

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption		Page of Pages		
			Service of Process Notices		1	50	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		DCCB-2008-R-0029		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		1/17/2008	
6. Type of Market				<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By:				8. Address Offer to:			
Office of Contracting and Procurement Group IX 441 4th Street, NW, Suite 700 South Washington, DC 20001				Office of Contracting and Procurement Bid Room 441 4th Street, NW, 703 South Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, 703S, Bid Room, Washington, DC</u> until <u>2:00 PM</u> local time <u>15-Feb-08</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Gregory Nance		202 724-5438 (Ext)		<a href="mailto:gregory.nance@dc.gov">gregory.nance@dc.gov</a>	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	5	X	J	List of Attachments	31
x	D	Packaging and Marking	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	12				
X	F	Deliveries or Performance	13				
X	G	Contract Administration Data	15	X	K	Representations, certifications and other statements of offerors	32
X	H	Special Contract Requirements	20	X	L	Instructions, conditions & notices to offerors	36
				X	M	Evaluation factors for award	46
<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						___ Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

**SECTION B**  
**SUPPLIES OR SERVICES AND PRICES**

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the Office of the Attorney General (OAG) Child Support Services Division (CSSD) is seeking the services of a contractor to provide service of process for notices of hearing and orders of direct appearance for child support matters.

**B.1.1** The District contemplates the award of one (1) Indefinite Delivery Indefinite Quantity (IDIQ) contract (“Contract”), with payments based on fixed unit prices.

**B.2** **INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT**

This is an IDIQ contract for the supplies or services specified, and is effective for the period stated.

- a. Delivery or performance shall be made only as requested pursuant to orders issued in accordance with the Ordering Clause, Section G.9. The Contractor shall furnish to the District, when and if ordered, the services (and any related work product) specified in the Schedule B.3 and Section C, Description/Specifications/Work Statement, up to and including the maximum quantity of 800 for CLIN 0001AA and 100 for CLIN 0001AB, 4800 for CLIN 1001AA and 2001AA and 600 for CLIN 1001AB and 2001AB. The District will order the minimum quantity of one (1) for CLIN 0001AA, 0001AB, 1001AA, 1001AB, 2001AA and 2001AB.
- b. There is no limit on the number of orders that may be issued by the District. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order that is issued during the effective period of the contract and not completed within the contract period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to an order that extends beyond the Contract’s effective period to the same extent as if the order were completed during the Contract’s effective period.

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

**B.3 PRICE SCHEDULE**

**B.3.1 Base Period (date of award through 60 days thereafter)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>0001AA</b>	In-State Service of Process (3 Attempts per Defendant).	\$_____	1		800	
<b>0001AB</b>	Out-of-State Service of Process (3 Attempts per Defendant)	\$_____	1		100	
<b>0001AC</b>	In-State Service of Process additional attempt	\$_____	n/a		n/a	
<b>0001AD</b>	Out-of State Service of Process additional attempt	\$_____	n/a		n/a	
<b>Grand Total B.3.1</b>				\$_____		\$_____

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

**B.3.2 PRICE SCHEDULE  
(OPTION YEAR 1)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
<b>1001AA</b>	In-State Service of Process (3 Attempts per Defendant).	\$_____	1		4800	
<b>1001AB</b>	Out-of-State Service of Process (3 Attempts per Defendant)	\$_____	1		600	
<b>1001AC</b>	In-State Service of Process additional attempt	\$_____	n/a		n/a	
<b>1001AD</b>	Out-of State Service of Process additional attempt	\$_____	n/a		n/a	
<b>Grand Total B.3.2</b>				\$_____		\$_____

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

##### **C.1 SCOPE OF WORK**

The Government of the District of Columbia (District) Office of the Contracting and Procurement (OCP) on behalf of the Office of the Attorney General (OAG) Child Support Services Division (CSSD) is seeking the services of a contractor to provide service of process for notices of hearing and orders directing appearance for child support matters.

##### **C.2 BACKGROUND**

**C.2.1** CSSD is the entity within the District that administers the District's federally funded IV-D Program. As the designated administrator of the District's IV-D Program, CSSD is responsible for establishing paternity and establishing and enforcing child support and medical support orders. By requiring both parents to play a role in financially supporting their child(ren), not only does CSSD accomplish its goal of ensuring that the District's children receive their necessities, but such requirement alleviates the Custodial Parent's reliance on federally supported programs, such as Medicaid and Temporary Assistance to Needy Families, to support his/her children.

**C.2.2** One of the major hurdles that CSSD has encountered in executing its establishment and enforcement responsibilities has been its very low success rate with performing service of process. CSSD typically receives approximately 1,200 Notices of Hearing and Orders Directing Appearance (Notices) to serve Non-Custodial Parents on a monthly basis. However, in an average month, CSSD only successfully services roughly 33% of such notices. As a result, many paternities are not timely established and orders are not subsequently established or enforced at the federally mandated rates, thereby causing CSSD to incur substantial penalties. CSSD is, therefore, seeking the assistance of a contractor, with experience providing service of process services for child support cases, to supplement the work presently being done by CSSD's Locate Unit with the goal of increasing CSSD's successful service rate.

