

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption		Page of Pages	
		District Department of Human Resources - Development of Classification and Compensation System		1	77
2. Contract Number	3. Solicitation Number		5. Date Issued		6. Type of Market
	<b>DCBE-2009-R-9996</b>		<b>03/16/09</b>		<input checked="" type="checkbox"/> Open
					<input type="checkbox"/> Sealed Bid (IFB)
					<input checked="" type="checkbox"/> Sealed Proposals (RFP)
					<input type="checkbox"/> Sole Source
					<input type="checkbox"/> Emergency
7. Issued By:			8. Address Offer to:		
Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			Office of Contracting and Procurement - Bid Counter 441 4th Street, NW, Suite 703 South Washington, DC 20001		

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

**SOLICITATION**

9. Sealed offers in original and **5** 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

<b>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</b>	until	<b>2:00 PM</b>	local time	<b>April 15, 2009</b>
Address		(Hour)		(Date)

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

10. For Information Contact	A. Name		B. Telephone		C. E-mail Address
	<b>Chris Yi</b>	(Area Code) <b>202</b>	(Number) <b>724-4122</b>	(Ext)	<a href="mailto:chris.yi@dc.gov">chris.yi@dc.gov</a>

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **120** 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 type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone	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) <b>James H. Marshall</b>	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE/COST**

**B.1 INTRODUCTION**

The District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the D.C. Department of Human Resources (DCHR) is seeking a qualified and experienced contractor to provide professional services to assist in the development of a new classification and compensation system for approximately 16,000 union and nonunion employees under the direct personnel authority or control of the Mayor of the District of Columbia. The purpose of the new classification and compensation systems is to ensure that District is classification and compensation systems are externally competitive, internally equitable, and fiscally sound.

**B.2 CONTRACT TYPE**

The District contemplates the award of a fixed price contract.

**B.3 PRICE SCHEDULE****B.3.1 Base Period of Performance (Date of Award through twelve months thereafter)**

Contract Line Item Number	Description	Total Price
<b>Aggregate Award Group 1</b>		
0001	Develop and implement a new Classification System as describe in C.3.1.	\$ _____

**B.3.2 Option Period One (November 1, 2009 – July 1, 2010)**

Contract Line Item Number	Description	Total Price
<b>Aggregate Award Group 2</b>		
0101	Develop and implement a new Compensation System as described in C.3.2.	\$ _____

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the D.C. Department of Human Resources (DCHR) is seeking a qualified and experienced contractor to provide professional services to assist in the development of a new classification system and compensation system for approximately 16,000 union and nonunion employees under the direct personnel authority or control of the Mayor of the District of Columbia. The purpose of the new classification and compensation systems is to ensure that District is externally competitive, internally equitable, and fiscally sound. The new plan shall also be easily maintained to accommodate changes in the jobs, market rates, and new classifications over time.

#### C.1.1 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference.

Item No.	Document Type	Name	Version
1	DCHR web site	DC Human Resources web site <a href="http://dcop.dc.gov/dcop/site/default.asp?dcopNav=31654">http://dcop.dc.gov/dcop/site/default.asp?dcopNav=31654</a>	Most Recent
2	DCHR Document	Occupations in Study and Agencies - List of job titles/occupations/grades/incumbents (Attachment J.8)	February 2009
3	DCHR Document	Pay Schedules <a href="http://dcop.dc.gov/dcop/cwp/view,a,121,q,529980,dcopNav,31656.asp">http://dcop.dc.gov/dcop/cwp/view,a,121,q,529980,dcopNav,31656.asp</a>	Most Recent
4	DCHR Document	Compensation Units 1&2 Labor Contract (Attachment J.9)	Most Recent
5	Industry Related Documents	Federal Government Classification References (Attachment J.10)	February 2009
6	Industry Related Documents	Comparable Jurisdictions References (Attachment J.11)	February 2009
7	DCHR Study	Consultants Study Report on System Reform (Attachment J.12)	January 2008
8	DCHR Study	Blueprint for Classification and Compensation Reform (Attachment J.13)	

Item No.	Document Type	Name	Version
9	OPM Document	OPM Classification and Pay Plan White Paper <a href="http://www.opm.gov/strategiccomp/whtpaper.pdf">http://www.opm.gov/strategiccomp/whtpaper.pdf</a>	
10	DCHR Manual	District Personnel Manual, Chapter 11 (Attachment J.7) <a href="http://dcop.dc.gov/dcop/cwp/view.a.1218.q.529182.asp">http://dcop.dc.gov/dcop/cwp/view.a.1218.q.529182.asp</a>	Most Recent
11	Federal Guidelines	FLSA – Fair Labor Standards Act and Americans with Disabilities Act <a href="http://www.dchr.dc.gov/dcop/frames.asp?doc=/dcop/lib/dcop/11b-66-ot-amendment-11-08.pdf">http://www.dchr.dc.gov/dcop/frames.asp?doc=/dcop/lib/dcop/11b-66-ot-amendment-11-08.pdf</a>	Most Recent
12	DCHR Documents	Examples of DCHR Current PDs (Attachment J.14)	Most Recent

## C.2 BACKGROUND

### C.2.1 DCHR Mission

The DC Department of Human Resources (DCHR) (Applicable Document #1) provides human resource management services that strengthen individual and organizational performance and enable the District government to attract, develop and retain a well-qualified, diverse workforce. DCHR is organized into the following six administrations and the Office of the General Counsel, which all report to the Office of the Director.

- a. Administrative Services Administration (ASA)
- b. Audit and Compliance Administration (ACA)
- c. Policy and Planning Administration (PPA)
- d. Workforce Development Administration (WDA)
- e. Benefits and Retirement Administration (BRA)
- f. Compensation and Classification Administration (CCA)

#### C.2.1.1 Compensation and Classification Administration Mission

It is the mission of the Compensation and Classification Administration (CCA) to provide position management, classification, compensation, and performance management assistance to District of Columbia government agencies. CCA is charged with the following:

- a. Establishing official classifications and descriptions, designing and implementing pay schedules, and developing classification/compensation/performance management policies, procedures and regulations;
- b. Providing expert advice to District government agencies in the areas of classification, total compensation, administration of pay schedules,

- merit pay, compensation and classification policies, performance management systems, FLSA, and recruitment/retention issues;
- c. Providing assistance to HR Advisors and management on various performance appraisal and reward systems.

## **C.2.2 Current Operating Environment**

- C.2.2.1** DCHR estimates that there are approximately 1,200 – 2,000 classifications (Applicable Document #2) (Attachment J.8) for 16,000 employees allocated to compensation systems or 15 salary schedules (Applicable Document #3) under the direct personnel authority or control of the Mayor and are subject to this project.
- C.2.2.2** This procurement and study will cover the approximate 16,000 employees under the direct personnel authority or control of the Mayor; it will not cover sworn firefighters and police officers and independent agencies on compensation schedules not controlled by the Mayor, including UDC Educational Service employees and DC Public Schools (DCPS). Resulting recommendations will not extend to agencies not under the Mayor's personnel authority.
- C.2.2.2.1** Of the approximately 16,000 employees, 9,500 employees are covered by the Compensation Units 1 and 2 agreements (Applicable Document #4). In addition, there are approximately 900 employees covered by other agreements at DMH. Please note that occupational groups such as doctors and nurses are not included in this number.
- C.2.2.3** The District is not using a truly defined and controlled classification and market oriented compensation plan today. It is likely that some employees have been misallocated to positions that they may or may not be qualified for or are overqualified to fill. Constant internal equity issues and misuse of the classification system for compensation purposes has undermined the integrity of the current classification and compensation system(s). Furthermore, the District has not relied enough on regular market analysis and industry HR best practices for its compensation and classification policy decisions.
- C.2.2.4** The current classification system is rooted in the Federal Classification System and General Schedule compensation methodology (Applicable Document #5). Currently, agencies do not have the benefit of a classification plan like other comparable jurisdictions with defined positions reviewed for market appropriateness, career ladders, qualifications, and true job distinctions. Comparable jurisdictions noted as examples in Applicable Document # 6 are provided because they have very well documented plans or have been nationally recognized for their Classification and Compensation / Human Resources practices. Agencies submit draft unique job descriptions to DCHR for review and

classification. Then DCHR places the position in the current range structure based upon former decisions and unnecessary negotiation with the agency. This contributes to internal equity issues since, depending on the situation and personnel involved, a position with similar duties and knowledge, skills, and abilities could be in different grades with distinctly different titles. This results in over 4,000 current title/series/grade combinations in the PeopleSoft data right now.

**C.2.2.5** A changing job market, an aging workforce, modernization through automated technologies, and downsizing of the workforce through agency realignments and reorganizations have also generated new classification support requirements for the District Government, where the District has not been able to oblige our clients with the continued use of the Federal Classification System (Applicable Document #5).

