

SOLICITATION, OFFER, AND AWARD			1. Caption: Employee Assistance Program Services		Page of Pages 1 58	
2. Contract Number		3. Solicitation Number DCBE-2009-R-0001	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 March 30, 2009	
				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 64 New York Avenue, NE, Room 6120 Washington, DC 20002			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 <u>5</u> 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 <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 p.m.(EST)</u> local time <u>April 29, 2009</u> (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 Jeanne Sheridan		B. Telephone 202 671 4466		C. E-mail Address jeanne.sheridan@dc.gov	
11. Table of Contents						
(X)	Section	Description	Page No.	(X)	Section	Description
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses
X	B	Supplies or Services and Price/Cost	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	Specifications/Work Statement	8-11	X	J	List of Attachments
x	D	Packaging and Marking	12	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	Inspection and Acceptance	13			
X	F	Deliveries or Performance	14-15	X	K	Representations, certifications and other statements of offerors
X	G	Contract Administration Data	16-20	X	L	Instructions, conditions & notices to offerors
X	H	Special Contract Requirements	21-29	X	M	Evaluation factors for award
OFFER						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> 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 <input checked="" type="checkbox"/> 10 Calendar days % <input type="checkbox"/> 20 Calendar days % <input type="checkbox"/> 30 Calendar days % <input type="checkbox"/> _____ Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
(Area Code)	(Number)	(Ext)				
AWARD (TO BE COMPLETED BY GOVERNMENT)						
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date
 Government of the District of Columbia			Office of Contracting & Procurement			

SECTION B**SUPPLIES OR SERVICES AND PRICE/COST**

- B.1** The District of Columbia Government, Office of Contracting and Procurement, on behalf of the District of Columbia Department of Human Resources (DCHR) is seeking the services of a Contractor to administer an Employee Assistance Program (EAP) in accordance with Section C – Statement of Work.
- B.2** The District contemplates award of a requirements type contract based on fixed unit prices. The quantities shown below represent the District's best estimate of the requirements of Section C based upon the current population. The optional services will be requested when the District determines there is sufficient need.

B.2.1 REQUIREMENTS

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.5. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after June 30, 2015.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

<u>CLIN</u>	<u>Supplies or Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
0001	EMPLOYEE ASSISTANCE PROGRAM SERVICES, consisting of the following:	12	MO	\$ _____	\$ _____
000101	<i>Assessment, Counseling and Referral Services</i> to include: Crisis Prevention and Management Follow-up; 24 hour Answering Services And On-call Services to approximately 20,000 District Government Employees	3,000	HRS		
000102	<i>Communication</i> Brochures Posters Participant Guides Other EAP related materials Training Materials	30,000 300 2,500 25,000 70	EA EA EA EA EA		
000103	<i>Training Sessions</i> for Coordinators Management and Union Trainers	5 7 6	EA EA EA		
0002	OPTIONAL SERVICES	<u>Est. Qty.</u>	<u>Per Session</u>	<u>Total Amount</u>	
0002AA	Wellness Services (e.g., Stress Management)	10	\$ _____	\$ _____	
0002AB	Self-Help Groups (e.g., Overeaters, Gamblers)	10	\$ _____	\$ _____	
0002AC	Substance Abuse Assessment/Follow-up (Per Person)	100	\$ _____	\$ _____	

B.3.2 OPTION YEAR ONE (1)

<u>CLIN</u>	<u>Supplies or Service</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1001	EMPLOYEE ASSISTANCE PROGRAM SERVICES for Option Year One (1), consisting of the following:	12	MO	\$ _____	\$ _____
100101	<i>Assessment, Counseling and Referral Services</i> to include: Crisis Prevention and Management Follow-up; 24 hour Answering Services And On-call Services to approximately 20,000 District Government Employees	4,500	HRS		
100102	<i>Communication</i> Brochures Posters Participant Guides Other EAP related materials Training Materials	5,000 200 2,500 25,000 20	EA EA EA EA EA		
100103	<i>Training Sessions</i> for Coordinators Management and Union Trainers	2 4 3	EA EA EA		
1002	OPTIONAL SERVICES	<u>Est. Qty.</u>		Per Session	Total Amount
1002AA	Wellness Services (e.g. Stress Management)	10		\$ _____	\$ _____
1002AB	Self-Help Groups (e.g. Overeaters, Gamblers)	10		\$ _____	\$ _____
1002AC	Substance Abuse Assessment/Follow-up (Per Person)	100		\$ _____	\$ _____