**C.2.3** During Fiscal Year 2007, CSSD averaged 1,200 Notices per month. Of these total monthly Notices, an average of 450 (5445/year) are assigned internally, approximately 95 (837/year) are assigned to local law enforcement agencies, and 105 (1260/year) are voluntarily retrieved by the respondent at the place of business of the Contracting Officer's Technical Representative (COTR). Of the cases that are assigned internally or externally, CSSD has a 38% success rate. The remaining Notices are never assigned and will be available solely for the Contractor to attempt service.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

**C.2.4** Currently, approximately 15% of CSSD's caseload consists of cases for which the D.C. Superior Court may have long arm jurisdiction over a respondent who lives outside of the District of Columbia.

### **C.3 REQUIREMENTS**

#### **C.3.1 Process Servers**

**C.3.1.1.** In the course of providing services under this contract, the Contractor shall employ qualified process servers with at least 3 years of experience in 1 or more of the following areas:

**C.3.1.1.1** investigation;

**C.3.1.1.2** law enforcement, or;

**C.3.1.1.3** service of process.

**C.3.1.2.** The Contractor shall instruct its process servers to serve Notices on parties who are named respondents in paternity and support establishment and enforcement litigation.

**C.3.1.3.** Prior to engaging the services of any process server on this contract, the Contractor shall submit the name and qualifications of the individual to the COTR for review.

**C.3.1.4.** The Contractor shall refrain from using a process server to execute its contractual requirements if the COTR, after reviewing the individual's qualifications, disapproves of the use of this individual due to lack of sufficient experience. The Contractor also shall immediately discontinue the use of any process server at the COTR's request, provided that the request is made in good faith and for reasons that do not violate State or Federal laws.

**C.3.1.5.** The Contractor shall be solely liable for the actions of its employees and subcontractors, and shall ensure that they do not hold themselves out as employees of the District Government by reason of this contract and refrain from making any claim of right, privilege or benefit which would accrue to a civil service employee.

**C.3.1.6.** The Contractor shall refrain from using a process server to serve a party when the process server has an interest, either direct or indirect, in the outcome of the case related to the Service of Process.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **C.3.2 Service Area**

**C.3.2.1.** The Contractor shall engage process servers to serve Notices on parties, at either their home or work addresses, in and around the District of Columbia (In-State).

**C.3.2.2.** The Contractor shall engage process servers to serve Notices on parties, at either their home or work addresses, outside of a 50 mile radius of the District of Columbia (Out-of-State).

#### **C.3.3 Compliance with Statutes, Rules, Policies and Ethical Guidelines**

**C.3.3.1.** The Contractor and the process server(s) engaged to perform work under this contract shall be familiar with and comply with the rules for service of process set forth by the District of Columbia Superior Court, Domestic Relations Division.

**C.3.3.2.** The Contractor and the process server(s) engaged to perform work under this contract shall be familiar with and comply with the requirements for personal service of process (including direct service on the named party and substitute service at the named party's home or work) as defined in Section 46-206 of the District of Columbia Official Code.

**C.3.3.3.** The Contractor and the process server(s) engaged to perform work under this contract shall be familiar with and comply with D.C. Professional Rules of Conduct Rule 4.1 concerning truthfulness in statements to third parties and Rule 5.3 regarding the responsibility of non-lawyer agents to comply with ethical rules.

**C.3.3.4.** The Contractor and the process server(s) engaged to perform work under this contract shall be familiar with and comply with the Child Support Services Division's policy and procedure for properly executing an affidavit of service.

#### **C.3.4 Volume**

**C.3.4.1.** The Contractor shall receive all Notices to be served from the Contracting Officer's Technical Representative (COTR).

**C.3.4.2.** The Contractor shall successfully complete personal service of process for at least 450 Notices per month, 50 of which may be Out-of-State Notices.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **C.3.5 Number of Attempts**

- C.3.5.1.** The Contractor shall use its best efforts to serve each Notice provided to it by the COTR. The Contractor shall make a minimum of three attempts to serve process on each defendant.
- C.3.5.2.** The Contractor shall make additional attempts to serve process, both In-State and Out-of-State, at the request of the COTR.
- C.3.5.3.** The Contractor shall immediately cease activity on any referral at the direction of the COTR and shall return to the COTR any documents pertaining to such referral within 2 business days.

#### **C.3.6 Documentation and Support of Work**

- C.3.6.1.** Following the completion of personal service of process, the Contractor shall ensure that the process server who served the Notice completes the service of process affidavit on the Notice (Affidavit of Service), providing all requested information, and complete the affirmation.
- C.3.6.2.** If the District deems it necessary for litigation, the COTR may request that the Contractor require the process server who executed the Notice at issue to prepare an affidavit, which describes in detail all actions that s/he took to identify and locate the person to be served and all attempts made to serve process on such person (Special Affidavit).
- C.3.6.3.** If the District deems it necessary for litigation, the COTR may request that the Contractor has its process server who served the Notice at issue to appear as a witness in court or at a deposition to describe and substantiate his/her work.
- C.3.6.4.** The Contractor shall maintain a log of all service attempts for each referral. The Contractor shall keep all documents, records, logs, and files concerning CSSD's referrals separate and distinct from other records and files, and shall not integrate information.
- C.3.6.5.** The Contractor shall retain all books, records, files, logs, and other documents relative to this contract for a minimum 5 years after final payment. The Contractor shall permit full access to applicable books, records, files, logs, and other documents to the COTR, other CSSD staff, CSSD's authorized agents, and Federal and State auditors, during the period of this contract and for a minimum of 5 years thereafter. The Contractor also shall provide read only access to any online sites where information pertaining to the services being provided hereunder is housed.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

**C.3.6.6.** The Contractor shall inform the COTR if an address that was provided was a bad address and shall provide to the COTR good addresses discovered in the course of executing its responsibilities within two business days.