**C.2.2.6** In the fall of 2007, the District completed a thorough review of the current classification and compensation systems (Applicable Document #7), which confirmed:

- a. Positions are classified inconsistently. There is evidence that there are considerable issues of internal inequity prevalent across all agencies in the District;
- b. There are substantial problems with institutional control over position titles in the District's HRIS files. Titles appear to be inconsistent and unreliable;
- c. Current salary ranges are not tied to market analysis; and
- d. The District does not use a Total Compensation measurement model to attract and retain employees. The system, further, does not accurately determine and communicate the value of employment with the District.

**C.2.2.7** The District has a binding obligation with the labor organization representing unions totaling approximately 10,000 employees to reform the classification and compensation systems by September 2010 (Applicable Document #3). It is DCHR's conclusion that the problems affecting those represented positions are also common to management and non-represented positions. These proposed projects incorporate all groups. Recommendations expected to result from this analysis will affect both the District's non-bargaining unit and bargaining unit job classifications. The pay scales of any labor agreements, however, will not be altered until agreed to by the parties to Compensation Units 1 and 2 collective bargaining agreements.

**C.2.2.8** As a result of the Classification and Compensation Blueprint on Reform Study (Applicable Document #8), the District formed the Labor Management Task Force (LMTF). The LMTF represents union employees from the AFGE, AFCSME, CWA, NAGE, SEIU, and FOP (corrections) and numerous locals.

**C.2.2.9** In addition, the Federal Office of Personnel Management (OPM) prepared a Classification and Pay Plan White Paper (Applicable Document #9) that highlights the deficiencies of the Federal classification system(s). Thus far, the District has received occupational studies that were in accordance with Federal classification guidelines, but the District is seeking a more progressive model and the District has developed other divergent career paths specific to occupations not found in the Federal classification guidelines.

**C.2.2.10** The District currently operates version 8.8 of PeopleSoft including the basic HRIS, performance management, time and attendance, recruitment, payroll and benefits components. In addition, the District currently uses all tables associated with tasks of compensation and classification including job code, position data, etc. The District also operates and maintains licenses for customized PeopleSoft modules including e-Recruit, e-Compensation, and e-Performance that are intended to extract data from the not currently utilized classification module. The District anticipates upgrading the PeopleSoft system to Version 9.0 in Fiscal Year (FY) 2010.

### **C.2.3 Goals and Objectives**

The goal of the work solicited by this solicitation is the replacement of the antiquated system with a new system that can accommodate the need for a flexible, internally and externally equitable, defensible, market sensitive, and more easily administered and reactionary plan. The District would like to reduce the number of classifications to 600 because previous studies have documented that numerous classifications should be consolidated and there is a proliferation of unnecessary classifications/titles in the District.

**C.2.3.1** The District anticipates that a new classification and compensation plan will specifically accomplish the following objectives:

- a. Utilize a new computerized/electronic standard job content evaluation system(s) to internally rank all study positions;
- b. Reduce the number of job classifications in the District;
- c. Limit the number of reclassification requests;
- d. Establish career paths for occupations and provide clear distinctions in different job levels, thus promoting better internal equity;
- e. Establish performance standards/job qualifications for all newly created job classifications;
- f. Provide legally defensible classification specifications (Americans with Disabilities Act (ADA), Fair Labor Standards Act (FLSA) (Applicable Document #13), termination, Workers Comp, grievances, etc.);
- g. Assign classifications to pay ranges, designed by the District, that are labor market appropriate;

- h. Help reduce recruitment turnaround time since the current process of classification and recruitment is flawed and time consuming since classification occurs for most every posted position right now. This will provide an opportunity for Classification/Compensation staff to work with departments in more planning opportunities, as opposed to being reactionary;
- i. Assist supervisors in setting performance goals based on job attributes and assist in organizational design;
- j. Have new best practice policies related to compensation and classification;
- k. Be easily understood by HR employees, general employees, and District leadership;
- l. Be capable of being fully administered by current DCHR employees after consultant engagement;
- m. Fully integrated with the District's HRIS system, PeopleSoft; and
- n. Be financially responsible by appropriately analyzing proper internal and external equity relationships.

### **C.3 REQUIREMENTS**

The Contractor shall at a minimum provide the following in support of the development of a new classification and compensation system to successfully meet the District's Department of Human Resources (DCHR) attainment of the goals and objectives described in C.2.3:

#### **C.3.1 CLASSIFICATION SYSTEM (CLIN 0001)**

The Contractor shall perform at a minimum the following in support of the development of the classification system:

##### **C.3.1.1 Task 1 - Project Kickoff Tasks**

The Contractor shall conduct or provide the following Project Kick-off tasks:

##### **C.3.1.1.1 Orientation and Briefing Sessions**

The Contractor shall conduct orientation and briefing sessions for:

- a. Labor Management Taskforce members (LMTF), established in relation to the collective bargaining obligation to reform the classification system; and
- b. DCHR managers, District employees, union leadership, District leadership, and HR Advisors.

**C.3.1.1.2 Web Site**

The Contractor shall provide communication of all project information, communications and correspondence, timelines, schedules forms, and final documentation necessary to explain and administer the classification system through approval from the Contracting Officer's Technical Representative (COTR). The Contractor shall coordinate the development and placement of the web site on the District's servers through the District's Office of the Chief Technology Officer. The Contractor shall update the web site and information, at a minimum, with bi-weekly increments.

**C.3.1.1.3 Classification Communications****C.3.1.1.3.1 Communications Plan**

The Contractor shall develop a communications plan that shall utilize all forms of media and technology to provide information to and make relevant information about the classification project accessible to the affected employees of this study. The Contractor's communication plan shall at a minimum identify:

- a. Media forms to be utilized including but not limited to website, letters, handouts, pamphlets, and videos;
- b. Plans to produce the applicable media forms to be communicated;
- c. Plan and process to obtain the Contracting Officer's Technical Representative (COTR) in G.9.2 or their designee identified approval for all communications;
- d. Planned distribution of media including date and classification project the media is to address including project tasks, necessary information, project goals and progress, outcomes, etc.; and
- e. Plan to include the COTR, designated DCHR management, DCHR Advisors, and Labor/Management liaisons in the distribution of all communication.

**C.3.1.2 Task 2 - Job Documentation and Analysis**

The Contractor shall perform or provide at a minimum the following job documentation and analysis tasks to document all existing classifications in the District, minimize the number of classifications, and assist DCHR with the proper job analysis. The Contractor shall set minimum qualifications, create distinguishing competencies/skills that can be measured and tested in the recruitment process, career paths/succession planning, and establish performance standards of the newly designed classifications and related systems.

**C.3.1.2.1 Online Job Questionnaire**

The Contractor shall design and administer an online job questionnaire to be used for classification purposes. The survey shall be distributed to all employees. The online questionnaire shall be property of the District and housed on DC servers. The questionnaire shall also be available and administered in hardcopy format for employees who do not have access to computers.

**C.3.1.2.2 Interviews**

The Contractor shall conduct interviews with representative samples of employees and appropriate supervisory and management personnel. The contractor shall provide the appropriate methodology for selection of employee to be interviewed including but not limited to group interviews, focus groups, panel interview, supervisory interviews, and manager interviews.

**C.3.1.2.3 Review Background Materials**

The Contractor shall review background materials including organizational charts, work products, work samples, rules and regulations, guidelines, and related information to properly conduct job analysis on studied positions.

**C.3.1.2.4 Job Analysis**

The Contractor shall conduct a comprehensive analysis of data and information obtained through the online questionnaire (C.3.1.2.1), interviews (C.3.1.2.2) and the review of background information (C.3.1.2.3) and any other job analysis information collected.

**C.3.1.2.5 Job Evaluation System**

The Contractor shall develop and provide an automated job evaluation system integrated with PeopleSoft. The vendor shall supply the District with 2 job evaluation system options. One job evaluation system will be agreed to by District after consultation with the contractor. Any proposed evaluation system will be required to be developed and housed in the PeopleSoft environment.

**C.3.1.2.6 Job Analysis Tool**

The Contractor shall develop and provide an electronic job analysis tool, which will promote the maintenance of an impartial system and internal equity within the classification system. The Contractor shall ensure that the job evaluation tool is successfully integrated with the District's PeopleSoft HRIS system and accurately linked to other job analysis tools, such a position analysis questionnaires. The Contractor shall work with the District to test the job analysis

tool on a sample set of District jobs before final approval of tool is granted by the COTR.

#### **C.3.1.2.7 Job Value**

The Contractor shall determine job value by assigning value to the position based on standardized factors. This shall include objective job factor ranking of each position and the preservation of internal pay equity. The automated job evaluation system shall allow analysis for all job factor rankings for all jobs.