B.3.3 OPTION YEAR TWO (2)

<u>CLIN</u>	<u>Supplies or Services</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
2001	EMPLOYEE ASSISTANCE PROGRAM SERVICES for Option Year Two (2), consisting of the following:	12	MO	\$ _____	\$ _____
200101	<i>Assessment, Counseling and Referral Services</i> to include: Crisis Prevention and Management Follow-up; 24 hour Answering Services And On-call Services to approximately 20,000 District Government Employees	4,500	HR		
200102	<i>Communication</i> Brochures Posters Participant Guides Other EAP related materials Training Materials	5,000 300 2,500 25,000 70	EA EA EA EA EA		
200103	<i>Training Sessions</i> for Coordinators Management and Union Trainers	5 7 6	EA EA EA		
2002	OPTIONAL SERVICES	<u>Est. Qty.</u>		<u>Per Session</u>	<u>Total Amount</u>
2002AA	Wellness Services (e.g. Stress Management)	10		\$ _____	\$ _____
2002AB	Self-Help Groups (e.g. Overeaters, Gamblers)	10		\$ _____	\$ _____
2002AC	Substance Abuse Assessment/Follow-up (Per Person)	100		\$ _____	\$ _____

B.3.4 OPTION YEAR THREE (3)

<u>CLIN</u>	<u>Supplies or Service</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
3001	EMPLOYEE ASSISTANCE PROGRAM SERVICES for Option Year Three (3), consisting of the following:	12	MO	\$ _____	\$ _____
300101	<i>Assessment, Counseling and Referral Services</i> to include: Crisis Prevention and Management Follow-up; 24 hour Answering Services And On-call Services to approximately 20,000 District Government Employees	4,500	HR		
300102	<i>Communication</i> Brochures Posters Participant Guides Other EAP related materials Training Materials	5,000 200 2,500 25,000 20	EA EA EA EA EA		
300103	<i>Training Sessions</i> for Coordinators Management and Union Trainers	2 4 3	EA EA EA		
3002	OPTIONAL SERVICES	<u>Est. Qty.</u>	Per Session		Total Amount
3002AA	Wellness Services (e.g. Stress Management)	10		\$ _____	\$ _____
3002AB	Self-Help Groups (e.g. Overeaters, Gamblers)	10		\$ _____	\$ _____
3002AC	Substance Abuse Assessment/Follow-up (Per Person)	100		\$ _____	\$ _____

B.3.5 OPTION YEAR FOUR (4)

<u>CLIN</u>	<u>Supplies or Service</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
4001	EMPLOYEE ASSISTANCE PROGRAM SERVICES for Option Year Four (4), consisting of the following:	12	MO	\$ _____	\$ _____
400101	<i>Assessment, Counseling and Referral Services</i> to include: Crisis Prevention and Management Follow-up; 24 hour Answering Services And On-call Services to approximately 20,000 District Government Employees	4,500	HR	_____	_____
400102	<i>Communication</i>				
	Brochures	5,000	EA		
	Posters	200	EA		
	Participant Guides	2,500	EA		
	Other EAP related materials	25,000	EA		
	Training Materials	20	EA		
400103	<i>Training Sessions</i> for				
	Coordinators	2	EA		
	Management and Union	4	EA		
	Trainers	3	EA		
4002	OPTIONAL SERVICES	<u>Qty.</u>	Per Session	Total Amount	
4002AA	Wellness Services (e.g. Stress Management)	10	\$ _____	\$ _____	
4002AB	Self-Help Groups (e.g. Overeaters, Gamblers)	10	\$ _____	\$ _____	
4002AC	Substance Abuse Assessment/Follow-up (Per Person)	100	\$ _____	\$ _____	

