboratively by the consultant team and OP. The consultant shall use the market analysis to inform the strengths, weaknesses, opportunities and threats (SWOT) analysis and overall strategy development, and include the following:
 - 1. Existing and projected retail and cultural asset demand, by category, as appropriate
 - 2. Existing and projected retail and cultural asset supply by category, as appropriate
 - 3. Supportable existing and future retail and cultural asset by square footage and category, as appropriate
 - 4. Surplus and leakage analysis, both in terms of spending dollars, category (as appropriate) and in terms of square footage
 - 5. Submarket development targets by square footage, location and retail category (as appropriate)
 - 6. A regional perspective examining Chinese / Asian cultural asset development opportunities and niche market opportunities
 - 7. Identify opportunities to provide services and goods to bus tour travelers, as well as visitors to the Mall and convention goers
- e) In conducting its analysis, the consultant shall:
 - 1. Define the market and the appropriate analytical methodologies
 - 2. Develop an understanding of the consumer characteristics in the market (e.g., demographic/psychographic profile)

3. Perform competition/demand/initial strengths, weaknesses, opportunities and threats (SWOT) analyses for the market, to better understand the retail and cultural asset landscape, plus future opportunities for creating an enhanced destination
 4. Define commercial cores and boundaries (based on neighborhood identity, competitive context and planned redevelopment) within the selected market; this analysis will be used to devise development/merchandising strategies
 5. Work with local brokers to test theories/principles previously derived and to confirm the reality of assumptions, conclusions and recommendations
- f) The consultant may include, in the CCDS, recommendations on the following elements for the Chinatown submarket:
1. Role and Theme (for example, local-serving retail/cultural uses with some entertainment that attracts shoppers and visitors from specific neighborhoods)
 2. Size (for example, in square foot) and composition of retail and cultural opportunities (for example a mix of local specialty retail, eating and drinking uses)
 3. Location and format (for example, ground floor retail/cultural use concentrated along specific avenues/intersections where access to public transit is good)
 4. Tenant mix (for example, proportion of local/independent retailers to national/brand tenants, and whether there is an anchor store or use)
 5. Merchandising mix (for example, the recommended goods and services to be offered)
 6. Cultural Asset mix
 7. Supporting improvements (for example, access and loading requirements, streetscape enhancements)
- g) The consultant shall submit the following deliverables for Task 2 to the COTR in accordance with the final project plan:
1. Definition of market boundaries, within the District and regional context
 2. Refined Chinatown retail and cultural asset inventory
 3. Detailed market and cultural asset analyses, that includes a write-up of methodology, outputs, and limitations to the analysis, and models/spreadsheets, as appropriate
 4. Retail and cultural asset development strategies and recommendations
- h) The Office of Planning will:
1. Work closely with consultant team consultant team via collaborative working sessions
 2. Review consultant work internally and provide feedback to the consultant team to be incorporated into final deliverables

C.4.3.3 TASK 3 – Strengths, Weaknesses, Opportunities and Threats + Case Studies

- a) The consultant shall conduct a SWOT analysis to identify the key strengths, weakness, opportunities and threats to cultural development in Chinatown, particularly with regards to Chinese / Asian businesses, programs, services and events. The consultant shall include, in the SWOT analysis, an assessment of Chinatown’s regional positioning and strength, an assessment of DC and regional cultural destination competition, and challenges of cultural destination development in Chinatown; examine existing and potential resources for strategy implementation including, organizational capacity, government programs, and public private partnerships; Chinatown’s recent marketing and branding efforts; and incorporation of findings from case studies.
- b) The consultant shall further explore one particular opportunity - the potential for an enhanced international presence from China, Asia, and possibly other countries. This research should highlight successful international projects, programs and networks that offer economic opportunities and cultural benefits for DC’s Chinatown, and drawing upon the findings in Task 2, further examine the basic economic and market considerations for making such opportunities real in DC. Examples might include Sister City relationships, events like the Olympics, or perhaps a mixed use “international cultural or business center.”
- c) The consultant shall develop case studies that identify relevant examples of destination development success in urban Chinatowns and other niche markets, as well as lessons learned in cultural programming, services and events coordination and promotion. In developing the case studies, the consultant shall research and interview thriving Chinatown associations, Chinese / Asian businesses and organizations operating in Chinatowns or niche markets, and other Chinatown stakeholders. The format of the case studies will be developed in consultation with OP. Each study will consist of no fewer than three cases, with no fewer than two pages of narrative. The consultant shall complete the following case study series:
 1. Successful cultural destination development in Chinatowns and/or niche markets
 2. Successful marketing and promotional campaigns of cultural events, programs and services
 3. Local, small Chinese / Asian business successes and challenges/failures
 4. Unique issues and needs of niche market businesses and organizations within the District’s Chinatown and the Washington region
 5. Successful niche market development, financing and funding strategies
 6. Local-international economic development opportunities “enhanced international presence”
- d) The consultant shall submit the following Deliverables for Task 3 to the COTR in accordance with the final project plan:
 1. SWOT Analysis Report
 2. Case Studies Report

