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|---|--|--|------------------------------------|---|--|
| SOLICITATION, OFFER, AND AWARD | | 1. Caption: Case Management Services | | Page of Pages 1 49 | |
| 2. Contract Number | 3. Solicitation Number DCJA-2008-R-0005 | 4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency | 5. Date Issued May 14, 2008 | 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside | |
| 7. Issued By: Office of Contracting and Procurement Group VIII 64 New York Avenue, NE, Room 6126 Washington, DC 20002 | | 8. Address Offer to: Office of Contracting and Procurement 64 New York Avenue, NE Room 6126 Washington, DC 20002 | | | |

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 64 New York Avenue, NE, Room 6120, Washington, DC until 2:00 p.m. local time June 16, 2008
(Hour) (Date)

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

| | | | | |
|-----------------------------|-----------------|--------------|----------|--|
| 10. For Information Contact | A. Name | B. Telephone | | C. E-mail Address |
| | Jeanne Sheridan | 202 | 671 4466 | jeanne.sheridan@dc.gov |

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OFFER

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

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

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

| | | |
|----------------------------------|--|--|
| 15A. Name and Address of Offeror | 16. Name and Title of Person Authorized to Sign Offer/Contract | |
| | | |

| | | | |
|--|---|---------------|----------------|
| 15B. Telephone (Area Code) (Number) (Ext) | 15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/> | 17. Signature | 18. Offer Date |
| | | | |

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The District of Columbia Office of Contracting and Procurement (OCP) on behalf of The Department of Human Services (DHS) is seeking a Contractor to provide Case Management Services for participants in its Permanent Supportive Housing Program (PSHP). The PSHP provides long-term housing and case management services to chronically homeless individuals and families with histories of homelessness.

- B.2** The District contemplates award of a firm fixed price contract with a cost-reimbursement component for client expenses in accordance with 27 DCMR, Chapter 24. The Contractor will be paid on a monthly basis based on the number of individuals/family that received Case Management Services within each month.

- B.3 PRICE SCHEDULE – (The Contractor can propose to serve any number of the 400 individuals in Group 1 or the 400 individuals and 80 families in Group 2 or serve any number in both groups**

B.3.1 Base Year

| Contract Line Item No. (CLIN) | Item Description | Estimated Number of Clients | Unit Monthly Price | Total Price (\$) |
|--------------------------------------|---|------------------------------------|---------------------------|---------------------------|
| 0001 | Group 1 - Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 0002 | Group 2 - Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 0002A | Group 2 – Case Management Services | 80 Families | \$ _____ | \$ _____ |
| 0003 | Cost Reimbursement for Client Expenses Group 1 and Group II Individuals- | 400 Individuals | Monthly | NTE \$50 per month |
| 0004 | Cost Reimbursement for Client Expenses- Group II Families | 80 Families | Monthly | NTE \$75 per month |
| Total Project Price | | | \$ _____ | \$ _____ |

B.3.2 Option Year One (1)

| Contract Line Item No. (CLIN) | Item Description | Estimated Number of Clients | Unit Monthly Price | Total Price (\$) |
|--------------------------------------|---|------------------------------------|---------------------------|-------------------------|
| 1001 | Group 1 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 1002 | Group 2 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 1002A | Group 2 – Case Management Services | 80 Families | \$ _____ | \$ _____ |
| 1003 | Cost Reimbursement for Client Expenses Group 1 and Group II - Individuals | 400 Individuals | Monthly | NTE \$50 per month |
| 1004 | Cost Reimbursement for Client Expenses- Group II Families | 80 Families | Monthly | NTE \$75 per month |
| Total Project Price | | | \$ _____ | \$ _____ |