SECTION C: DESCRIPTION/SPECIFICATIONS/WORKSTATEMENT**C.1 SCOPE**

The District of Columbia Government, Office of Contracting and Procurement, on behalf of the District of Columbia Department of Human Resources (DCHR) is seeking the services of a Contractor to administer an Employee Assistance Program (EAP) for approximately 20,000 employees. The current rate of utilization is estimated at 5%.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Title
1	DC Personnel Regulations, Chapter 20B, Part I, Section No. 2050 http://dchr.dc.gov/dcop
2	DC Official Code, Title 1, Chapter 6 (Merit Personnel System), Subchapter XX – Safety and Health, Sub Section 1-620.07(3) Health Services

C.2 BACKGROUND

The DCHR has a requirement for a contractor to provide an accessible, efficient and effective EAP to its covered population of approximately 20,000 employees. The purpose of the EAP is to provide assessment, counseling, referral and follow-up services for District Government employees who may be encountering such problems as substance abuse, family/marital problems, financial difficulties, or emotional problems that might adversely affect an employee's overall job performance.

The District wishes to maintain the EAP as a state-of-the-art program designed to assist employees with these issues. The District also desires the ability to provide wellness and self-help programs. The continual provision of this service will enable the District to be in compliance with District personnel law and rules requiring the establishment of the program for its employees.

C.3 REQUIREMENTS

C.3.1 The Contractor shall administer an EAP, including assessment, counseling and referral services to referred District Government employees throughout the Washington Metropolitan Area.

C.3.1.1 The Contractor shall provide the appropriate staff, including but not limited to, psychologists, psychiatrists and licensed social workers in accordance with the D.C. Health Occupations Revisions Act of 1985, as amended, or comparable licensing in the appropriate disciplines in the State in

which they operate and National Association of Drug Abuse Counselor (NAADAC) certified alcoholism counselors to conduct professional consultation, diagnostic and referral services to District government employees, within five working days from the receipt of request for assistance and within 24 hours in emergency situations. The contractor shall have the ability to obtain the services of counselors proficient in foreign languages that may be required on an as needed basis.

- C.3.1.2 The Contractor, where possible, shall identify community and area resources available to provide treatment in the employee's geographic area. The Contractor shall also arrange appointments to provide needed treatment to referred employees, with thorough descriptions of public and private resources, as options for treatment and aid to the employee in understanding the difference between alternate service providers. The Contractor will also explain the treatment modality, costs, waiting lists, eligibility for insurance converge or other third party reimbursement and other pertinent facts.
- C.3.1.3 The Contractor shall maintain confidentiality of records and ensure compliance with the Health Insurance Portability and Accountability Act (HIPAA).
- C.3.1.4 The Contractor shall provide professional staff coverage during weekdays from the hours of 7:30 AM to 8:00 PM weekly and establish provisions for on-call services for emergencies that may occur outside of normal business hours, including weekends and holidays.
- C.3.1.5 The Contractor shall participate in meetings including open enrollment sessions and consultations with various District government agencies, as required.
- C.3.1.6 The Contractor shall assist the District in the development of the EAP promotional campaign and marketing strategies District-wide by providing technical assistance in the development of training programs, including but not limited to posters, brochures on substance abuse, family/marital issues, financial difficulties, stress, wellness and other problems that frequently occur in the work or home environment. All graphic design/promotional materials requested by COTR are due within 30 days of request.
- C.3.1.7 The Contractor shall maintain a website that will provide general information detailing services being provided that can be downloaded from the Contractor's website within 15 days after award.
- C.3.1.8 The Contractor shall develop and provide on-going training and educational sessions on an as needed basis to EAP Coordinators, H.R Advisors, and D.C. Government Managers and provide analysis of training session reports to the COTR quarterly.
- C.3.1.9 The Contractor shall provide communication materials for eligible employees and conduct information sessions during new employee orientation and annual open enrollment periods.
- C.3.1.10 The Contractor shall provide access to services in the Southeast, Southwest, Northwest and Northeast sections of the District of Columbia, Prince George's and Montgomery Counties, Maryland, and the City of Alexandria, Arlington and Fairfax counties in Virginia.