### **C.3.1.3 Task 3 - Job Specification Writing and Classification Structure Design**

#### **C.3.1.3.1 Job Specification Writing**

The Contractor shall create job specifications to accurately reflect the actual duties and responsibilities performed by current incumbents, identification of essential job functions, required competencies, minimum qualifications, and recommendations for classifying each position as exempt or non-exempt. This should be both in MSWord and integrated in the PeopleSoft HRIS system. These job classification specifications shall include compliance with all Federal and State requirements including FLSA and ADA (Applicable Document #11).

#### **C.3.1.3.2 Classification Structure**

**C.3.1.3.2.1** The Contractor shall provide recommendations concerning consolidation of classification/titles. The District envisions having a classification plan of approximately 600 total classifications or less.

**C.3.1.3.2.2** Develop a classification structure that reflects the District's overall classification and compensation strategy and includes the clear definition of terms and the development of career ladders for all classifications.

#### **C.3.1.3.3 Job Families**

The Contractor shall establish job families, definitions, and minimum criteria for entry and progression.

#### **C.3.1.3.4 Job Specifications**

**C.3.1.3.4.1** The Contractor shall utilize the job analysis data collected to prepare and provide written standardized job specifications and the development of competencies/skill levels for each classification. The comprehensive classification specifications shall include or address at a minimum the following:

- a. Title
- b. Class Code/Job Code

- c. Grade
- d. FLSA status
- e. Definition of the job class;
- f. Distinguishing characteristics that differentiate the class from other classes in the same series or grouping
- g. Essential functions (Illustrative duties)
- h. Knowledge, skills, abilities,
- i. Minimum Qualification/Employment standards of education and experience, and equivalencies
- j. Required licenses and legally valid physical requirements in compliance with the American with Disabilities Act (ADA) and FLSA.
- k. Special Requirements/Conditions, if any, such as (subject to criminal or credit checks, Security Sensitive positions, pre-employment drug testing, random drug testing during employment, CDL, maintenance of licenses, certifications, etc)

The Contractor shall review each specification for accuracy and completeness and be responsible for the production of the class specifications. These will be subject to the review and acceptance of DCHR.

**C.3.1.3.4.2** The Contractor shall provide a complete electronic listing of the allocation of job classes (classification plan) sorted in the following ways:

- a. Alphabetical order by job class title;
- b. By Class Code Order (Occupational Job Family)
- c. Descending order by job evaluation points, and
- d. Old class title and new class title
- e. By grade order

**C.3.1.3.5 Draft Specifications**

The Contractor shall develop and provide the complete lists of the allocation of job classes (C.3.1.3.4.2) submitted with the draft class specifications for the review and approval of the COTR. The Contractor shall revise in accordance with the District's comments provided through the COTR.

**C.3.1.3.6 Final Specifications**

The Contractor shall then provide one set of final specifications to DCHR in the agreed upon format. All final specifications shall be created in MSWord and converted to PDF and delivered by electronically to the DCHR before final payment. The Contractor shall integrate all final specifications into PeopleSoft so that employees, managers, and public have the ability to view the full final specifications online.

**C.3.1.4 Task 4 - Implementation and Maintenance****C.3.1.4.1 Integration of Classification System with PeopleSoft**

The Contractor shall provide integration of classification evaluation system and job classification specifications into PeopleSoft's Classification Module including performing the necessary data corrections within PeopleSoft to accommodate the changes resulting from the job classification project.

**C.3.1.4.2 Allocation of Employees**

The Contractor shall allocate all employees included within the scope of the study to an appropriate job title and job classification.

**C.3.1.4.3 Classification Policies and Appeal Process**

The Contractor shall develop and provide all policies related to classification including promotion, reclassification, demotion, and appeals process. The Contractor shall prepare the necessary re-writes of the District Personnel Manual Chapters 8, 11, 24, 38 and any other related sections of other chapters. In addition, the Contractor shall develop and provide an appeals process, reflective of the new classification system, to replace the current process contained in Chapter 11 of the District's Personnel Manual prior to the allocation of employees to the new classification system.

**C.3.1.4.4 Classification Project Training**

The Contractor shall provide all necessary on-site training to ensure DCHR is adequately trained to implement and maintain the new classification system. Contractor shall ensure DC staff understands the methodologies of the classification system so that the District can sustain the new classification system once the Contractor's engagement has ended. The Contractor's training shall address at a minimum the following:

- a. Job evaluation and new classification policies;
- b. Integration of the classification system with new and existing PeopleSoft Modules and applications;
- c. Writing job specifications and linkages to job evaluation system;
- d. Creation of career ladders, minimum qualifications, and logical grouping of occupations.

**C.3.1.4.4.1** The Contractor shall develop and provide all training materials and presentations to be used to successfully train DCHR staff as described in C.3.1.4.4 above including the development of a training schedule.

**C.3.1.4.5 Access to Documentation**

The Contractor shall provide the District access to all documentation and manuals developed during the development of the classification system so that DCHR can maintain and conduct in-house job analyses and classification. All documentation and manuals become the property of DCHR.

**C.3.1.5 Classification System Related Activities**

The Contractor shall perform or provide at a minimum the following classification related activities:

**C.3.1.5.1 IT Responsibilities**

**C.3.1.5.1.1** The Contractor shall work with the DC Office of the Chief Technology Officer to publish all project information, communications, timelines, forms, and final documentation necessary to explain and administer the new classification system.

**C.3.1.5.1.2** The Contractor shall design, configure, develop, test and deploy the necessary enhancements within the District's PeopleSoft system to include but not limited to the following functionality:

- a. Implement job evaluation system on line to streamline the process, allow audit controls, and reducing the subjectivity of the classification process, thus creating a more transparent and legally sound system.
- b. Generating a scoring process based on the job evaluation process.
- c. Creation of Job Families.
- d. Implementing a report generator to produce reports on items such as but not limited to the number of titles and grades within an occupational series that will also be extractable into MSExcel.
- e. Job matching capabilities.
- f. Automation of information, processes, and procedures where possible.
- g. On line and web accessible job documentation.
- h. Search engines that allow the user to browse by title or job content.
- i. Accommodation of current position descriptions.
- j. Capability to audit the classification functions that may be decentralized.
- k. Compensation planning, market pricing and job slotting.
- l. Logical flow into position management, e-Compensation, e-Performance, e-Recruitment, ELM (Enterprise Learning Management), and other PeopleSoft modules the District currently utilizes. The new system will fully integrate the classification project results into 9.0 PeopleSoft version.
- m. Capability for classification review workflow to be integrated in PeopleSoft (tracking system).
- n. Perform necessary data corrections within PeopleSoft to accommodate the changes resulting from the job classification project.

**C.3.1.5.1.3 Certification of IT Capacity**

The Contractor shall develop and provide a Certification of IT Capacity indicating that the required IT functionality and specific requirements described in C.3.1.5.1.1 and C.3.1.5.1.2 are available and functionality verified by both the Contractor and the COTR.

**C.3.1.5.2 Classification Project Meetings and Presentations**

The Contractor shall meet with employee groups, managers, unions, and District leadership to inform them of the project's goals, necessary information and participation, and outcomes as described below:

**C.3.1.5.2.1 LMTF**

The Contractor shall meet with the LMTF in accordance with the following:

- a. Monthly;
- b. Mid-point (to be determined by the Contractor) of report preparation to provide study updates and obtain committee input.
- c. Prior to the initiation of the final report to ensure all issues are being correctly identified and addressed:
- d. Prior to report finalization to review any other pending issues.
- e. Upon request

The Contractor shall respond to questions in writing as needed to address questions arising from evaluations, classifications, and job documentation.

**C.3.1.5.2.2 District Management**

The contractor shall provide bi-monthly meetings with District leadership and managers to provide background, progress, and update on project plan and deliverables.

**C.3.1.5.3 Project Work Plan**

The Contractor shall develop and provide a Project Work Plan for the review and approval of the COTR. The Contractor's Project Work Plan shall include or address at a minimum the following:

- a. Identification of major tasks and sub-tasks described in C.3.1.1 through C.3.1.5;
- b. Timeline for the completion of tasks and sub-tasks identified in a above prior to ;
- c. Responsible party(s) for the completion of tasks; and
- d. Identification of critical paths

**C.3.1.5.4 Reporting****C.3.1.5.4.1 Bi-weekly Progress Reports**

The Contractor shall provide a brief bi-weekly written progress report (with applicable supporting documentation) to the COTR outlining the following information, as well as any additional information requested:

- a. The specific accomplishments achieved during the reporting period.
- b. The specific tasks completed pursuant to the provision of the contract and the completion of such tasks in collaboration with DCHR.
- c. The project completion dates for the remaining specific tasks in relation to the approved Project Work Plan.