#### **C.3.7 Timeframes**

**C.3.7.1.** The process server shall serve process on all named respondents in a court proceeding within 30 days after receiving a Notice or at least 7 days prior to the return date on the Notice, whichever comes first.

**C.3.7.2.** The Contractor shall use its best efforts to serve a Notice within 24 business hours when the COTR communicates to the Contractor that an expedited serve is needed.

**C.3.7.3.** The Contractor shall submit completed Affidavits of Service (the earlier of):

**C.3.7.3.1.** within 7 days after a Notice is successfully served;

**C.3.7.3.2.** within 7 days after the Contractor's process server has completed the third unsuccessful attempt at service;

**C.3.7.3.3.** within 7 days of determining the COTR has provided a bad address for the respondent and the Contractor being unable to find a good address; or

**C.3.7.3.4.** at least 7 days prior to the return date on the Notice.

**C.3.7.4.** The Contractor shall submit Special Affidavits with completed Affidavits of Service, when the COTR makes the request for a Special Affidavit at the same time the Notice to be served is issued. The Contractor shall provide all other Special Affidavits within 7 days of the COTR making a request.

**C.3.7.5.** The Contractor shall deliver affidavits to the COTR at the COTR's place of business at least once per week.

**C.3.7.6.** The COTR will review and return to the Contractor, within 2 business days of receipt from the Contractor, those affidavits that the Contractor needs to correct. The Contractor shall return all corrected affidavits to the COTR within 2 days of receipt of the returned affidavits or at least 5 days prior to the scheduled hearing, whichever occurs first.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

**C.3.7.7.** If any deadline falls on a weekend or holiday for the District government, the Contractor shall complete the task by the first working day immediately preceding the deadline.

**C.3.7.8.** The Contractor shall return all completed and uncompleted work to the COTR at the COTR's place of business within 2 business days of the COTR's request or the effective date of termination of the contract, whichever occurs first.

### **C.3.8 Payment for Services**

**C.3.8.1.** The District will only pay the Contractor for successful serves that conform to legal and ethical standards, constitute "personal service" under the statutory provisions for service in child support cases, and are properly documented and timely served in accordance with Section C.3.7 above. The District has the sole discretion to determine whether the Contractor has met these terms for a particular Notice.

**C.3.8.2.** The Contractor shall provide a monthly invoice, no later than the 15<sup>th</sup> of each month, accompanied by a report setting forth the following information:

**C.3.8.2.1** the number of successful services during the prior month,

**C.3.8.2.2** the address to which each successful serve was made,

**C.3.8.2.3** the date and time when each serve was completed,

**C.3.8.2.4** the names of the recipients of the documents and their relationships to the intended receivers,

**C.3.8.2.5** whether the address to which the service was made was provided by the COTR or located through the Contractor's efforts, and

**C.3.8.2.6** which services constituted expedited serves.

**C.3.8.3.** The Contractor shall not receive payment for any serve effected after termination of this contract or after receiving instructions from the COTR to cease activity on an account.

**SECTION D**  
**PACKAGING AND MARKING**

**D.1** NOT APPLICABLE

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

**E.1 INSPECTION OF WORK PERFORMED**

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

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**SECTION F**  
**DELIVERY OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

**F.1.1** The term of the contract shall be for a period of sixty days from the effective date of the award specified on page one of the Contract.

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

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

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

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

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed one year and 60 days.

**F.3 TERMINATION FOR CAUSE**

**F.3.1** The District may terminate the contract by providing written notice of termination to the Contractor if the Contractor defaults in performing any requirement set forth in Section C.3 above, and fails to cure such default in accordance with Section 8(a) of the SCP (hereinafter defined).

**F.3.2** Notwithstanding any provision to the contrary in the SCP, if the Contractor or its subcontractors engage in any illegal activity in executing the requirements set forth in Section C.3 above, the District may immediately terminate this contract upon providing the Contractor with written notice of termination.

**SOLICITATION DCCB-2008-R-0029****Service of Process Notices****F.4 DELIVERABLES**

The Contractor shall deliver the following documents to the COTR unless otherwise noted.