- C.3.1.11 The Contractor shall have a provider credentialing and quality assurance program in place.
- C.3.1.12 The Contractor shall accomplish transition activities according to a detailed transition plan approved by the COTR.
- C.3.1.13 The Contractor shall keep accurate records reflecting the initial and periodic assessments, initial and periodic service plans and the ongoing progress of each EAP Participant and provide to the COTR case status reports quarterly.
- C.3.1.14 The Contractor shall, for confidentiality and security purposes, keep all records in a locked file controlled by appropriate contractor staff, but available for routine District monitoring activities. Disclosure of treatment information by the contractor, and to the contractor by employees of the District, is subject to all the provisions of applicable District and Federal Laws.
- C.3.1.15 The Contractor shall endeavor to utilize local, small, disadvantaged, resident-owned, and vendors located in enterprise zones, for its services and supplies and report to the COTR monthly how much of the contract dollar volume has been subcontracted to LSDBE vendors.
- C.3.1.16 The Contractor shall provide monthly follow-up and utilization report on the Employee Assistance Program to the COTR.
- C.3.1.17 The Contractor shall provide a quarterly activity report on the Employee Assistance Program.
- C.3.1.18 The Contractor shall provide annual summary/final report to the COTR no later than 30 days after end of each contract term.

C.3.2 **Minimum Staffing Requirements**

C.3.2.1 **Psychologists**

The contractor shall recruit and retain a sufficient number of licensed psychologists that would effectively serve the client population, in accordance with appropriate policies, decrees and industry standards for staffing patterns/ratios.

The psychologist shall have the following key responsibilities:

- Comprehensive diagnosis/evaluation of individuals referred for services;
- Participation as a member of a multi-disciplinary team;
- Psychological testing/assessment;
- Consultation liaison with other health care professionals;
- Charting/documentation of services;
- Staff Education In-service;
- Case management services;
- Contract compliance;
- Quality Assurance;
- Policy/procedure development.

Minimum Qualifications - Psychologist licensed in jurisdiction of current practice; experience conducting mental health screenings and evaluations; experience working in a multi-disciplinary team environment; and experience managing mental health services delivery in compliance with applicable industry standards.

C.3.3.2 **Social Worker**

The Contractor shall recruit and retain an experienced qualified social worker that would effectively serve the client population, in accordance with appropriate policies, decrees and industry standards for staffing patterns/ratios.

The Social Worker shall have the following key responsibilities:

Participation as a member of a multidisciplinary treatment team;
Consultation liaison with other healthcare professionals;
Charting/documentation of services; and
Case management.

Minimum Qualifications –Professional social work experience in a public or private social services agency and a master’s degree in social work from an accredited college or university.

C.3.3.3 **Drug and Alcohol Treatment Specialist**

The Contractor shall recruit and retain a Drug and Alcohol Treatment Specialist to effectively serve the client population, in accordance with appropriate policies, decrees and industry standards for staffing patterns/ratios.

Key responsibilities:

Participation as a member of a multidisciplinary treatment team;
Consultation liaison with other healthcare professionals;
Charting/documentation of services;
Staff Education In-service; and
Case management.

Minimum Qualifications – Bachelor’s degree in either chemical dependency, sociology, social welfare, psychology or related field.

SECTION D: PACKAGING AND MARKING

This section is 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 a period of one (1) year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 DELIVERABLES for Base Year and Option Years 1 through 4

(All Deliverables shall be delivered to the COTR specified in Section G.7)

CLIN	Deliverable	Quantity	Format	Due Date
C.3.1.6	EAP Informational Pamphlets	TBD	Graphic Design/Promotional Materials	Within 30 days of request
C.3.1.16	Follow-up and utilization report	One	One hard copy and one electronic copy to COTR	Monthly
C.3.1.7	Website	One	HTML Internet Standard	Within 15 Days after award
C.1.13	Case studies and status reports	One	Microsoft Word	Quarterly
C.3.1.8	Analysis of training session reports	One	Microsoft Word	Quarterly
C.3.1.17	Quarterly Activity Reports	One	Microsoft Word	Quarterly
C.3.1.18	Annual Summary/Final Report	One	Microsoft Word	30 days after end of each contract year
C.3.1.15	LSDBE Vendor Report	One	Microsoft Word	Monthly

- F.4.1 Any reports that are required pursuant to Section H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the Contractor shall not be paid.