B.3.3 Option Year Two (2)

| Contract Line Item No. (CLIN) | Item Description | Estimated Number of Clients | Unit Monthly Price | Total Price (\$) |
|--------------------------------------|--|------------------------------------|---------------------------|-------------------------|
| 2001 | Group 1 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 2002 | Group 2 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 2002 | Group 2 – Case Management Services | 80 Families | \$ _____ | \$ _____ |
| 2003 | Cost Reimbursement for Client Expenses Group 1 and Group II Individuals- | 400 Individuals | Monthly | NTE \$50 per month |
| 2004 | Cost Reimbursement for Client Expenses- Group II Families | 80 Families | Monthly | NTE \$75 per month |
| Total Project Price | | | \$ _____ | \$ _____ |

B.3.4 Option Year Three

| Contract Line Item No. (CLIN) | Item Description | Estimated Number of Clients | Unit Monthly Price | Total Price (\$) |
|-------------------------------|--|-----------------------------|--------------------|-----------------------|
| 3001 | Group 1 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 3002 | Group 2 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 3002A | Group 2 – Case Management Services | 80 Families | \$ _____ | \$ _____ |
| 3003 | Cost Reimbursement for Client Expenses Group 1 and Group II Individuals- | 400 Individuals | Monthly | NTE \$50 per month |
| 3004 | Cost Reimbursement for Client Expenses- Group II Families | 80 Families | Monthly | NTE \$75 per month |
| Total Project Price | | | \$ _____ | \$ _____ |

B.3.5 Option Year Four (4)

| Contract Line Item No. (CLIN) | Item Description | Estimated Number of Clients | Unit Monthly Price | Total Price (\$) |
|-------------------------------|--|-----------------------------|--------------------|-----------------------|
| 4001 | Group 1 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 4002 | Group 2 – Case Management Services | 400 Individuals | \$ _____ | \$ _____ |
| 4002A | Group 2 – Case Management Services | 80 Families | \$ _____ | \$ _____ |
| 4003 | Cost Reimbursement for Client Expenses Group 1 and Group II Individuals- | 400 Individuals | Monthly | NTE \$50 per month |
| 4004 | Cost Reimbursement for Client Expenses- Group II Families | 80 Families | Monthly | NTE \$75 per month |
| Total Project Price | | | \$ _____ | \$ _____ |

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Office of Contracting and Procurement (OCP) on behalf of The Department of Human Services (DHS) is seeking a Contractor to provide case management services for participants in its Permanent Supportive Housing Program (PSHP). The Permanent Supportive Housing Program provides long-term housing and case management services to chronically homeless individuals and families with histories of homelessness.

C.1.1 GOALS

The goal of the PSHP is to create the enabling conditions for program participants to achieve the following objectives: 1) obtain long-term housing; 2) maintain their housing by complying with any/all lease provisions and local laws; and, 3) achieve the highest level of self-sufficiency possible and improve the overall quality of their lives. The primary objective of the case management services is to assist PSHP participants with achieving the aforementioned objectives. This will be achieved through connecting program participants to supportive services that address their barriers to maintaining their housing and achieving an optimum level of self-sufficiency.

C.1.2 APPLICABLE DOCUMENTS

| Item No. | Document Type | Title | Date |
|----------|---|--|------------|
| 0001 | D.C. Law 16-35; D.C. Official Code § 4-751.01 et seq.). | Homeless Services Reform Act of 2005, effective October 22, 2005 website www.ich.dc.gov | 10/22/2005 |

C.1.3 DEFINITIONS

N/A

C.2 BACKGROUND

There are approximately 1,750 chronically homeless individuals in the District of Columbia. These individuals have long histories of living on the streets, becoming long-term resident of our shelter system, alternating between the streets and shelters, and/or living in institutions (prisons, hospitals, etc.). These individuals are also frequent users of emergencies services, hospital emergency rooms and other programs/services (meal programs, social services, psychiatric services, etc.). Additionally, there are over 200