<b>SOW Section</b>	<b>Deliverables</b>	<b>Quantity/Format</b>	<b>Due Date</b>
C.3.1.3	Resumes Outlining Qualifications of Process Servers	1 hard copy per person	Prior to Process Servers engaging in services
C.3.6.1 C.3.7.3	Affidavits of Service	1 full set of carbon copies that are attached to Notice (excluding copy provided to party served)	Within timeframes stipulated in C.3.7.3
C.3.6.2 C.3.7.4	Special Affidavits	1 hard copy	Within timeframes stipulated in C.3.7.4
C.3.6.5	Retention of Contract Records/5 Years	1 electronic copy or 1 hard copy	Upon request
C.3.6.6	Address Notification	1 hard copy	Within 2 business days after discovery
C.3.7.1	Serve Process on Named Respondents	1 hard copy	Within timeframes stipulated in C.3.7.1
C.3.7.6	Corrected Affidavits	1 full set of carbon copies that are attached to Notice (excluding copy provided to party served)	Within timeframes stipulated in C.3.7.6
C.3.8.2	Monthly Invoice and Report	1 hard copy	By 15 <sup>th</sup> of each month
C.3.7.8	Return of all Work	1 hard copy	Within timeframes stipulated in C.3.7.8

**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in G.9.2. The name and address, and telephone number for the CFO is:

Chief Financial Officer for the Office of the Attorney General  
441 4<sup>th</sup> Street N.W., Room 890 North  
Washington, DC 20001

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

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

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

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

### **G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.4.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by the Contract, the Contractor may assign funds due or to become due as a result of the performance of the Contract to a bank, trust company, or other financing institution.

**G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.4.3** 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 shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

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

### **G.5 THE QUICK PAYMENT CLAUSE**

#### **G.5.1 Interest Penalties to Contractors**

**G.5.1.1** 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

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

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

**G.5.1.2** 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.5.2 Payments to Subcontractors**

**G.5.2.1** The Contractor shall 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.5.2.2** The Contractor shall 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 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b. the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c. the 15<sup>th</sup> day after the required payment date for any other item.

**G.5.2.3** Any amount of an interest penalty that 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.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

**G.5.2.4** 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.6 AUTHORITY OF CONTRACTING OFFICER**

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

Gena Johnson  
Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW  
Suite 700 South  
Washington, DC 20001  
(202) 724-5194

### **G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.8.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

Adrienne Day  
Chief of Operations  
Office of the Attorney General  
441 4<sup>th</sup> Street, N.W. Suite 550 North  
Washington, D.C. 20001  
(202) 724-2166

**G.8.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.8.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

### **G.9 ORDERING CLAUSE**

- a. Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the COTR or Contracting Officer. Such orders may be issued during the term of this contract.
- b. All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c. If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.
- d. If the Contractor reasonable expects that the services or supplies provided under this contract may exceed eighty percent (80%) of the Maximum Dollar Value set forth in Section B.3, Price Schedule, the Contractor shall notify the District. The District shall promptly thereafter advise the Contractor whether the District will increase the Maximum Dollar Value or whether the Contractor should cease work for the District with respect to this contract.

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

The Contractor shall be bound by the Wage Determination Rev. No. 4 dated July 5, 2007, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3 PUBLICITY**

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

**H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

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

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

- (b) Social security number;
- (c) Job title;
- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

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

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

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

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

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

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 CONFLICT OF INTEREST**

**H.9.1** No official or employee of the District of Columbia or the Federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, DC Law 6-85, D.C. Official Code 2-310.01 and Chapter 18 of the DC Personnel Regulations).

**SECTION I**  
**CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

**I.2.1** Continuation of the Contract beyond the fiscal year is contingent upon future fiscal appropriations.

**I.3 CONFIDENTIALITY OF INFORMATION**

**I.3.1** All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

**I.4 TIME**

**I.4.1** 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** For purposes of this solicitation and resulting contract, “Data” 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** For purposes of this solicitation and resulting contract, the term “Technical Data” means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may include, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure,

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

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 also 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** For purposes of this solicitation and resulting contract, the term “Computer Software” 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** For purposes of this solicitation and resulting contract, the term "computer databases" 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 the Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under the Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

**I.5.6** The District shall 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 the 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

**I.5.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

**I.5.7.1** The data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with \_\_\_\_\_ (Contractor's Name)

**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. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the Contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under the Contract, the Contractor shall use Section I.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the 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 the Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract, or (ii) based upon any data furnished under the 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.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

### **I.6 OTHER CONTRACTORS**

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

### **I.7 SUBCONTRACTS**

**I.7.1** The Contractor shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer (which consent may be given or withheld in the absolute discretion of the Contracting Officer). Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

### **I.8 INSURANCE**

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

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

- I.8.1**            **Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- I.8.2**            **Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- I.8.3**            **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- I.8.4**            **Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- I.8.5**            **Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

### **I.9                EQUAL EMPLOYMENT OPPORTUNITY**

- I.9.1**            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.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Office of Local Business Development.
- I.9.2**            In accordance with 45 CFR 74 Appendix A (1), the Contractor shall comply with E.O. 11246 "Equal Employment Opportunity" as amended by 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

### **I.10              ORDER OF PRECEDENCE**

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

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **I.11 CONTINUITY OF SERVICES**

- I.11.1** The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:
- I.11.1.1** Furnish phase-out, phase-in (transition) training; and
- I.11.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- I.11.2** The Contractor shall, upon the Contracting Officer's written notice:
- I.11.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- I.11.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.
- I.11.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.11.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.11.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