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: Mr. George Thomas
Agency Fiscal Officer

Address: Department of Human Resources
441 4th Street, NW, Suite 890N
Washington, DC 20001

Telephone: 202-442-9700

- 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 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each stage of work in accordance with the prices stated in the Schedule in Section B."

G.5 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

G.6.1 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.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.6.3 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.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 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.7.1.2 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.8.2 Payments to Subcontractors

G.8.2.1 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.8.2.2 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.8.2.3 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.8.2.4 A dispute between the Contractor and subcontractor relating to the amounts or 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 entitlement of a subcontractor to a payment or a late payment interest penalty undjudicial or administrative proceeding involving such a dispute.

G.9 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:

Jean Wright
Contracting Officer
Office of Contracting and Procurement
64 New York Ave., NE
Room 6118
Washington, DC 20002
Telephone Number 202-671-4463

G.10 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.10.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.10.2 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.10.3 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.11 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.11.1 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:

Karla Kirby-Sumpter
Associate Director of Benefit and Retirement Administration
D. C. Department of Human Resources
441 4th Street, NW
Suite 330-South
Washington, DC 20001
(202) 442-9680

G.11.2 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.11.3 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 # 7, dated March 16, 2009, 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.1.3 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.4 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.

H.10 **HIPAA Privacy Compliance**

(1) Definitions

- (a) *Business Associate*. "Business Associate" shall mean [Insert Name of Contractor].
- (b) *Covered Entity*. "Covered Entity" shall mean [Insert Name of District of Columbia Agency].

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:
 - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
 2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a

Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

- (b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

- (a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - (2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination

by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

- (a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

H.11 DISTRICT RESPONSIBILITIES

H.11.1 The District will provide the Contractor orientation on administrative procedures, program goals and practices related to activities of the Department of Human Resources.

H.11.2 The administration of the EAP will be under the auspices of the Department of Human Resources. The Contracting Officer's Technical Representative (COTR) will approve the Contractor's plan for administration and delivery of services to participants, including plan documents, booklets, I.D. cards, and any changes in benefits. The COTR will assist the Contractor in the dissemination of information developed by the Contractor to inform employees of the Plan's availability, benefits offered, eligibility, and how to participate. The COTR will conduct periodic customer satisfaction surveys to evaluate the services provided including quality care, responsiveness to requests for services, and the accessibility of network providers.

H.12 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

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

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

- 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:

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the 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 policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance

signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence and \$5,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non- contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence and \$5,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
4. Workers' Compensation Insurance.

Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as an additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

7. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
- B. **DURATION**. Except as proved in I.8.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
 - C. **CONTRACTOR'S PROPERTY**. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
 - D. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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.2.1. 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.

I.12 CONTINUITY OF SERVICES

I.12.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

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

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

I.12.2 The Contractor shall, upon the Contracting Officer's written notice:

I.12.2.1 Furnish phase-in, phase-out services for up to 90 days after this contract expires and

I.12.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.12.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.12.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.12.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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

- J.1.1** Wage Determination No.: 2005-2103, Rev. 6, dated May 29, 2008
- J.1.2** Mayor's Order 91-62, dated May 1, 1991 (Implementation of Reorganization Plan No. 1 of 1990 Transferring the Function of Providing Counseling for DC Government Employees to the DC Office of Personnel)
- J.1.3** Living Wage Act Fact Sheet
- J.1.4** 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** E.E.O. Information and Mayor's Order 85-85
- J.2.2** Tax Certification Affidavit
- J.2.3** First Source Employment Agreement
- J.2.4** Past Performance Evaluation Form
- 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.2.2.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the offeror(s) resultant contract(s) will be extended to any or all of the listed members as designated by the offeror to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).