**C.3.1.5.4.2 Draft of Preliminary Findings/Recommendations for new classification methodology/job evaluation**

- a. Findings from evaluation of current systems;
- b. Recommendations for improved systems to include classification plan;
- c. Narrative documentation of the point factor evaluation system
- d. Draft personnel policy revisions;
- e. Employee conversion to new system documentation
- f. Methodology for implementation and administration

**C.3.1.5.4.3 Final Report of Findings and Recommendations**

The Contractor shall develop, provide and present the Final Report of Findings and Recommendations to the LMTF to substantiate data and recommendations. The Final Report of Findings and Recommendations shall include at a minimum the following:

- a. Findings from evaluation of current systems;
- b. Recommendations for improved systems to include classification plan;
- c. Narrative documentation of the point factor evaluation system
- d. Draft personnel policy revisions;
- e. Employee conversion to new system documentation
- f. All final job specifications
- g. All documentation used to develop new classification system
- h. All technical guides for PeopleSoft administration
- i. Methodology for implementation and administration

**C.3.2 COMPENSATION AND IMPLEMENTATION PROJECT**

The Contractor shall develop and provide a new compensation system based on the classification system designed (C.3.1).

**C.3.2.1 Task 1 - Project Kickoff Tasks**

The Contractor shall conduct or provide the following Project Kick-off tasks:

**C.3.2.1.1 Orientation and Briefing Sessions**

The Contractor shall conduct orientation and briefing sessions for:

- a. Labor Management Taskforce members (LMTF), established in relation to the collective bargaining obligation to reform the classification system; and
- b. DCHR managers, District employees, union leadership, District leadership, and HR Advisors.

**C.3.2.1.2 Web Site**

The Contractor shall provide communication of all project information, communications and correspondence, timelines, schedules forms, and final documentation necessary to explain and administer the classification system through approval from the Contracting Officer's Technical Representative (COTR). The Contractor shall coordinate the development and placement of the web site on the District's servers through the District's Office of the Chief Technology Officer. The Contractor shall update web site and information, at a minimum, with bi-weekly increments.

**C.3.2.1.3 Compensation Communications****C.3.2.1.3.1 Communications Plan**

The Contractor shall develop a communications plan that shall utilize all forms of media and technology to provide information to and make relevant information about the compensation project accessible to the affected employees of this study. The Contractor's communication plan shall at a minimum identify

- a. Media forms to be utilized including but not limited to website, letters, handouts, pamphlets, and videos;
- b. Plans to produce the applicable media forms to be communicated;
- c. Plan and process to obtain the Contracting Officer's Technical Representative (COTR) or designee identified in G.9.2 approval for all communications;

- d. Planned distribution of media including date and classification project the media is to address including project tasks, necessary information, project goals and progress, outcomes, etc.
- e. Plan to include the COTR, designated DCHR management, DCHR Advisors, and Labor/Management liaisons in the distribution of all communication

### **C.3.2.2 Task 2 - Survey Development & Administration**

The Contractor shall perform tasks including at a minimum independent market surveys, pay range design and position slotting to the new ranges. Below is a list of tasks the contractor shall be expected to perform in this capacity.

#### **C.3.2.2.1 Online or Electronic Survey Questionnaire**

The Contractor shall design and provide an online or electronic survey questionnaire to be used for survey purposes and administer salary survey to comparable organizations.

#### **C.3.2.2.2 Comprehensive Total Compensation Survey**

The Contractor shall develop and conduct a comprehensive total compensation survey for benchmark and other positions dependent on new classification plan. This will include pay and policies utilizing contractor recommended market comparisons and appropriate classification matches to validate the effectiveness of the new job evaluation system. The Contractor's salary survey shall include: actual, median, minimum, hiring salaries, midpoint salaries, maximum salaries, methods for determining increases (merit or automatic), probationary period pay adjustments, annual salary range and market adjustments; special pay rates and premium pays, promotion/ demotion adjustments, and all agreed upon elements by DCHR and the contractor. The Contractor's total compensation' measurement model shall include value compensation as relates to market (base + benefits + other) variables. In addition the total compensation measurement model shall show true cost and value of the Offeror's proposed measurement model to the District and its employees for review and approval of the Council of the District of Columbia.

### **C.3.2.3 Task 3 - Compensation Recommendations**

#### **C.3.2.3.1 Salary Recommendations**

The Contractor shall develop and provide externally competitive and internally equitable salary recommendations for each class included within the study in order to maintain appropriate competitive position of the District.

**C.3.2.3.2 Internal Salary Analysis**

The Contractor shall conduct a complete internal salary relationship analysis including the development of appropriate internal relationship guidelines that shall result in improved internal equity.

**C.3.2.3.3 Salary Ranges**

The Contractor shall develop and assign a salary range to each classification which reflects the results of the compensation analysis and the analysis of internal relationships.

**C.3.2.3.4 Compensation Plan Design**

The Contractor shall utilize the data collected in the creation of a logical and defensible compensation structure(s) that incorporates the new classification specifications/career paths that were designed in the Classification Project (CLIN 0001). All data developed during the development and completion of the compensation system shall be the property of DCHR and made available by the Contractor in mutually agreed upon electronic formats. All salary survey data shall be created in MSExcel delivered electronically to the DCHR before final payment.

**C.3.2.3.4.1** The Contractor shall provide a complete electronic listing of the allocation of job classes in relation to proposed compensation ranges and market data sorted in the following ways:

- a. Alphabetical order by job class title;
- b. Descending order by job evaluation points and market wage rates (min, midpoint, maximum, and average);
- c. Descending by proposed salary grade; and
- d. Sorted by benchmark job proposed range versus market rates.

**C.3.2.3.5 Draft Compensation Plan Design**

The Contractor shall develop and provide the complete lists of the allocation of job classes (C.3.2.3.4.1) shall be submitted with the draft compensation plan design for the review and approval of the COTR. The Contractor shall revise in accordance with the District's comments provided through the COTR.

**C.3.2.3.6 Final Compensation Plan Design**

The Contractor shall then provide one set of pay structures or pay plans to DCHR in the agreed upon format. All compensation structures shall be created in MSExcel and converted to PDF and delivered by electronically to the DCHR

before final payment. The Contractor shall integrate all final compensation structures into PeopleSoft so that employees, managers, and public have the ability to view the full final pay plan(s).

#### **C.3.2.3.7 Compensation Costing**

The Contractor shall develop and provide three (3) costing scenarios on how to move existing employee on to the new compensation system. The electronic MS Excel reports shall include all necessary details of the costing such as old/new grade, old/new salary, employee name, department, old/new title, pay plan, union, nonunion, etc.

#### **C.3.2.3.8 Compensation Policies**

The Contractor shall develop and provide compensation policies related to including promotion, reclassification, demotion, etc. These policies shall require the rewriting of District Personnel Manual Chapters 8, 11, 24, 38 and any other related sections of other chapters and shall ensure that the District's compensation system is fiscally responsible, internal equitable and consistent across District agencies, and market competitive and includes elements of merit pay to accommodate future performance based system initiatives.

### **C.3.2.4 Task 4 - Compensation Plan Implementation**

#### **C.3.2.4.1 Implementation Schedule**

The Contractor shall develop and provide implementation and schedule relative to current employees and cost impact information and options to include at a minimum the following:

- a. Development of a strategy for implementing compensation recommendations including suggested pay practices, as well as recognizing and rewarding increased competencies, skills, and/or performance; and
- b. Preparation and submission of Compensation implementation and maintenance manuals.

#### **C.3.2.4.2 Compensation System Integration with PeopleSoft**

The Contractor shall work with the DC Office of Chief Technology Officer in programming PeopleSoft to conform to the new compensation systems. This includes working to test and implement compensation changes to up to 16,000 employees and performing necessary data corrections within PeopleSoft to accommodate the changes resulting from the job classification/compensation project.

**C.3.2.4.3 Communication Materials**

The Contractor shall develop and prepare all communication materials for use in explaining changes to employees.

**C.3.2.4.4 Training**

**C.3.2.4.4.1** The Contractor shall provide all necessary on-site training to ensure that all DCHR and HR Advisor Staff is adequately trained in the new compensation policies in order to implement and maintain the completed project, including software, if applicable. The Contractor's training shall also consist of working in conjunction with professional DCHR staff in the maintenance of the compensation system including application of various compensation policies.

**C.3.2.4.4.2** The Contractor shall develop and provide all training materials and presentations to be used to successfully train DCHR staff as described in C.3.2.4.4.1 above including the development of a training schedule.

**C.3.2.5 Compensation Related Activities****C.3.2.5.1 Reporting****C.3.2.5.1.1 Bi-weekly Progress Reports**

The Contractor shall provide a brief bi-weekly written progress report (with applicable supporting documentation) to the COTR outlining the following information, as well as any additional information requested:

- a. The specific accomplishments achieved during the reporting period.
- b. The specific tasks completed pursuant to the provision of the contract and the completion of such tasks in collaboration with DCHR.
- c. The project completion dates for the remaining specific tasks in relation to the approved Project Work Plan.