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

**SECTION J: LIST OF ATTACHMENTS**

**J.1 ATTACHMENT**

**J.1.1** Wage Determination No. 2005-2103, Revision No. 4 dated 7/5/07

**J.1.2** Living Wage Act Fact Sheet

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

**J.1.4** Past Performance Evaluation Form

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

**J.2.1** LSDBE Certification Package

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

**J.2.3** Tax Certification Affidavit

**J.2.4** First Source Employment Agreement

**J.2.5** Cost/Price Data Package

**SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS AND**  
**OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

It operates as:

a corporation incorporated under the laws of the State of: \_\_\_\_\_,

a limited liability company organized under the laws of the State of: \_\_\_\_\_,

an individual,

a partnership,

a nonprofit organization,

a joint venture, or

other (specify: \_\_\_\_\_, organized pursuant to the laws of the state of \_\_\_\_\_).

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_ has \_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85.

Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors.

**K.4 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END  
PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees  
Not To Benefit” will benefit from this contract.

The following person(s) listed in Clause 13 may benefit from this contract.  
For each person listed, attach the affidavit required by Clause 13 of the  
SCP.

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**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- a. Each signature of the offeror is considered to be a certification by the signatory that:
  - i. 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:
    - 1. those prices
    - 2. the intention to submit a contract, or
    - 3. the methods or factors used to calculate the prices in the contract.
  - ii. 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
  - iii. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory;
  - i. Is the person in the offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above; or

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

- ii. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above:

---

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

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

**SECTION L**  
**NOTICES, CONDITIONS, AND INSTRUCTIONS TO OFFERORS**

**L.1 CONTRACT AWARD**

**L.1.1 Most Advantageous to the District**

The District intends to award a contract resulting from this solicitation to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the District, considering the totality of the circumstances, including cost or price, technical, and other factors, as specified elsewhere in this solicitation.

**L.1.2 Initial Offers**

The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

**L.2 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.2.1 Proposal Submission**

Proposals must be submitted no later than the time and date specified in Section A.9. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **L.2.2 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.2.3 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.2.4 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.2.5 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.3 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 **10** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **10** days before the date set for submission of proposals. 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

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.4 FAILURE TO SUBMIT OFFER**

**L.4.1** Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, 441-4th Street NW, Room 700 South, Washington, DC 20001, Telephone No. (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements.

**L.4.2** It is also requested that such recipients advise the Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.5.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

**L.5.1.1.** Mark the title page with the following legend:

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

**L.5.2** If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall 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 data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

**L.5.3** 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."

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **L.6 PROPOSALS WITH OPTION YEARS**

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

#### **L.7 PROPOSAL PROTEST**

Any actual or prospective bidder, Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer identified in G.7 of the solicitation.

#### **L.8 SIGNING OF OFFERS**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form on page one (1) of this solicitation. The person signing the offer shall initial erasures or other changes. 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.9 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.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **L.10 RETENTION OF PROPOSALS**

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

#### **L.11 PROPOSAL COSTS**

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

#### **L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

#### **L.13 CERTIFICATES OF INSURANCE**

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

Gena Johnson  
Contracting Officer  
441 4<sup>th</sup> Street, N.W., Room 700 South  
202 724-5194

#### **L.14 ACKNOWLEDGEMENT OF AMENDMENTS**

Offerors 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 in Section A; or (c) by letter or telegram including mailgrams. The District shall receive the acknowledgement by the date and time specified for receipt of offers.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **L.15 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.16 LEGAL STATUS OF OFFEROR**

**L.16.1** The Offeror shall include the following information in the proposal as applicable:

- a. Name, Address, Telephone Number, Federal Tax identification number, and DUNs number of Offeror;
- b. Copy of any current license, registration, or certification to transact business in the District of Columbia if required by law to obtain such license, registration, or certification;
- c. If the Offeror is a corporation or limited partnership and does not provide a copy of its license, registration, or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration, or certification prior to contract award or its exemption from such requirements;
- d. If the Offeror is a corporation, State of incorporation and type of incorporation as profit or nonprofit; and
- e. If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreement.

**L.16.2** The District reserves the right to request additional information regarding the Offeror's organizational status.

#### **L.17 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered and the

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

conditions under which the work is to be accomplished. Offerors 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.18 STANDARDS OF RESPONSIBILITY**

Each prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;
- L.18.2** 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.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations;
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics;
- L.18.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them; and
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility 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 non-responsible.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **L.19 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. DCCB-2008-R-0029**".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each item listed in L.20 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 services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

The Offeror's proposals shall be organized as follows:

##### **L.20.1 Technical Proposal**

###### **L.20.1.1 Official Offer**

The Offeror shall sign the proposal and print or type its name on the Solicitation, Offer and Award Form. The person signing the proposal shall initial erasures or other changes. 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.

Each proposal shall set forth, in this Section, the name, title, telephone number, and address of the person authorized to negotiate in behalf of the Offeror and contractually bind the Offeror, if other than the person signing the proposal.