3. Summarize the research and findings from Task 1 -3 in a briefing booklet and PowerPoint for public presentation

C.4.3.4 **TASK 4 – Placemaking / Urban Design Framework**

Washington DC's Chinatown neighborhood has grown smaller over time. The Chinese character reflected through urban design has also become concentrated, turning a limited Chinese ambiance over a larger area into a more visible character within smaller geographic area. The scattered Chinese restaurants and businesses in Chinatown are housed in both historic and non-historic buildings to which various Chinese / Asian design elements have been applied.

- a) The consultant shall develop a urban design framework that identifies conceptual strategies and guidelines so that future development and redevelopment forms an authentic physical identity that connects historic and contemporary Chinese / Asian design with today's Chinatown.
- b) The consultant shall design a framework that supports destination development and placemaking for Chinatown, linking its physical and perceptual identity to Chinatown's less tangible assets. The unique festivals, colorful celebrations, and dynamic arts provide significant opportunity to create place. The consultant shall articulate, in the framework, the values, principles and goals for the character that DC's Chinatown conveys, solutions that situate Chinatown in regional, even national, destination conversations, and a link of Chinatown's cultural programming and events with its physical design to better articulate Chinese / Asian architecture and public realm design.
- c) The consultant team shall determine project goals centered on the principles of placemaking in Chinatown. The Goals should provide as a minimum the following urban design elements in placemaking design considerations:
 1. Walkability
 2. Street furniture
 3. Sidewalk Vending
 4. Signage
 5. Architecture
 6. Street Performers
 7. Public Art
 8. Alleyways
 9. Facade treatment
 10. Meeting spaces
 11. Focal points
 12. Architectural variety
 13. Street Corners
 14. Gateways
 15. Parks and Open Space

- d) The consultant shall develop graphics that illustrate how to create a “place” that is more livable, retains and attracts citizens, commercial enterprise, and tourism, including: goals, policies and evaluation attributes.
- e) The consultant shall submit the following Deliverables for Task 4 to the COTR in accordance with the final project plan:
 1. Present placemaking goals, concepts and illustrations for Chinatown.
 2. Recommend any regulatory changes including changes to the Downtown Streetscape Regulations that reinforce placemaking principles and goals.
 3. Identify specific locations and retail opportunities for sidewalk and roadway vending that responds to placemaking goals.
 4. Identify outdoor locations for special events and recommend a variety of programs that will attract large, medium, and small crowds.
 5. Establish a framework for the public realm that includes a street hierarchy with desired visual character and complimentary uses. (i.e. Restaurants in Eye Street? Outdoor dining and public art in alleys?)
 6. Create a placemaking visual that includes priority locations for vending, special events, and a public realm framework.
 7. Prepare a draft placemaking / urban design memo that summarize existing guidelines, the image of Chinatown today, and recommended actions.
- f) The Office of Planning will:
 1. Work closely with consultant team via collaborative working sessions
 2. Review placemaking concepts and provide direction on which aspects to further develop.
 3. Review consultant work internally and provide feedback to the consultant team to be incorporated into final deliverables

C.4.3.5 **TASK 5 – Draft Strategy Recommendations**

- a) The consultant shall analyze and incorporate information obtained from all tasks, as well as, knowledge of best practices in preparing a draft Chinatown Cultural Development Strategy. While not yet arriving at a final strategy, the draft should provide an opportunity for the consultant to collaborate with OP, OAPIA and the subject working groups in order to arrive at a set of preferred ideas, achievable goals, and realistic implementation concepts that can be later transformed into a final product in Task 6. The Draft will be presented at a public meeting for feedback.
- b) Over the course of Tasks 1-5, prevailing themes, issues, concerns, opportunities and ideas will emerge. The consultant shall use input from working group meetings, as well as the market and cultural asset analysis, and be expected to draw on all aspects of the research and input gained during the study in formulating a draft recommendations and implementation strategy. The strategies should support destination development and placemaking for Chinatown, linking its physical and perceptual identity to Chinatown’s more and less tangible assets. The distinctive

festivals, unique businesses, colorful celebrations, architecture, public spaces, and dynamic arts provide significant opportunity to create place and economic value.