- B. A negative reply will not adversely affect consideration of your bid/proposal.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

In pricing section of contract:

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools			
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts			
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
			___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

Vendor Name

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, but is not obligated to award, a single contract resulting from this solicitation, to the responsible offeror whose offer 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 (1) original and five (5) 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. DCBE-2009-R-0001 – "EMPLOYEE ASSISTANCE PROGRAM SERVICES"**.

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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3 TECHNICAL PROPOSAL

This section shall contain an introduction outlining the offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

Your response to the District's RFP should demonstrate how your company can assist the District in meeting these objectives with an emphasis on quality and customer service both to the District and plan participants.

- L.3.1 Section 1 – Technical Approach:** Offeror shall submit a management and technical plan that will detail its understanding of the requirements and its approach to successfully provide services to satisfy the District’s requirements. The Offeror must provide a project management plan detailing its organizational structure and quality assurance mechanisms. The plan, at a minimum, should detail the availability of counselors and referral personnel, client response time, and capacity to handle referrals. The Offeror shall also provide evidence of an effective employee communication and customer satisfaction program.
- L.3.2 Section 2 – Technical Expertise:** Offeror shall detail its experience with providing EAP services as required in the RFP. Offeror must provide appropriate documentation of staff credentials and include evidence of staff orientation and training. Offeror shall also provide resumes for the key personnel listed in Section L.18.1.
- L.3.3 Section 3 – Past Performance:** Offeror shall submit three (3) references from current or prior customers, using the Past Performance Evaluation form, Exhibit J.2.4. EAP references are preferable. Provide name, address, email, fax and telephone number of the references and describe the services that are or have been provided and the period of time that services have been provided to customer. The Offeror shall have its client references complete the Past Performance Evaluation form and return the form directly to Jeanne Sheridan via fax at (202) 671-4469 no later than April 29, 2009 by 2:00 PM (EST).
- L.3.4 Section 4 – Attachments:** The offeror shall complete and 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 of this solicitation;
 - C. Representations and certifications and other statements of the offeror in Section K shall be completed and signed;
 - D. Legal status of offeror as specified in Section L.20;
 - E. Current audited financial statements, including notes which disclose the offeror’s financial condition;
 - F. Other pertinent information
- L.4 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; and
- d) Cost/Price data – Attachment J.2.5

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.5.1 Proposal Submission Time

Proposals must be submitted no later than Wednesday, April 29, 2009 by 2:00 p.m. (EST). 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 no later than the fifth (5th) calendar 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 after receipt; or
- c. The proposal is the only proposal received.

L.5.2 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.5.3 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 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.5.4 Late Submissions

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

L.5.5 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.5.6 Late Proposals

A late proposal, late modification or late 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.6 HAND DELIVERY OR MAILING OF PROPOSALS**DELIVER OR MAIL TO:**

Attention: Jeanne Sheridan
Contract Specialist
Office of Contracting and Procurement
Bid Room
441 4th Street, NW
Suite 703 South
Washington, D. C. 20001

L.7 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 ten (10) calendar days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all 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.8 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, 64 New York Ave., NE, Room 6118, Washington, D.C. 20002, 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.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 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.9.2 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.10 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.11 PROPOSAL PROTESTS

Any actual or prospective bidder, 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 that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or 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 this 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.12 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. 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.13 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.14 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.15 PROPOSAL COSTS

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

L.16 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, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 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:

Jean Wright
Contracting Officer
64 New York Ave., NE, Room 6118
Washington, DC 20002
202-671-4463
Jean.wright@dc.gov

L.18 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.19 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.20 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.20.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.20.2 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.20.3 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.21 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.22 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.22.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.22.2** 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.22.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.22.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.22.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.22.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.22.8** 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.

L.23 KEY PERSONNEL

- L.23.1** The District considers the following positions to be key personnel for this contract: Contract Manager, Social Worker, Psychiatrist and Psychologist.
- L.23.2** The offeror shall set forth in its proposal, the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M: EVALUATION FACTORS FOR AWARD**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>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a subfactor 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 subfactor, the score for the subfactor is 4.8 (4/5 of 6). The subfactor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS**A. Factor: Technical Approach**

Description: This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery, and knowledge of the population to be served to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models.