###### **L.20.1.2 Executive Summary**

The Offeror shall provide a brief discussion of the history of the Offeror's firm, its organization, how long firm have been in business, the number of employees firm employs, how do firm accomplish service of process out-of-state and a synopsis of services provided and proposed to be provided.

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **L.20.1.3 Technical Approach**

The Offeror shall describe in detail its understanding of the requirements to be performed in Section C.3. The Offeror shall describe its approach to serving in-state and out-of-state Notices. The offeror shall describe its understanding of the applicable rules and regulations pertaining to the required service including but not limited to D.C. Official Code Section 46-206, D.C. Professional Rules of Conduct 4.1 and 5.3.

#### **L.20.1.4 Qualifications of Employees and Agents**

The Offeror shall submit the resumes of employees and agents to provide services under this contract. The Offeror shall describe its process of vetting process servers.

#### **L.20.1.5 Experience and Past Performance of Offeror**

The Offeror's shall demonstrate it's past experience and performance in providing similar services.

**L.20.1.5.1** Offeror shall provide three (3) client references for the Offeror from engagements similar in size and scope to the District's. The references shall include:

- a. Contact name and title
- b. Contact's project responsibility
- c. Client name
- d. Address
- e. Telephone number and email address
- f. Hours available

**L.20.1.5.2** Offeror shall provide for the Offeror detailed descriptions of projects similar in size and scope to the scope of the District's, including descriptions, status, contract duration and the Offeror's role.

**L.20.1.5.3** The Offeror shall have three references complete a Past Performance Evaluation Form (Attachment J.1.4).

**L.20.1.5.4** The Offeror's shall provide its success rate in serving legal documents. The Offeror shall provide the amount of time the Offeror typically takes to serve legal documents.

**SOLICITATION DCCB-2008-R-0029**

**Service of Process Notices**

**L.20.1.6 Attachments and Certifications**

Offeror shall submit the completed attachments and certifications in Section J and K.

**L.20.2 Price Proposal**

The Offeror shall provide a completed Section B.3 – Price Schedule.

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION FOR AWARD**

The contract will be awarded to one (1) 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 an award. Rather, the total scores will guide the District in making an informed decision in consideration of the best value to the District based upon the evaluation criteria.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is provided below:

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

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

**M.3 EVALUATION CRITERIA**

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

## SOLICITATION DCCB-2008-R-0029

### Service of Process Notices

#### **M.3.1 Price Criteria (0 – 45 Points)**

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

$$\frac{\text{Lowest Price}}{\text{Lowest Price of Proposal Being Evaluated}} \times 45 = \text{Price Score}$$

#### **M.3.2 Experience and Past Performance of Offeror (0 – 30 Points)**

Offeror has satisfactorily provided similar service of process services in terms of size and scope to the District's requirements.

#### **M.3.3 Technical Approach (0-15 Points)**

Offeror has demonstrated an understanding of the District's requirements and has described in detail its approach and methodology in performing the services.

#### **M.3.4 Qualifications of Offeror's Employees and Agents (0-10 Points)**

The qualifications of the Offeror's employees and its agents who will perform services under the contract has demonstrated singularly and collectively that they possess the necessary education, licensing, knowledge and experience to perform the services.

#### **M.3.5 LSDBE Preference Points (0-12 Points)**

#### **M.3.6 Total Points Possible (112 Points)**

#### **M.4 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE**

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

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **M.4.1 General Preferences**

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

- M.4.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.4.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.4.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.4.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

#### **M.4.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.4.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.4.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.4.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.4.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.4.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.4.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.4.3 Maximum Preference Awarded**

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

### **M.4.4 Preferences for Certified Joint Ventures**

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

## **SOLICITATION DCCB-2008-R-0029**

### **Service of Process Notices**

#### **M.4.5 Vendor Submission for Preferences**

**M.4.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.4.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.4.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.4.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.4.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

J 1 1 Wage Determinations - 05-2103 - Rev 4.txt  
 WD 05-2103 (Rev. -4) was first posted on www.wdol.gov on 07/10/2007  
 \*\*\*\*\*  
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REGISTER OF WAGE DETERMINATIONS UNDER  
 THE SERVICE CONTRACT ACT  
 By direction of the Secretary of Labor

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

William W. Gross                      Division of  
 Director                                  Wage Determinations

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

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	18.43
01020 - Administrative Assistant	23.59
01040 - Court Reporter	18.43
01051 - Data Entry Operator I	12.67
01052 - Data Entry Operator II	13.82
01060 - Dispatcher, Motor Vehicle	16.50
01070 - Document Preparation Clerk	13.29
01090 - Duplicating Machine Operator	13.29
01111 - General Clerk I	13.72
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	21.66
01141 - Messenger Courier	10.23
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	15.60
01262 - Personnel Assistant (Employment) II	18.43
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Recepti onist	12.72
01290 - Rental Clerk	15.60
01300 - Scheduler, Maintenance	15.60
01311 - Secretary I	17.03
01312 - Secretary II	18.39
01313 - Secretary III	21.66
01320 - Service Order Dispatcher	15.82
01410 - Supply Technician	23.59
01420 - Survey Worker	18.43
01531 - Travel Clerk I	12.07
01532 - Travel Clerk II	13.01
01533 - Travel Clerk III	13.99
01611 - Word Processor I	13.76
01612 - Word Processor II	15.60