**C.3.2.5.1.2 Draft of Preliminary Findings/Recommendations for wages/ranges of the benchmark job classifications**

The Contractor shall develop, provide and present the Draft Report of Findings and Recommendations to the LMTF to substantiate data and recommendations. The Draft Report of Findings and Recommendations shall include at a minimum the following:

- a. Discussion of appropriate comparable organizations;
- b. Discussion of benchmark jobs;
- c. Labor market findings including survey methodology;

- d. Detailed data report of all benchmark jobs and comparable collected data/analysis;
- e. 3 recommendations for wage/ranges for benchmark jobs and possible compensation structure and range design;
- f. Recommendations for any compensation policies to be incorporated in new system and personnel policy revisions necessary;
- g. Employee conversion costing to new system;
- h. Methodology for implementation and administration of compensation salary schedule(s); and
- i. Recommendations on compensation policy including compensation philosophy, structural adjustments, internal equity, performance pay, promotions, etc.

#### **C.3.2.5.1.3 Final Report of Findings and Recommendations**

The Contractor shall develop, provide and present the Final Report of Findings and Recommendations to the LMTF to substantiate data and recommendations. The Final Report of Findings and Recommendations shall include at a minimum the following:

- a. Recommendation of appropriate comparable organizations;
- b. Discussion of benchmark jobs;
- c. Labor market findings including survey methodology;
- d. Detailed data report of all benchmark jobs and comparable collected data/analysis;
- e. Final recommendations for wage/ranges for benchmark jobs and possible compensation structure and range design;
- f. Recommendations for any compensation policies to be incorporated in new system and personnel policy revisions necessary;
- g. Employee conversion costing to new system;
- h. Methodology for implementation and administration of compensation salary schedule(s); and
- i. Recommendations on compensation policy including compensation philosophy, structural adjustments tied to at a minimum wage market movement, internal equity, performance pay, and promotions.

#### **C.3.2.5.2 Meetings and Presentations**

##### **C.3.2.5.2.1 LMTF**

The Contractor shall meet with the LMTF in accordance with the following:

- a. Monthly;
- b. Mid-point (to be determined by the Contractor) of report preparation to provide study updates and obtain committee input;

- c. Prior to the initiation of the final report to ensure all issues are being correctly identified and addressed;
- d. Prior to report finalization to review any other pending issues; and
- e. Upon request.

The Contractor shall respond to questions in writing as needed to address questions arising from compensation policies, market data, and implementation issues.

#### **C.3.2.5.3 Project Work Plan**

The Contractor shall develop and provide a Project Work Plan for the review and approval of the COTR. The Contractor's Project Work Plan shall include or address at a minimum the following:

- a. Identification of major tasks and sub-tasks described in C.3.2.1 through C.3.2.5;
- b. Timeline for the completion of tasks and sub-tasks identified in a above prior to May 1, 2010 in order for Council acceptance of new system;
- c. Responsible party(s) for the completion of tasks; and
- d. Identification of critical paths.

#### **C.3.2.5.4 IT Responsibilities**

The Contractor shall design, configure, develop, test and deploy the necessary enhancements within the District's PeopleSoft system to include but not limited to the following functionality:

- a. Implement compensation system online to streamline the decision process as to pay grade/schedule, allow audit controls, and lessening the guesswork, thus making it more transparent and legally sound.
- b. Implementation of the newly designed compensation structure into the existing PeopleSoft framework that the District utilizes.
- c. Implementing a report generator to produce reports on items such as the number of titles and grades within an occupational series/salary grades/compensation schedules.
- d. Computerization of information, processes, and procedures where possible.
- e. Search engines that allow the user to browse by title or job content and linkage to compensation schedules.
- f. Housing current compensation schedules.
- g. Capability to audit the use of the compensation system.
- h. Compensation planning, market pricing and job slotting.
- i. Logical flow into position management, e-Compensation, e-Performance, e-Recruitment, ELM (Enterprise Learning Management), and other PeopleSoft modules the District currently

utilizes. The new system will fully integrate the classification project results into the then current PeopleSoft version.

- j. Perform necessary data corrections within PeopleSoft to accommodate the changes resulting from the job classification project.

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**SECTION D  
PACKAGING AND MARKING**

This section is not applicable to this procurement.

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**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the Contract shall be governed by Clause Number Six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.1).

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**SECTION F**  
**PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 Term of the Contract**

The term of the Contract shall be from date of award through one year thereafter.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of the Contract for a period of one (1) one (1) year Option Period, or successive fractions thereof, by written notice to Contractor before the expiration of the Contract; provided that the District shall give Contractor 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. 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 the option described in F.2.1, the extended Contract shall be considered to include this option provision.

**F.2.3** The price for the Option Period shall be specified in the Contract. The total duration of this Contract, including the exercise of any options under this Section F.2, shall not exceed two (2) years.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit three (3) hard copies and one (1) electronic version of each deliverable to the COTR in accordance with the following due dates:

**F.3.1 CLASSIFICATION SYSTEM DELIVERABLES (CLIN 0001)**

<b>Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1	Orientation and Briefing Sessions (C.3.1.1.1)	Within 30 Days of Contract Award
2	Communications Plan (C.3.1.1.3.1)	Within 20 Days of Contract Award
3	Communications Materials (C.3.1.1.3.1a)	On-Going
4	Online Job Questionnaire (C.3.1.2.1)	Within 30 Days of Contract Award
5	Job Analysis (C.3.1.2.4)	Within 60 Days of Contract Award
6	Job Evaluation System (C.3.1.2.5)	Within 90 Days of Contract Award
7	Job Analysis Tool (C.3.1.2.6)	Within 120 Days of Contract Award
8	Classification Structure (C.3.1.3.2.2)	Within 180 Days of Contract Award
9	Job Families (C.3.1.3.3)	Within 180 Days of Contract Award
10	Draft Specifications (C.3.1.3.5)	Within 210 Days of Contract Award
11	Final Specifications (C.3.1.3.6)	Within 240 Days of Contract Award
12	Allocation of Employees (C.3.1.4.2)	Within 240 Days of Contract Award
13	Classification Policies and Appeal Process (C.3.1.4.3)	Within 240 Days of Contract Award
14	Training Materials (C.3.1.4.4.1)	Within 210 Days of Contract Award
15	IT Capacity Certification (C.3.1.5.3)	Within 120 Days of Contract Award
16	LMTF Meetings (C.3.1.5.2.1)	As Required
17	District Managers Meetings (C.3.1.5.2.2)	As Required
18	Project Work Plan (C.3.1.5.3)	Within 10 Days of Contract Award
19	Bi-weekly Progress Reports (C.3.1.5.4.1)	Bi-Weekly beginning two weeks from Contract Award
20	Draft of Preliminary Findings/Recommendations for new classification (C.3.1.5.4.2)	Within 330 Days of Contract Award
21	Final Report of Findings and Recommendations (C.3.1.5.4.3)	Within 360 Days of Contract Award

**F.3.2 COMPENSATION SYSTEM DELIVERABLES (CLIN 0002)**

<b>Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1	Orientation and Briefing Sessions (C.3.2.1.1)	Within 30 Days of Contract Award
2	Communications Plan (C.3.2.1.3.1)	Within 20 Days of Contract Award
3	Communication Materials (C.3.2.1.3.1a)	On-Going
4	Online or Electronic Survey Questionnaire(C.3.2.2.1)	Within 30 Days of Contract Award
5	Comprehensive Total Compensation Survey(C.3.2.2.2)	Within 60 Days of Contract Award
6	Salary Recommendations (C.3.2.3.1)	Within 90 Days of Contract Award
7	Internal Salary Analysis (C.3.2.3.2)	Within 90 Days of Contract Award
8	Salary Ranges(C.3.2.3.3)	Within 120 Days of Contract Award
9	Compensation Plan Design (C.3.2.3.4)	Within 150 Days of Contract Award
10	Electronic listing of the allocation of job classes (C.3.2.3.4.1)	Within 150 Days of Contract Award
11	Draft Compensation Plan Design(C.3.2.3.5)	Within 180 Days of Contract Award
12	Final Compensation Plan Design (C.3.2.3.6)	Within 210 Days of Contract Award
13	Compensation Costing (C.3.2.3.7)	Within 210 Days of Contract Award
14	Compensation Polices (C.3.2.3.8)	Within 210 Days of Contract Award
15	Implementation Schedule (C.3.2.4.1)	Within 240 Days of Contract Award
16	Communication Materials (C.3.2.4.3)	Within 240 Days of Contract Award
17	Training Materials (C.3.2.4.4.2)	Within 240 Days of Contract Award
18	Bi-weekly Progress Reports (C.3.2.5.1.1)	Within 240 Days of Contract Award
19	Draft of Preliminary Findings/Recommendations for wages/ranges of the benchmark job classifications (C.3.2.5.1.2)	Within 240 Days of Contract Award
20	Final Report of Findings and Recommendations (C.3.2.5.1.3)	Within 240 Days of Contract Award

**F.3.3 FIRST SOURCE AGREEMENT**

The Contractor shall submit any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 as a deliverable. The Contractor will not be paid the final payment if the report is not submitted as part of the deliverable.