- c) The consultant shall also develop strategies that guide public and private stakeholders understanding of the assets and tools available to reposition Chinatown as the region's top destination for Chinese / Asian cultural programs, services, events and festivals. Placemaking for Chinatown should reflect community values and foster creativity, history, culture, communication, art and identity. Marketing Chinatown's assets and 'place' will be a key component of the overall strategy.
- d) The consultant team shall develop strategies to include, but not limited to, recommendations on the following elements:
 - 1. Cultural Asset and Market Development
 - 2. Placemaking and Urban Design
 - 3. Programming, Services and Events Coordination
 - 4. Branding, Marketing and Promotion
 - 5. Partnerships and Funding
 - 6. Implementation
- e) The consultant team shall summarize the research and findings from Tasks 1 - 5 in a PowerPoint presentation.

In order to communicate its initial findings, conceptual and preferred options and recommendations, the consultant may employ any of the following tools:

 - 1. Market Analyses
 - 2. Case Study/Best Practices Analyses
 - 3. Business Models
 - 4. Illustrative diagrams
 - 5. Detailed street sections
 - 6. Elevations
 - 7. Maps
 - 8. Perspective sketches
 - 9. Vignettes
 - 10. Computer-aided graphics
 - 11. Charts and matrices
 - 12. Photography
- f) The consultant shall submit the following Deliverables for Task 5 to the COTR in accordance with the final project plan:
 - 1. Draft Chinatown Cultural Development Strategies
 - 2. Summary of the research and findings from Tasks 1 - 5 in a PowerPoint for public presentation

C.4.3.6 TASK 6 – Final Recommendations and Implementation Strategy

- a) The consultant shall develop a strategy to guide public and private stakeholders understanding of the assets and tools available to reposition Chinatown as the region's top destination for Chinese / Asian cultural programs, services, events and festivals. The recommendations and implementation strategies should be measurable, ambitious and timely.
- b) The consultant team shall develop a final report that captures the positive vision needed to reposition and sustain Chinatown as a great destination, and ensures that the ideas listed below are incorporated into the Final Recommendations and Implementation Strategy.
 1. Cultural Asset and Market Development
 2. Placemaking and Urban Design
 3. Programming, Services, Events and Festivals Coordination
 4. Branding, Marketing and Promotion
 5. Partnerships and Funding
 6. Implementation
- c) The consultant shall submit the following deliverables for Task 6 to the COTR in accordance with the final project plan:
 1. Final Chinatown Cultural Development Strategy (in electronic and editable format) shall include the following:
 - a. Final Recommendations and Implementation Strategy
 - b. Final Executive Summary
 - c. Final Chinatown Profile
 - d. Final SWOT analysis
 - e. Final Placemaking / Urban Design Memo
 - f. Prioritized Action Steps
 - g. Final Performance Measures
 - h. Ten (10) bound color copies
 - i. Two (2) electronic copies
 2. All supporting research, data, analysis, diagrams and drawings produced as part of this project

C.4.3.7 TASK 7 – Meetings & Public Outreach

- a) The consultant shall participate in at least four (4) public stakeholder meetings with the Chinatown Cultural Development Strategy (CCDS) Project Team, led by OP and including representatives from OAPIA, and the Deputy Mayor for Planning and Economic Development (DMPED). The consultant shall also participate in bi-weekly conference calls with OP. OP will take responsibility for transmitting information as needed from the CCDS Project Team to the consultant.

- b) The consultant shall also interface with a series of subject working groups, established by OP and OAPIA, and comprised of public and private stakeholder representatives. The consultant shall participate in up to two meetings with each of the three subject working groups, for a total of six (6) meetings. Participation does NOT include meeting logistics such as agenda setting, minutes taking, invites, or venue finding. Participation DOES include presenting draft and final delivery items for review and discussion.
- c) The consultant team shall:
 - 1. Provide support materials and assistance as appropriate, attend meetings, make presentations, stimulate and contribute to discussion, answer questions as appropriate, and conduct follow-up.
 - 2. Ensure that meetings accomplish the project objectives. Nonessential team members need not attend these meetings, but are expected to read meeting minutes and other documents that emerge from these meetings.
- d) The consultant shall submit the following deliverables for Task 7 to the COTR in accordance with the final project plan:
 - 1. Subject working group attendance (6 meetings)
 - 2. Public meeting attendance (4)
 - 3. Public information documents

C.5 PROJECT SCHEDULE

The study is expected to begin in March 2008, and should be completed within a nine-month period.