This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

The standard is met when the offeror:

- a) Presents a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided;
- b) Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be served, treatment objectives, and recognizing and addressing potential issues associated with performing the service;
- c) Identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rationale for the expected benefits to be derived from the features; and
- d) Provides evidence in the offeror's service description and service delivery of industry standards and best practice models.

B. Factor: Technical Expertise

Description: This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services as described in C.3, including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The standard has been met when the offeror:

- a) Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- b) Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum

qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;

- c) Provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- d) Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;
- e) Provides a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desired objectives; and
- f) Presents evidence in the offeror's proposed position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

C. Factor: Past Performance

Description: This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance

The standard is met when:

- a) The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.3; and
- b) The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form.

M.4 EVALUATION CRITERIA

The technical evaluation criteria are outlined below in descending order of importance. Selection of an offeror for contract award will be based on an evaluation of proposals against the following factors:

M.4.1 TECHNICAL CRITERIA**80 TOTAL POINTS****M.4.1.1 TECHNICAL APPROACH****40 POINTS**

- Offeror has proposed an acceptable methodology and approach to accomplish the technical components of the requirements in Section C, which demonstrates the offeror understands the objectives, scope, and deliverables, and possesses an ability to comply with the schedule.
- Offeror has presented a work plan for delivery of services that is responsive to the period of performance including commitment to work in partnership with city staff and dedication of sufficient number of offeror's staff to the project
- Offeror's has presented a detailed understanding of the Project Management Plan, Staff Qualifications, Quality Assurance Program, Customer Satisfaction, Employee Communications and Assistance and its approach to satisfy these requirements.

M.4.1.2 TECHNICAL EXPERTISE**20 POINTS**

- Offer has demonstrated its experience and qualifications of those to be assigned to this project.

M.4.1.3 PAST PERFORMANCE**20 POINTS**

- Offeror has demonstrated its successful completion of similar projects

M.4.2 PRICE CRITERIA**20 POINTS**

The price evaluation will be objective. The offeror with the lowest price for the base plus option years will receive the maximum 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:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 20 = \text{Evaluated price score}$$

M4.3 TOTAL TECHNICAL AND PRICE POINTS

100 POINTS

Possible LSDBE Allowances (Up to 12 Points)	
Local Business Enterprise	4 Points
Disadvantaged Business Enterprise	3 Points
Resident Business Ownership	3 Points
Designated Enterprise Zone Business Enterprise	2 Points
MAXIMUM TOTAL TECHNICAL, LSDBE AND PRICE FACTORS	112 Points

M.5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.6 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.6.1 General Preferences

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

- M.6.1.1** 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.6.1.2 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.6.1.3 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.6.1.4 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.6.1.5 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.6.1.6 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.6.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.6.2.1 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.6.2.2 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.6.2.3 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.6.2.4 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.6.2.5 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.6.2.6 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.6.3 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.6.4 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.6.5 Vendor Submission for Preferences

- M.6.5.1 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.6.5.1.1 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.6.5.1.2 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.6.5.2 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.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.7.1** 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.7.2 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.

ATTACHMENT J.1.1

Wage Determination No. 2005-2103, Rev. 7, dated March 16, 2009

WD 05-2103 (Rev.-7) was first posted on www.wdol.gov on 03/24/2009

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

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 7
Date Of Revision: 03/16/2009

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	28.55
01040 - Court Reporter	19.95
01051 - Data Entry Operator I	14.38
01052 - Data Entry Operator II	15.69
01060 - Dispatcher, Motor Vehicle	16.94
01070 - Document Preparation Clerk	14.21
01090 - Duplicating Machine Operator	14.21
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	12.38
01191 - Order Clerk I	14.85
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	17.31
01262 - Personnel Assistant (Employment) II	19.36
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	22.03
01280 - Receptionist	14.12
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	17.49
01311 - Secretary I	17.49
01312 - Secretary II	19.70
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	28.55
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.92