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**SECTION G  
CONTRACT ADMINISTRATION****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 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 30<sup>th</sup> day after receiving authorization by the COTR.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

Department of Human Resources  
Office of the Chief Financial Officer (CFO)  
441 4<sup>th</sup> Street, NW Suite 800  
Washington, DC 20001

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

- a. Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- b. Contract number, block number two (2) and Purchase Order number, Assignment of an invoice number by the Contractor is also recommended;
- c. Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- d. Other supporting documentation or information, as required by the contracting officer;
- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.f) above to be notified in the event of a defective invoice); and
- h. Authorized signature

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

**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 Requirement and First Source Employment Agreement.

**G.4 METHOD OF PAYMENT**

The District will pay the Contractor in accordance with the payment schedules below upon presentation of a properly executed invoice and authorization by COTR.

**G.4.1 CLASSIFICATION PAYMENT SCHEDULE (CLIN 0001)**

<b>Payment Number</b>	<b>Deliverable Name/Number</b>	<b>Amount</b>
1	Communication Plan/No.2 Project Work Plan/No. 19	10% of the total price of B.3.1
2	Orientation and Briefing Sessions/No. 1 Online Job Questionnaire/No. 4	20% of the total price of B.3.1
3	Job Analysis/No. 5 Job Evaluation System/No. 6 Job Analysis Tool/No. 7	20% of the total price of B.3.1
4	Classification Structure/No. 8 Job Families/No. 9 Draft Specifications/No. 10	10% of the total price of B.3.1
5	Final Specifications/No. 11 Classification Plan – Allocation Employees/No.12 Classification Policies and Appeal Process/No.13 Training Materials/No.14	15% of the total price of B.3.1
6	IT Capacity Certification/No 15 Draft of Preliminary Findings/Recommendations for new classification /No. 20	15% of the total price of B.3.1
7	Final Report of Findings and Recommendations /No. 21	10% of the total price of B.3.1

**G.4.2 COMPENSATION PAYMENT SCHEDULE (CLIN 0002)**

<b>Payment Number</b>	<b>Deliverable/Deliverable No.</b>	<b>Amount</b>
1	Orientation and Briefing Sessions/No. 1 Communications Plan/No. 2 Communications Materials/No. 3	20% of the total price of B.3.2
2	Online or Electronic Survey Questionnaire/ No. 4 Comprehensive Total Compensation Survey/No. 5 Salary Recommendations/ No. 6 Internal Salary Analysis/No. 7 Salary Ranges/ No. 8	20% of the total price of B.3.2
3	Compensation Plan Design/ No. 9 Electronic listing of the allocation of job classes/No. 10 Draft Compensation Plan Design/ No. 11 Final Compensation Plan Design/ No. 12 Compensation Costing/ No. 13 Compensation Polices/ No. 14	20% of the total price of B.3.2
4	Implementation Schedule/ No. 15 Communication Materials/ No. 16 Training Materials/ No. 17 Draft of Preliminary Findings/Recommendations for wages/ranges of the benchmark job classifications/ No. 19	20% of the total price of B.3.2
5	Final Report of Findings and Recommendations/ No. 20	20% of the total price of B.3.2

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR, 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

## **G.6 QUICK PAYMENT CLAUSE**

### **G.6.1 INTEREST PENALTIES TO CONTRACTORS**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

### **G.6.2 PAYMENTS TO SUBCONTRACTORS**

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

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

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

- a. the 3rd day after the required payment date for meat or a meat product;

- b. the 5th day after the required payment date for an agricultural commodity;  
or
- c. the 15th day after the required payment date for any other item.

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

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

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

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

James H. Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Room 700 South  
Washington, D.C. 20001  
202-724-4197 (P)  
202 727-0245 (F)  
[jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.

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

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

**G.9.1** The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices of deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

**G.9.2** The address and telephone number of the Contracting Officer Technical Representative is:

Daniel Hernandez, CCP, SPHR  
 Associate Director  
 DC Department of Human Resources  
 441 4<sup>th</sup> Street, NW Suite 320 South  
 Washington, DC 20001  
 202 442-9620 (P)  
 202 727-4977 (F)  
[daniel.hernandez@dc.gov](mailto:daniel.hernandez@dc.gov)

**G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:

**G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;

**G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;

**G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

**G.9.3.4** Change the period of performance; or

**G.9.3.5** Authorize the furnishing of District property, except as specified under the contract.

**G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 6, dated May 29, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;

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

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

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

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

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

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or

- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

**H.6 PROTECTION OF PROPERTY**

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 et seq.

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

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

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

- H.9.1** Except as described in Section H.15.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.
- H.9.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.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](http://www.ocp.dc.gov).
- H.9.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.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:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

- H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.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** **DISTRICT RESPONSIBILITIES**
- H.10.1** DCHR will provide a dedicated project manager, plus 1-2 employees to assist in this project.
- H.10.2** DCHR Advisors in each of the impacted agencies shall provide employee and staff presentation/interview coordination and logistic support, necessary data on study employees, and other project support necessary for the completion of a successful project.
- H.10.3** District agencies will provide a worksite in the District that has classrooms, internet connectivity, and computer desktop support onsite. Classroom sizes range from 15-30 for rooms with computers at each seat.

**10.4** The District currently utilizes all channels of communication to correspond with its employees. DCHR/LMTF will work with Contractor to disseminate information to all study employees.

**10.5** The District through the COTR will review and provide comments on each contract deliverable.

**10.6** The District through the COTR will provide continuous contract performance evaluations and program monitoring.

**10.7** The District through the COTR maintain adequate liaison and cooperation with the Contractor.

**10.8** Attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and other specific agenda items.

## **H.11 CONTRACTOR RESPONSIBILITIES**

### **H.11.1 STAFFING**

The Contractor shall maintain an adequate staff, including supervisory staff, and overall organizational structure to perform the requirements of the Contract. The Contractor's principal staff shall be CCP and/or SPHR certified.

### **H.11.2 MANAGEMENT INFORMATION SYSTEM**

The Contractor shall possess and maintain an adequate management information system to successfully perform the required services.

### **H.11.3 QUALITY ASSURANCE AND INTERNAL POLICIES AND PROCEDURES**

The Contractor shall possess and maintain adequate quality assurance and internal policies and procedures to ensure the timely and successful delivery of the required services and deliverables.

## **SECTION I STANDARD 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 are incorporated as part of the Contract resulting from this solicitation. (Attachment J.1)

### **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 Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by 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. 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. 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. Contractor agrees not to assert any rights in common law or in equity in such data. 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 Contractor with the following legend:
- I.5.7.1** RESTRICTED RIGHTS LEGEND
- Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
With \_\_\_\_\_ (Contractor's Name); and,
- I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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 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, 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 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, 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 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, 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 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, 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 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** 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, for:
- I.5.11.1** 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,
- I.5.11.2** 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 Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

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**

Contractor hereunder shall not subcontract any of 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 Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District,

Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

### **I.8.1 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.

#### **I.8.1.1 Certificate of Insurance Requirement**

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

#### **I.8.1.2 Commercial General Liability Insurance**

##### **I.8.1.2.1**

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2 million per occurrence, \$4 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

##### **I.8.1.2.2 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 million per occurrence, \$4 million in the aggregate; includes coverage for products and completed operations and personal

and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

### **I.8.1.3 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 million 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.

### **I.8.1.4 Workers' Compensation Insurance**

#### **I.8.1.4.1 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.

#### **I.8.1.4.2 Employer's Liability Insurance**

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

### **I.8.1.5 Umbrella or Excess Liability Insurance**

The Contractor shall provide umbrella or excess liability insurance as follows: \$5 million per occurrence, with the District of Columbia as an additional insured.

### **I.8.1.6 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 million per occurrence for each wrongful act and \$2 million 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.

**I.8.2 DURATION**

Except as proved in I.8.1.6, 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.

**I.8.3 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.

**I.8.4 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 Attachment J.3. 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:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)
- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

**I.11            CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS**

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

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**SECTION J**  
**LIST OF ATTACHMENTS**

The following list of attachments are incorporated into the solicitation by reference and made a part of the resulting contract in the order of priority described in I.10.