J 1 1 Wage Determinations - 05-2103 - Rev 4. txt

01613 - Word Processor III	18.43
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.76
07130 - Food Service Worker	10.25
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.59
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.67
11060 - Elevator Operator	9.79
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	16.06
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	20.31
12015 - Certified Physical Therapist Assistant	19.99
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.34
12035 - Electroneurodiagnostic Technologist	24.34
12040 - Emergency Medical Technician	17.67
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	21.79
12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	14.96
12190 - Medical Record Technician	16.67
12195 - Medical Transcriptionist	16.46
12210 - Nuclear Medicine Technologist	28.93

J 1 1 Wage Determinations - 05-2103 - Rev 4. txt

12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	12.99
12224 - Nursing Assistant IV	14.58
12235 - Optical Dispenser	16.67
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	15.75
12280 - Phlebotomist	14.58
12305 - Radiologic Technologist	27.61
12311 - Registered Nurse I	24.92
12312 - Registered Nurse II	31.22
12313 - Registered Nurse II, Specialist	31.22
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	18.73
13042 - Illustrator II	23.42
13043 - Illustrator III	28.82
13047 - Librarian	25.45
13050 - Library Aide/Clerk	12.52
13054 - Library Information Technology Systems Administrator	22.99
13058 - Library Technician	17.88
13061 - Media Specialist I	16.58
13062 - Media Specialist II	18.55
13063 - Media Specialist III	20.68
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	16.58
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.72
14042 - Computer Operator II	18.71
14043 - Computer Operator III	20.86
14044 - Computer Operator IV	23.18
14045 - Computer Operator V	25.66
14071 - Computer Programmer I (1)	21.60
14072 - Computer Programmer II (1)	26.37
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.72
14160 - Personal Computer Support Technician	23.18
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.39
15020 - Aircrew Training Devices Instructor (Rated)	42.72
15030 - Air Crew Training Devices Instructor (Pilot)	50.66
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	29.09
15070 - Flight Instructor (Pilot)	50.66
15080 - Graphic Artist	24.95
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.04
15120 - Tutor	19.04

J 1 1 Wage Determinations - 05-2103 - Rev 4.txt

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.95
16030 - Counter Attendant	8.95
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	8.95
16090 - Presser, Hand	8.95
16110 - Presser, Machine, Drycleaning	8.95
16130 - Presser, Machine, Shirts	8.95
16160 - Presser, Machine, Wearing Apparel, Laundry	8.95
16190 - Sewing Machine Operator	12.30
16220 - Tailor	13.01
16250 - Washer, Machine	9.81
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.26
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.21
21080 - Production Line Worker (Food Processing)	17.28
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.44
21150 - Stock Clerk	14.35
21210 - Tools And Parts Attendant	17.26
21410 - Warehouse Specialist	17.26
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.36
23140 - Carpet Layer	18.70
23160 - Electrician, Maintenance	25.37
23181 - Electronics Technician Maintenance I	22.08
23182 - Electronics Technician Maintenance II	23.44
23183 - Electronics Technician Maintenance III	24.70
23260 - Fabric Worker	17.90
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	20.91
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.50
23392 - Gunsmith II	19.18
23393 - Gunsmith III	21.46
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.96
23411 - Heating, Ventilation And Air Contditi oning Mechanic (Research Facility)	
23.13	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46

J 1 1 Wage Determinations - 05-2103 - Rev 4. txt

23460	- Instrument Mechanic	21.46
23465	- Laboratory/Shelter Mechanic	20.36
23470	- Laborer	14.27
23510	- Locksmith	19.76
23530	- Machinery Maintenance Mechanic	21.77
23550	- Machinist, Maintenance	21.52
23580	- Maintenance Trades Helper	15.10
23591	- Metrology Technician I	21.46
23592	- Metrology Technician II	22.61
23593	- Metrology Technician III	23.72
23640	- Millwright	23.30
23710	- Office Appliance Repairer	21.00
23760	- Painter, Maintenance	20.36
23790	- Pipefitter, Maintenance	22.76
23810	- Plumber, Maintenance	20.99
23820	- Pneudraulic Systems Mechanic	21.46
23850	- Rigger	21.46
23870	- Scale Mechanic	19.18
23890	- Sheet-Metal Worker, Maintenance	21.46
23910	- Small Engine Mechanic	20.05
23931	- Telecommunications Mechanic I	25.22
23932	- Telecommunications Mechanic II	26.58
23950	- Telephone Lineman	24.43
23960	- Welder, Combination, Maintenance	21.46
23965	- Well Driller	21.46
23970	- Woodcraft Worker	21.46
23980	- Woodworker	16.50
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	11.58
24580	- Child Care Center Clerk	16.15
24610	- Chore Aide	9.58
24620	- Family Readiness And Support Services Coordinator	12.95
24630	- Homemaker	16.75
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	24.98
25040	- Sewage Plant Operator	20.23
25070	- Stationary Engineer	24.98
25190	- Ventilation Equipment Tender	17.56
25210	- Water Treatment Plant Operator	20.23
27000	- Protective Service Occupations	
27004	- Alarm Monitor	17.66
27007	- Baggage Inspector	11.51
27008	- Corrections Officer	19.83
27010	- Court Security Officer	23.26
27030	- Detection Dog Handler	17.66
27040	- Detention Officer	19.83
27070	- Firefighter	22.39
27101	- Guard I	11.51
27102	- Guard II	17.66
27131	- Police Officer I	23.94
27132	- Police Officer II	26.60
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	12.35
28042	- Carnival Equipment Repairer	13.30
28043	- Carnival Equipment Worker	8.40
28210	- Gate Attendant/Gate Tender	13.01
28310	- Lifeguard	11.59
28350	- Park Attendant (Aide)	14.56
28510	- Recreation Aide/Health Facility Attendant	10.62
28515	- Recreation Specialist	18.04
28630	- Sports Official	11.59
28690	- Swimming Pool Operator	16.85
29000	- Stevedoring/Longshoremen Occupational Services	