SECTION D: PACKAGING AND MARKING

Not Applicable

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

The term of the contract shall be for nine (9) months from 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.3.7	Final Project Plan	1	Hard Copy, electronic/e-mail	10 days after contract award	COTR
0001	Task 1 – Illustrative maps, diagrams, charts, etc.; Chinatown profile and map; Existing conditions report	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0002	Task 2 – Definition of market boundaries, with the District and regional context	1	Electronic/ email and hard copies	See Final Project Plan	COTR
0002	Task 2 – Refined Chinatown retail and cultural asset inventory	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0002	Task 2 – Detailed market and cultural asset analyses	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0002	Task 2 – Retail and cultural asset development strategies and recommendations	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0003	Task 3 – SWOT Analysis Report	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0003	Task 3 – Case Studies Report	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0003	Task 3 – Summary of research and findings from Tasks 1-3 in briefing booklet and PowerPoint presentation for public	5	5 hard copies of booklet, plus electronic/email of both	See Final Project Plan	COTR

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
0004	Task 4 – Report on placemaking goals, concepts, and illustrations; Regulatory changes recommendations; Retail opportunities recommendations; Special event/outdoor locations/programmatic event recommendations; Framework for public realm; and Placemaking visual (to include locations for vending, etc.)	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0004	Task 4 – Draft placemaking/urban design memo summarizing existing guidelines, the image of Chinatown today, and recommended actions	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0005	Task 5 – Draft Chinatown Cultural Development Plan	1	Hard copy, plus electronic/ email	See Final Project Plan	COTR
0005	Task 5 – Summary of research and findings from Tasks 1-5 in a briefing booklet PowerPoint presentation for public	5	5 hard copies of booklet, plus electronic/email of both	See Final Project Plan	COTR
0006	Task 6 – Final Chinatown Cultural Development Strategy	10	10 bound color hard copies of final document, plus electronic/email	See Final Project Plan	COTR
0006	Task 6 – Copies of supporting research, data, analysis, diagrams, and drawings	1	Electronic/email	See Final Project Plan	COTR
0007	Task 7 – Attend working group sessions (estimate: 6 meetings)	6	Attendance	See Final Project Plan	COTR
0007	Task 7 – Attend public meetings (estimate: 4 meetings)	4	Attendance	See Final Project Plan	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. The District may not make final payment to Contractor if the Contractor does not submit the report as part of the deliverables.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Edward Giefer
Address: Office of Planning
 801 N Capitol St NE #4000
 Washington DC 20002
Telephone: (202) 442-7629

- 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 as of 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.5.5.

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

G.4 PAYMENT

G.4.1 The District will pay the Contractor in accordance with the approved payment schedule.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

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

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

Gena Johnson
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-5194

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

Mr. Zach Dobelbower
Ward 2 City Planner
Office of Planning
801 North Capital Street, NE
Suite 4000
Washington, DC 20002
Telephone: 202-442-7631

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision # 4, dated 07/05/07, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor

pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.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.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.5.5 With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 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.5.6.

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

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

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

H.6 PROTECTION OF PROPERTY:

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 *et seq.*

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 *et seq.*

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 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.

H.9.2 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.

H.9.3 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.

H.9.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 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 shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.9.6 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.

H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid 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.

H.9.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) **Commercial General Liability Insurance:** \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) **Automobile Liability Insurance:** \$1,000,000 per occurrence combined single limit.
- (c) **Worker's Compensation Insurance:** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) **Umbrella/ Excess Liability Insurance,** \$5,000,000 limits per occurrence.
- (e) **Professional Liability Insurance,** \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 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.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF ATTACHMENTS**J.1 ATTACHMENT**

J.1.1 Wage Determination No. 2005-2103, Rev. 4, dated July, 5, 2007

J.1.2 Living Wage Act Fact Sheet

J.1.3 The Living Wage Act of 2006 – Draft Notice

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.*)

J.2.1 CBE Certification Package

J.2.2 E.E.O. Information and Mayor’s Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

- _____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.
- _____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.
- _____
- _____

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
 - 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 CONTRACT AWARD****L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.: **DCBD-2008-R-0003 – Consultant Team for Chinatown Cultural Development Strategy**".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.1 Technical Proposals shall be organized and presented in the following seven (7) separate sections:

- Section 1 – Project approach
- Section 2 – Team Structure and organization
- Section 3 – Draft Project Schedule
- Section 4 – Statement of potentially conflicting contracts or engagements
- Section 5 – List of Clients for similar urban planning services
- Section 6 – Sample of work
- Section 7 – Attachments

- L.2.1.1 Section 1 - Project approach** - a concise narrative which outlines the technical approach and methodology for each task, the order, and the projected timeframe for completion of each task described in the scope of work. The offeror shall describe any creative or innovative ways in which it proposes to approach the project.
- L.2.1.2 Section 2 - Team Structure and organization:** – identification of project team and their roles, resumes of key personnel demonstrating qualifications and relevant experience, percentage of time to be spent on this project.
- L.2.1.3 Section 3- Draft Project Schedule**
- L.2.1.4 Section 4 - Statement of potentially conflicting contracts or engagements**
- L.2.1.5 Section 5 – List of Clients for similar urban planning services** - List of clients for whom the offeror has provided similar urban planning services, particularly involving Chinese/Asian communities, including a brief narrative of services performed, contact name/title/phone number/email address.
- L.2.1.6 Section 6 - Sample work product** - Sample of work product illustrating the offeror’s experience in providing placemaking and urban design, cultural development and marketing’s
- L.2.1.7 Section 7- Attachments:** The Offeror shall provide in this section the following documents and pertinent information:
- A. Solicitation, Offer and Award form;
 - B. Attachments J.2.1, J.2.2, J.2.3, J.2.4, and J.2.5 of this solicitation;
 - C. Representations and Certifications and other statements of the Offeror in Section K shall be completed and signed;
- L.2.2 Price Proposal** - The information requested in this section shall facilitate evaluation of the Offeror’s Price Proposal in response to Section B. The Offeror’s price proposal will be evaluated separately from the Technical Proposal. The offeror shall include in its price proposal the following:
- a) Complete Price Schedule (Section B) showing the total proposed price for project inclusive of all costs and price breakdown by task
 - b) A detailed breakdown of hours, and hourly rates for each category of personnel proposed to work on the project by related task.
 - c) A proposed payment schedule

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than Wednesday, *February 27, 2008 by 2:00 PM (EST) as specified in Section A.9.* Proposals, modifications to proposals, 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 proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal 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, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, 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 proposal, modification or request for 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 proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **15** days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, **441 4th Street, NW, Suite 700S, Washington, DC**, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror 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 at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals 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 for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers 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.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Gena Johnson
Contracting Officer
441 4th Street, NW, Suite 700S
Washington, DC 20001
(202) 724-5194/gena.johnson@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror 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, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror 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 offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror 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.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 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.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 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.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 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 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION CRITERIA**M.3.1 TECHNICAL CRITERIA (85 Points)**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

A. Technical Approach (Max 45 Points)

The offeror shall provide a technical approach and methodology that demonstrates the offeror's understanding of the requirements, ability to perform the required services within the project timeline, expertise in urban planning services. The offeror shall propose creative or innovative approaches to completion of the project. The offeror shall present an acceptable project plan to complete the required services.

B. Qualifications and Experience of Firm (Max 40 Points)

The offeror shall demonstrate the professional qualifications and experience of Key Personnel to be assigned to this project. The offeror shall demonstrate its knowledge and expertise in placemaking and urban design, cultural development and marketing. The offeror shall demonstrate its experience in developing similar planning documents as contemplated under this solicitation, particularly for Chinese/Asian communities. The offeror shall satisfactorily provide similar services, particularly involving Chinese/Asian communities.

M.3.2 PRICE CRITERIA (15 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 15 \text{ points} = \text{Evaluated price score}$$

M.3.3 PREFERENCE (12 Points)**M.3.4 TOTAL (112 Points)****M.4 Preferences for Local Businesses, Disadvantaged Businesses, Resident-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 Enterprise 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.4.1 General Preferences

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

- M.4.1.1 Three percent reduction in the bid price or the addition of three points on a 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.4.1.2 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.5 Two percent reduction in the bid price or the addition of two points on a 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.4.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.4.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.4.2.1 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 points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five points on a 100-

point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

- M.4.2.3 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 IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.4.2.4 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 IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.4.2.5 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 IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.4.2.6 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 IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.4.3 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 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.4.4 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 which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.4.5 Vendor Submission for Preferences

- M.4.5.1 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 preference being sought:

- M.4.5.1.1 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.4.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.
- M.4.5.2 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: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001
- M.4.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.5 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.5.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.5.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

J.1.1

Wage Determination No. 2005-2103, Rev. 4, dated July, 5, 2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

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

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 4
Date Of Revision: 07/05/2007

States: District of Columbia, Maryland, Virginia

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

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07

01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60
01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60

12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90

23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.46
23465 - Laboratory/Shelter Mechanic	20.36
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.46
23592 - Metrology Technician II	22.61
23593 - Metrology Technician III	23.72
23640 - Millwright	23.30
23710 - Office Appliance Repairer	21.00
23760 - Painter, Maintenance	20.36
23790 - Pipefitter, Maintenance	22.76
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.46
23850 - Rigger	21.46
23870 - Scale Mechanic	19.18
23890 - Sheet-Metal Worker, Maintenance	21.46
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	25.22
23932 - Telecommunications Mechanic II	26.58
23950 - Telephone Lineman	24.43
23960 - Welder, Combination, Maintenance	21.46
23965 - Well Driller	21.46
23970 - Woodcraft Worker	21.46
23980 - Woodworker	16.50
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	9.58
24620 - Family Readiness And Support Services Coordinator	12.95
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.98
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	24.98
25190 - Ventilation Equipment Tender	17.56
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.66
27007 - Baggage Inspector	11.51

27008 - Corrections Officer	19.83
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	17.66
27040 - Detention Officer	19.83
27070 - Firefighter	22.39
27101 - Guard I	11.51
27102 - Guard II	17.66
27131 - Police Officer I	23.94
27132 - Police Officer II	26.60
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	12.35
28042 - Carnival Equipment Repairer	13.30
28043 - Carnival Equipment Worker	8.40
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	16.85
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	20.55
29020 - Hatch Tender	20.55
29030 - Line Handler	20.55
29041 - Stevedore I	19.18
29042 - Stevedore II	21.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	34.71
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.94
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	26.36
30021 - Archeological Technician I	17.06
30022 - Archeological Technician II	19.03
30023 - Archeological Technician III	23.76
30030 - Cartographic Technician	24.85
30040 - Civil Engineering Technician	22.19
30061 - Drafter/CAD Operator I	17.92
30062 - Drafter/CAD Operator II	20.06
30063 - Drafter/CAD Operator III	22.36
30064 - Drafter/CAD Operator IV	27.51
30081 - Engineering Technician I	20.19
30082 - Engineering Technician II	22.67
30083 - Engineering Technician III	25.37
30084 - Engineering Technician IV	31.43
30085 - Engineering Technician V	38.44
30086 - Engineering Technician VI	46.51
30090 - Environmental Technician	21.36
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	26.31
30361 - Paralegal/Legal Assistant I	20.03
30362 - Paralegal/Legal Assistant II	24.82
30363 - Paralegal/Legal Assistant III	30.35
30364 - Paralegal/Legal Assistant IV	36.73
30390 - Photo-Optics Technician	24.85
30461 - Technical Writer I	20.69
30462 - Technical Writer II	25.30
30463 - Technical Writer III	30.61
30491 - Unexploded Ordnance (UXO) Technician I	22.06
30492 - Unexploded Ordnance (UXO) Technician II	26.69
30493 - Unexploded Ordnance (UXO) Technician III	31.99

30494 - Unexploded (UXO) Safety Escort	22.06
30495 - Unexploded (UXO) Sweep Personnel	22.06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.14
30621 - Weather Observer, Senior (2)	23.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.99
31030 - Bus Driver	17.54
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.06
31290 - Shuttle Bus Driver	13.89
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	13.89
31362 - Truckdriver, Medium	17.09
31363 - Truckdriver, Heavy	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	10.45
99095 - Embalmer	21.77
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	10.85
99310 - Mortician	27.25
99410 - Pest Controller	14.54
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	15.73
99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of

contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized 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.1.2

Living Wage Act Fact Sheet



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 generally 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 amount of \$11.75 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 \$11.75 per hour.

"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.

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 established living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
9. Medicaid 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 is not paying at least the living wage you should report it to the Contracting Officer.

If you believe that your employer is not paying you at least the required living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Avenue, N.E., 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 Law or any regulations adopted pursuant to the law.*



Government of the District of Columbia
 Anthony A. Williams, Mayor
 Department of Employment Services
 Gregory P. Irish, Director

Living Wage Act Fact Sheet

J.1.3

The Living Wage Act of 2006 – Draft Notice

“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 **\$11.75 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**