Attachment Number	Document
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
<b>J.2</b>	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 06 Dated May 29, 2008
<b>J.3</b>	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.4</b>	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
<b>J.5</b>	District of Columbia Living Wage Notice
<b>J.6</b>	District of Columbia Living Wage Fact Sheet
<b>J.7</b>	District Personnel Manual, Chapter 11 11A – Classification and 11B – Compensation <a href="http://dcop.dc.gov/dcop/cwp/view.a,1218,q,529182.asp">http://dcop.dc.gov/dcop/cwp/view.a,1218,q,529182.asp</a>
<b>J.8</b>	Occupations in Study and Agencies – List of job titles/occupations/grades/incumbents
<b>J.9</b>	Compensation Units 1&2 Labor Contract
<b>J.10</b>	Federal Government Classification References
<b>J.11</b>	Comparable Jurisdictions References
<b>J.12</b>	Consultants Study Report on System Reform
<b>J.13</b>	Blueprint for Classification and Compensation Reform

<b>Attachment Number</b>	<b>Document</b>
<b>J.14</b>	Examples of DCHR Current PDs and Comparable Jurisdictional PDs
<b>J.15</b>	Tax Certification Affidavit
<b>J.16</b>	Past Performance Evaluation Form
<b>J.17</b>	Cost/Price Certification and 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).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

The offeror, by checking the applicable box, represents that

**K.2.1** It operates as:

A corporation incorporated under the laws of the State of:

- An individual,  
 A partnership,  
 A nonprofit organization, or  
 A joint venture

**K.2.2** 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**

**K.3.1** 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.

Date, Name, Title, Signature.

**K.3.2** 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 subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 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.

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**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**K.5.1** Each signature of the offeror is considered to be a certification by the signatory that:

**K.5.1.1** 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:

- a. Those prices;
- b. The intention to submit a contract; or
- c. The methods or factors used to calculate the prices in the contract.

**K.5.1.2** 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

**K.5.1.3** 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.

**K.5.2** Each signature on the offer is considered to be a certification by the signatory that the signatory:

**K.5.2.1** 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 Section K.5.1 above; or

**K.5.2.2** 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 Section K.5.1 above:

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

**K.5.2.3** As an authorized agent, does certify that the principals named in subdivision:

- a. Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and
- b. As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

**K.5.3** If the offeror deletes or modifies Section K.5.1.2 above, the offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.6 TAX CERTIFICATION**

Each Offeror shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.15.

**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 multiple contracts resulting from this solicitation to the responsible Offerors whose offers conform to the solicitation and 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.1.3 AGGREGATE AWARD**

Award, if made, will be to a single Offeror in the aggregate for those groups of items indicated by "Aggregate Award Group" in Section B.3

**L.2 GENERAL PROPOSAL SUBMISSION REQUIREMENTS**

**L.2.1** Offerors shall provide one (1) original and six (6) copies and six (6) electronic copies of the written proposal. The proposal shall be prepared and submitted in two (2) separate volumes, Volume I Technical Proposal and Volume II Price Proposal. Each volume of the proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCBE-2009-R-9996  
Aggregate Award Group 1 – Classification System  
Offeror's Name"

Or

"Proposal in Response to Solicitation No. DCBE-2009-R-9996  
Aggregate Award Group 2 – Compensation System  
Offeror's Name"

**L.2.2** The Technical and Cost and Price Volumes shall contain at a minimum the information described in Section L.3, Proposal Content and Organization. The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5" by 11" bond paper);

- b. Single spaced;
- c. One (1) sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One (1)-inch (or greater) margins;
- f. Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;
- g. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

**L.2.3** The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall at a minimum include the following:

- a. Identify the Contact person for the offeror's proposal
- b. Provide the Contact person's address, phone number, and e-mail address
- c. A statement affirming the offeror's acceptance of the contract provisions as described in Sections A – K of the solicitation.
- d. Signature of an authorized representative of the Offeror's organization.

**L.2.4** The Offeror shall prepare a Table of Contents to accompany its Technical Proposal and Price Proposal indicating the location of the section headings and subheadings and page numbers for each.

**L.2.5** Offerors are directed to Section M of this solicitation, Evaluation Factors and Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Standards and M.4 Evaluation Criteria and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C of the solicitation and the instructions to Offerors that follow in Section L.3. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services delivery thereof. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, Specifications/Work Statement. The information requested below for the technical proposal shall facilitate evaluation for all proposals.

**L.2.6** The information requested in Section L.3 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C in accordance with Section M of the solicitation. The Offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.3 in a logical order consistent with the RFP, providing cross-reference to the requirement being addressed.

**L.3 PROPOSAL CONTENT AND ORGANIZATION****L.3.1 CLASSIFICATION SYSTEM (CLIN 0001) (AGGREGATE AWARD GROUP 1)****L.3.1.1 VOLUME I - TECHNICAL PROPOSAL CONTENT INSTRUCTIONS**

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections:

**L.3.1.1.1 Technical Approach and Methodology**

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach and methodology to provide the required services described in C.3.1. The Offeror shall provide at a minimum the following information:

- a. A narrative to describe the Offeror's understanding of the District's requirements and the goals and objectives (C.2.3) related to the development of the new classification system;
- b. A narrative to describe the Offeror's technical approach and methodology to successfully perform the required services as described in C.3.1;
- c. A conceptual Communications Plan (C.3.1.1.3.1)
- d. Relevant work examples and work products of projects of similar size and scope as the services described in C.3.1 including at a minimum the following:
  1. Online Questionnaire (C.3.1.2.1)
  2. Position Analysis and Job Analysis Methodology including any guides, evaluation factor descriptions, etc.(C.3.1.2.4)
  3. Job Evaluation System (C.3.1.2.5)
  4. Automated Job Analysis Tool (C.3.1.2.6)
  5. Example of a series of full Job Specifications (C.3.1.3.4.1)
  6. One Project Work Plan (C.3.1.5.3)
  7. Two Final Reports (C.3.1.5.4.3)
- e. A conceptual Project Work Plan (C.1.5.3)
- f. A conceptual Training Materials (C.3.1.4.4)
- g. Provide examples of any proposed job evaluation systems and methodology for panel review. Offerors shall utilize the provisions described in L.7, Restriction on Disclosure of Data, too indicate items or information proprietary in nature.

**L.3.1.1.2 Organizational Capability and Expertise**

The information contained in this section shall facilitate the evaluation of the Offeror's organizational capability to perform the required services. The Offeror shall provide the following information:

- a. A narrative describing the collective qualifications, experience, skills, and capabilities of the Offeror's proposed staff, the relevance and the benefit of the Offeror's staff qualifications, experience, and skills to successfully provide the required services described in C.3.1;
- b. A narrative describing the Offeror's staffing plan and the rationale for the specific
- c. An organizational chart illustrating the Offeror's staffing plan that clearly delineates at a minimum the following:
  1. Each staff member to perform services under this contract and the corresponding position/title
  2. Reporting Lines clearly showing the lines of accountability
- d. The Offeror shall provide the following information for EACH staff position/title appearing on the Offeror's Organizational Chart:
  1. Resumes, Certifications, and Licenses, as applicable
  2. Position Description
  3. Years of relevant work experience on similar projects
- e. The Offeror shall demonstrate through relevant work examples provided the Project Manager's ability to successfully complete a classification and project of size and complexity described in C.3.1.

#### **L.3.1.1.3 Past Performance/Previous Experience**

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience to perform the required services. The Offeror shall provide the following information:

- a. A narrative that describes the Offeror's organizational history and past and current experience in performing services similar in size and scope as the required services described in Section C.3.1. The Offeror's narrative shall address lessons learned and barriers overcome in previous experiences and the application of this experience to perform the required services.
- b. A list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3.1 within the past four (4) years. The Offeror's list shall include the following information for each contract or subcontract:
  1. Name of contracting activity;
  2. Contract number;
  3. Contract type;
  4. Contract duration (or Period);
  5. Total contract value;
  6. Description of work performed;
  7. Contact Person name, phone, and e-mail address
- c. Offeror shall submit at a minimum three completed (3) Past Performance Evaluation Forms provided as Attachment J.16 from the list of contracts identified in L.3.1.3 b above.

- d. Offerors shall also provide references from the last 3 completed consultant engagements.
- e. Offerors shall provide at a minimum two (2) references for the Project Manager references related to classification reforms from other consulting engagements.