J 1 1 Wage Determinations - 05-2103 - Rev 4. txt

29010 - Blocker And Bracer	20. 55
29020 - Hatch Tender	20. 55
29030 - Line Handler	20. 55
29041 - Stevedore I	19. 18
29042 - Stevedore II	21. 64
30000 - Technical Occupati ons	
30010 - Air Traffic Control Specialist, Center (HF0) (2)	34. 71
30011 - Air Traffic Control Specialist, Station (HF0) (2)	23. 94
30012 - Air Traffic Control Specialist, Terminal (HF0) (2)	26. 36
30021 - Archeol ogi cal Techni ci an I	17. 06
30022 - Archeol ogi cal Techni ci an II	19. 03
30023 - Archeol ogi cal Techni ci an III	23. 76
30030 - Cartographi c Techni ci an	24. 85
30040 - Ci vi l Engi neeri ng Techni ci an	22. 19
30061 - Drafter/CAD Operator I	17. 92
30062 - Drafter/CAD Operator II	20. 06
30063 - Drafter/CAD Operator III	22. 36
30064 - Drafter/CAD Operator IV	27. 51
30081 - Engi neeri ng Techni ci an I	20. 19
30082 - Engi neeri ng Techni ci an II	22. 67
30083 - Engi neeri ng Techni ci an III	25. 37
30084 - Engi neeri ng Techni ci an IV	31. 43
30085 - Engi neeri ng Techni ci an V	38. 44
30086 - Engi neeri ng Techni ci an VI	46. 51
30090 - Envi ronmental Techni ci an	21. 36
30210 - Laboratory Techni ci an	22. 36
30240 - Mathemati cal Techni ci an	26. 31
30361 - Paral egal /Legal Assi stant I	20. 03
30362 - Paral egal /Legal Assi stant II	24. 82
30363 - Paral egal /Legal Assi stant III	30. 35
30364 - Paral egal /Legal Assi stant IV	36. 73
30390 - Photo-Opti cs Techni ci an	24. 85
30461 - Techni cal Writer I	20. 69
30462 - Techni cal Writer II	25. 30
30463 - Techni cal Writer III	30. 61
30491 - Unexpl oded Ordnance (UXO) Techni ci an I	22. 06
30492 - Unexpl oded Ordnance (UXO) Techni ci an II	26. 69
30493 - Unexpl oded Ordnance (UXO) Techni ci an III	31. 99
30494 - Unexpl oded (UXO) Safety Escort	22. 06
30495 - Unexpl oded (UXO) Sweep Personnel	22. 06
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22. 14
30621 - Weather Observer, Seni or (2)	23. 98
31000 - Transportati on/Mobi le Equipment Operati on Occupati ons	
31020 - Bus Ai de	11. 99
31030 - Bus Driver	17. 54
31043 - Driver Couri er	12. 71
31260 - Parking and Lot Attendant	9. 06
31290 - Shuttle Bus Driver	13. 89
31310 - Taxi Driver	13. 98
31361 - Truckdri ver, Li ght	13. 89
31362 - Truckdri ver, Medi um	17. 09
31363 - Truckdri ver, Heavy	18. 40
31364 - Truckdri ver, Tractor-Trai ler	18. 40
99000 - Mi scel laneous Occupati ons	
99030 - Cashi er	10. 03
99050 - Desk Clerk	10. 45
99095 - Embal mer	21. 77
99251 - Laboratory Animal Caretaker I	10. 47
99252 - Laboratory Animal Caretaker II	10. 85
99310 - Morti ci an	27. 25
99410 - Pest Control l er	14. 54
99510 - Photofi ni shi ng Worker	11. 59
99710 - Recycl i ng Laborer	15. 73

J 1 1 Wage Determinations - 05-2103 - Rev 4. txt

99711 - Recycling Specialist	18.72
99730 - Refuse Collector	14.01
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	11.37
99830 - Survey Party Chief	19.76
99831 - Surveying Aide	12.28
99832 - Surveying Technician	18.78
99840 - Vending Machine Attendant	12.61
99841 - Vending Machine Repairer	16.37
99842 - Vending Machine Repairer Helper	12.61

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

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

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

like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

\*\* UNIFORM ALLOWANCE \*\*

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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