01532 - Travel Clerk II	13.89
01533 - Travel Clerk III	14.92
01611 - Word Processor I	14.21
01612 - Word Processor II	16.65
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09

12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	34.18
12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	20.17
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.47
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	32.41
12313 - Registered Nurse II, Specialist	32.41
12314 - Registered Nurse III	38.98
12315 - Registered Nurse III, Anesthetist	38.98
12316 - Registered Nurse IV	46.73
12317 - Scheduler (Drug and Alcohol Testing)	19.75
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	30.80
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	27.82
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.14
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	30.69
13110 - Video Teleconference Technician	19.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.54
14042 - Computer Operator II	20.74
14043 - Computer Operator III	23.12
14044 - Computer Operator IV	25.69
14045 - Computer Operator V	28.45
14071 - Computer Programmer I (1)	25.43
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	18.54
14160 - Personal Computer Support Technician	25.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.71

15020 - Aircrew Training Devices Instructor (Rated)	43.84
15030 - Air Crew Training Devices Instructor (Pilot)	52.55
15050 - Computer Based Training Specialist / Instructor	34.39
15060 - Educational Technologist	32.75
15070 - Flight Instructor (Pilot)	52.55
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.90
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.22
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	11.44
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81

23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
24.37	
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	22.78
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.62
23470 - Laborer	14.27
23510 - Locksmith	21.11
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	21.78
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.62
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.38
23890 - Sheet-Metal Worker, Maintenance	22.78
23910 - Small Engine Mechanic	20.38
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.52
24620 - Family Readiness And Support Services Coordinator	15.68
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.10
25040 - Sewage Plant Operator	20.73
25070 - Stationary Engineer	27.10
25190 - Ventilation Equipment Tender	19.08
25210 - Water Treatment Plant Operator	20.73
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	22.25
27010 - Court Security Officer	23.33
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.25
27070 - Firefighter	22.39

27101 - Guard I	12.66
27102 - Guard II	20.57
27131 - Police Officer I	26.14
27132 - Police Officer II	28.99
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38.00
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.86
30021 - Archeological Technician I	18.93
30022 - Archeological Technician II	21.11
30023 - Archeological Technician III	27.56
30030 - Cartographic Technician	27.56
30040 - Civil Engineering Technician	24.01
30061 - Drafter/CAD Operator I	19.89
30062 - Drafter/CAD Operator II	22.25
30063 - Drafter/CAD Operator III	24.80
30064 - Drafter/CAD Operator IV	30.52
30081 - Engineering Technician I	21.63
30082 - Engineering Technician II	24.29
30083 - Engineering Technician III	27.17
30084 - Engineering Technician IV	33.66
30085 - Engineering Technician V	41.16
30086 - Engineering Technician VI	49.81
30090 - Environmental Technician	24.92
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.56
30461 - Technical Writer I	21.84
30462 - Technical Writer II	26.70
30463 - Technical Writer III	32.31
30491 - Unexploded Ordnance (UXO) Technician I	24.15
30492 - Unexploded Ordnance (UXO) Technician II	29.22
30493 - Unexploded Ordnance (UXO) Technician III	35.03
30494 - Unexploded (UXO) Safety Escort	24.15
30495 - Unexploded (UXO) Sweep Personnel	24.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.80
30621 - Weather Observer, Senior (2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.02

31030 - Bus Driver	18.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	12.75
99710 - Recycling Laborer	16.82
99711 - Recycling Specialist	20.65
99730 - Refuse Collector	14.91
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 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) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at

a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
 - (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
 - (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
 - (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) 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

Mayor's Order 91-62, dated May 1, 1991

IMPLEMENTATION OF REORGANIZATION PLAN NO. 1 OF 1990
TRANSFERRING THE FUNCTION OF PROVIDING COUNSELING FOR DC
GOVERNMENT EMPLOYEES TO THE DC OFFICE OF PERSONNEL

J.1.3

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 provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

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

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

ENFORCEMENT

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

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

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

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

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

J.1.4

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

The requirement to pay a living wage applies to:

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

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

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

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

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

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

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

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

www.does.dc.gov or www.ocp.dc.gov

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