**L.3.1.1.4 Representations, Certifications and other Statements of Offeror**

- a. Signed Solicitation and Award (page1)
- b. Attachment J.3 Equal Employment Opportunity Information Report
- c. Attachment J.4 First Source Employment Agreement
- d. Attachment J.15 Tax Certification Affidavit
- e. K.1 Authorized Negotiators
- f. K.2 Type of Business Organization
- g. K.3 Certification as to Equal Opportunity Obligations
- h. K.4 District Employees Not to Benefit Certification
- i. K.5 Certification of Independent Price Determination

**L.3.1.2 VOLUME II – PRICE PROPOSAL,**

The Offeror's Price Proposal shall contain at a minimum the following information:

- a. Completed Section B.3.1 – Supplies or Services
- b. Cost Price Certification and data Package (Attachment J.17)

**L.3.2 COMPENSATION SYSTEM (CLIN 0002) (AGGREGATE AWARD GROUP 2)****L.3.2.1 VOLUME I - TECHNICAL PROPOSAL CONTENT INSTRUCTIONS**

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections:

**L.3.2.1.1 Technical Approach and Methodology**

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach and Methodology to provide the required services. The Offeror shall provide at a minimum the following information:

- a. A narrative to describe the Offeror's understanding of the required services the program's goals and objectives (C.2.3);
- b. A narrative to describe the Offeror's program design and overall technical
- c. A Conceptual Communications Plan
- d. Relevant work examples of projects of similar size and scope including at a minimum the following work samples:
  1. A Conceptual Project Work Plan and Timeline
- e. Training Materials

**L.3.2.1.2 Organizational Capability and Expertise**

The information contained in this section shall facilitate the evaluation of the Offeror's organizational capability to perform the required services. The Offeror shall provide the following information:

- a. A narrative describing the collective qualifications, experience, skills, and capabilities of the Offeror's proposed staff, the relevance and the benefit of the Offeror's staff qualifications, experience, and skills to successfully provide the required services described in C.3.2;
- b. A narrative describing the Offeror's staffing plan and the rationale for the specific
- c. An organizational chart illustrating the Offeror's staffing plan that clearly delineates at a minimum the following:
  1. Each staff member to perform services under this contract and the corresponding position/title
  2. Reporting Lines clearly showing the lines of accountability
- d. The Offeror shall provide the following information for EACH staff position/title appearing on the Offeror's Organizational Chart:
  1. Resumes, Certifications, and Licenses, as applicable
  2. Position Description
  3. Years of relevant work experience on similar projects

- h. The Offeror shall demonstrate through relevant work examples provided the Project Manager's ability to successfully complete a classification and project of size and complexity described in C.3.2. Offerors shall utilize the provisions described in L.7, Restriction on Disclosure of Data, to indicate items or information proprietary in nature.

#### **L.3.2.1.3 Past Performance/Previous Experience**

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience to perform the required services. The Offeror shall provide the following information:

- a. A narrative that describes the Offeror's organizational history and past and current experience in performing services similar in size and scope as the required services described in Section C.3.2. The Offeror's narrative shall address lessons learned and barriers overcome in previous experiences and the application of this experience to perform the required services.
- b. A list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3.2 within the past four (4) years. The Offeror's list shall include the following information for each contract or subcontract:
  - 1. Name of contracting activity;
  - 2. Contract number;
  - 3. Contract type;
  - 4. Contract duration (or Period);
  - 5. Total contract value;
  - 6. Description of work performed;
  - 7. Contact Person name, phone, and e-mail address
- f. Offeror shall submit at a minimum three completed (3) Past Performance Evaluation Forms provided as Attachment J.16 from the list of contracts identified in L.3.1.3 b above.
- g. Offerors shall also provide references from the last 3 completed consultant engagements.

#### **L.3.2.1.4 Representations, Certifications and other Statements of Offeror**

- a. Signed Solicitation and Award (page1)
- b. Attachment J.3 Equal Employment Opportunity Information Report
- c. Attachment J.4 First Source Employment Agreement
- d. Attachment J.15 Tax Certification Affidavit
- e. K.1 Authorized Negotiators
- f. K.2 Type of Business Organization
- g. K.3 Certification as to Equal Opportunity Obligations
- h. K.4 District Employees Not to Benefit Certification
- i. K.5 Certification of Independent Price Determination

**L.3.2.2 VOLUME II – PRICE PROPOSAL**

The Offeror's Price Proposal shall contain at a minimum the following information:

- a. Completed Section B.3.2 – Supplies or Services
- b. Cost Price Certification and data Package (Attachment J.17)

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS, AND LATE PROPOSALS****L.4.1 PROPOSAL SUBMISSION**

Proposals must be submitted no later than **2:00 pm April 15, 2009**. Proposals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c. The proposal is the only proposal received.

**L.4.2 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.4.3 POSTMARKS**

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

**L.4.4 LATE MODIFICATIONS**

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

**L.4.5 LATE PROPOSALS**

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

**L.5 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 **4:00pm April 6, 2009**. The District will not consider any questions received after 4:00pm April 6, 2009. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office from the Office of Property Management, 441 4<sup>th</sup> Street, N.W., Suite 930 South, Washington, D.C. 20001, by e-mail, 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 from the Office of Property Management, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer that future solicitations are desired the recipient's name may be removed from the applicable mailing list.

**L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA****L.7.1** 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.7.2** 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.8 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 for four (4) one-year options after the initial period of performance.

**L.9 PROPOSAL PROTESTS**

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

**L.10 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.11 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.12 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.13 PROPOSAL COSTS**

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

**L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.15 CERTIFICATES OF INSURANCE**

The Contractor shall submit a certificate of insurance giving evidence of the required insurance coverage specified in Section I.8 prior to commencing work. to:

Jim Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW Suite 700 South  
Washington, D.C. 20001

and

Office of Risk Management  
441 4<sup>th</sup> Street, NW, Suite 800 South  
Washington, D.C. 20001

**L.16 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 e-mail or letter. 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.17 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.18 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.18.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.18.2** 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.18.3** 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.19 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.20 STANDARDS OF RESPONSIBILITY**

Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District. Any Offeror that fails to submit the documentation will be deemed non-responsible and ineligible to receive a contract under this RFP.

- L.20.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.20.2** 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.20.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. The Offeror shall provide the criminal background checks for the Offeror's Key Staff.
- L.20.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.20.5** Evidence of a satisfactory performance record, record of integrity, and business ethics.
- L.20.6** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.20.7** 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.21 PRE PROPOSAL CONFERENCE**

- L.21.1** Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference to be held at **2:00pm March 30, 2009** at the Office of Contracting and Procurement 441 4<sup>th</sup> Street, NW, Room 700. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L.21.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions will be submitted in writing following the close of the pre-proposal conference but no later than March 9, 2009 in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

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## 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 SCALE

**M.2.1** The Offeror's technical proposal response for each technical factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale follows:

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

The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of zero (0) to forty (40) points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 40 or 32.

**M.3 EVALUATION STANDARDS**

**M.3.1** In accordance with M.1, the District will make an award to the responsible Offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

**M.3.2** Technical Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

**M.3.2.1 Technical Approach and Methodology**

The standard is met when the offeror provides the information requested in L.3.1.1.1 for CLIN 0001 and L.3.2.1.1 for CLIN 0002.

**M.3.2.2 Organizational Capability and Expertise**

The standard is met when the offeror provides the information requested in L.3.1.1.2 for CLIN 0001 and L.3.2.1.2 for CLIN 0002.

**M.3.2.3 Past Performance/Previous Experience**

The standard is met when the offeror provides the information requested in L.3.1.1.3 for CLIN 0001 and L.3.2.1.3 for CLIN 0002.

**M.4 EVALUATION CRITERIA**

**M.4.1** The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

**M.4.2** The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in Section L.3 in accordance with the evaluation factors described below. Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered.

**M.4.3 TECHNICAL CRITERIA (0 – 80 POINTS)****M.4.3.1 Technical Approach and Methodology (0 – 40 Points)****M.4.3.2 Organizational Capability and Expertise (0 – 20 Points)****M.4.3.3 Past Performance/Previous Experience (0 – 20 Points)****M.4.4 PRICE CRITERIA (0 – 20 POINTS)**

**M.4.4.1** Price evaluations will account for up to twenty (20) points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Actual points assigned to each Offeror in this category will be based on the Offeror's total price as provided in the Offeror's Price Proposal (Section L.3.1.2 or L.3.2.2) in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \text{Evaluated Price Score}$$

**M.4.5** Preference Points will be awarded in accordance with Section M.5 below for a total of twelve (12) preference points.

**M.4.6 TOTAL POINTS**

The total points awarded under the solicitation are 112.

**M.5 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)****M.5.1 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.5.1.1 General Preferences**

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

- M.5.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.5.2 APPLICATION OF PREFERENCES**

The preferences shall be applicable to prime Contractors as follows:

- M.5.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.5.2.3** 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 (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.5.2.4** 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 (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.5.2.5** 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 (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.5.2.6** 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 (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.5.3** **MAXIMUM PREFERENCE AWARDED**

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

**M.5.4** **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.5.5** **VENDOR SUBMISSION FOR PREFERENCES**

**M.5.5.1** 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.5.5.1.1** 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.5.5.1.2** Evidence of the vendor's or joint ventures 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.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.