families in the District of Columbia with histories of homelessness. These families have spent several years in (or rotating in and out of) or shelter system. These individuals and families face several significant barriers that prevent them from obtaining, and/or maintaining, housing and overall stability and self-sufficiency. These barriers include: substance abuse, mental illness, chronic medical illness, disabilities, domestic/family violence; trauma; cognitive deficits; and significant deficits in social skills. In many cases, these individuals and families have been provided with shelter, supportive/social services and/or housing assistance from multiple sources on multiple occasions over the course of many years. Unfortunately, the services and assistance have been provided in an uncoordinated manner. Additionally, the aforementioned barriers that these individuals and families face are so significant and pervasive in many cases that these individuals and families may not be able to maintain housing and overall stability without ongoing housing assistance and supportive services. The purpose of the PSHP is to meet the needs of this population in a coordinated manner.

C.2.1 Target Population

The general target populations for the PSHP are chronically homeless individuals and families with histories of homelessness. The specific populations are individuals and families living on the streets, in city shelters or other institutions that have experienced long-term homelessness and are particularly vulnerable to possible death or other severely debilitating conditions as a direct result of being homeless. Approximately 800 individuals and 80 families will receive case management services through this solicitation. Individuals and families to be served through this solicitation will be directly assigned to organizations awarded contracts by DHS.

C.2.2 Program Description

The PSHP is an initiative developed to provide permanent housing and supportive services to chronically homeless individuals and families with histories of homelessness to ensure housing stabilization, maximum levels of self-sufficiency and an overall better quality of life for this population. The first phase of this program is to assess chronically homeless individuals and families with histories of homelessness who are living on the streets, in shelters and other institutions. The second phase is to place individuals and families into long-term housing. The third phase is to provide effective case management to ensure that individuals and families are connected to needed support services and achieve the highest degree of stabilization and self-sufficiency possible.

The long-term housing provided under the PSHP for individuals and families to be served through this solicitation will consist of apartments and homes scattered throughout the District of Columbia. These apartments and homes are privately owned, but the rent/lease costs are subsidized by DHS. The apartments will be located in buildings with other individuals and/or families who are not PSHP participants. Under the PSHP, the majority of client contact for the purposes of providing case management services will be provided in the home and/or community of the client as opposed to the office of the case manager.

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There will be two groups of individuals/families to be served through this Solicitation. The first group ("Group I") consists of 400 individuals who will have completed the first phase of the PSHP (assessment) and will in the process of completing the second phase

(housing placement). All Group I participants will need case management services immediately upon award and execution of the contract(s). The contract period for services provided to Group I will begin on July 1, 2008, and the Contractor must be ready to begin providing services on this date. The second group ("Group II") will consist of 400 individuals and 80 families. The 400 individuals in Group II will have completed the first phase (assessment) of the PSHP and will be in the process of completing the second phase (Housing Placement). The 80 families in Group II will be beginning the first phase (assessment) of the PSHP. The contract period for services provided to Group II will begin on October 1, 2008, and the Contractor must be ready to begin providing services to the 400 individuals in Group I on this date. The 80 families in Group II will not need case management services at the beginning of the contract period. These families will begin completing the first stage of the program at this time and it is anticipated that they will need case management services beginning January 2, 2009.

The Contractor may propose to serve any number of the 400 individuals in Group I, or the 400 individuals and 80 families in Group II. The Contractor may also propose to serve individuals and/or families from both groups. Additionally, the Contractor may propose to serve a specific population (e.g., individuals, families, women, men) or individuals and/or families experiencing specific barriers (e.g., substance abuse, mental health, domestic violence, etc.) as their primary impediment to maintaining housing, overall stability and self-sufficiency. Contractor must specify in their proposal; how many individuals and/or families they are proposing to serve within each group (i.e., a maximum number), whether they intend to focus on a specific population (i.e., men) or all populations and whether they intend to exclusively serve individual and/or families with certain specific primary barriers (i.e., substance abuse) or any/all primary barriers. DHS may award several contracts for services for each group under this Solicitation.

C.3 REQUIREMENTS

- C.3.1 The Contractor shall provide the following Case Management Services as set forth in Section C.3.1.2 thru C.3.11.2.
- C.3.1.1 The Contractor shall assist program participants with housing placement.
- C.3.1.2 The Contractor shall develop and revise service plans for (and in collaboration with) program participants.
- C.3.1.3 The Contractor shall refer program participants to needed supportive services to achieve service plan goals.
- C.3.1.4 The Contractor shall ensure that program participants are receiving and engaged in needed supportive services.
- C.3.1.5 The Contractor shall coordinate, monitor and evaluate supportive services provided to program participants.
- C.3.1.6 The Contractor shall monitor and track program participant's progress towards service plan goals.

- C.3.1.7 The Contractor shall monitor program participant's compliance with their housing lease and PSHP rules.
- C.3.1.8 The Contractor shall monitor program participant's general health and safety.
- C.3.1.9 The Contractor shall serve as advocate for program participants.
- C.3.1.10 The Contractor shall serve as mediator/liaison between program participants, their landlords and service providers.
- C.3.1.11 The Contractor shall maintain confidential client records.
- C.3.1.12 The Contractor shall comply with all related Federal and local confidentially laws.
- C.3.1.13 The Contractor shall submit all requested program and financial information to the COTR for evaluation and auditing purposes.
- C.3.1.14 The Contractor shall report any/all suspected child abuse and neglect to the appropriate authority.
- C.3.1.15 The Contractor shall comply with all provisions of the Homeless Services Reform Act and corresponding regulations.
- C3.1.16 The Contractor shall be registered as a company in good standing with the District of Columbia Department of Consumer and Regulatory Affairs and appropriately incorporated and licensed.
- C.3.1.17 The Contractor shall provide services in accordance with all existing federal and District of Columbia Laws, rules and regulation, including relevant District and local jurisdiction licensure requirements, and consistent with policies, procedures and standards promulgated by the Department of Human Services
- C.3.2** The District Responsibilities are as follows:
 - C.3.2.1 The District will ensure that program participants complete first two (2) phases of the PSHP.
 - C.3.2.2 The District will provide adequate orientation and training to contractors to enable them to fulfill their responsibilities.
 - C.3.2.3 The District will provide adequate support, technical assistance and resources to contractors to enable them to fulfill their responsibilities.
 - C.3.2.4 The District will assign program participants to contractors.
 - C.3.2.5 The District will ensure that housing subsidies are provided to landlords to ensure housing stability for program participants.

- C.3.2.6 The District will ensure that apartments/homes for program participants are inspected to ensure the health and safety of program participants.
- C.3.2.7 The District will serve as liaison between case management contractors and other contractors, service providers and vendors under the PSHP.
- C.3.2.8 The District will ensure that all other contractors, service providers and vendors under the PSHP comply with all provisions of the Homeless Services Reform Act and corresponding regulations.
- C.3.3 Case Load Standards**
- C.3.3.1 Caseloads for case managers serving individuals through this solicitation shall not exceed 15 individuals. Caseloads for case managers serving families through this solicitation shall not exceed 10 families.
- C.3.4 Client Contact Standards**
- C.3.4.1 Case managers will be required to have a minimum of one (1) contact per week with individuals/families during the first three (3) months of providing services. This contact must be face-to-face and must take place in the home or community of the individual/family. After the first three (3) months of services, case managers will be required to have a minimum of three (3) contacts per month with individuals/families. Of these three (3) contacts, one (1) must be face-to-face and must take place in the home or community of the individual/family.
- C.3.5 Standards for Client Connection to Supportive Services**
- C.3.5.1 Case managers will be required to ensure that individuals/families are actually connected to, and engaged in, supportive services as outlined in their service plan and not simply referred to programs. Additionally, case managers will be required to evaluate the efficacy of supportive services their clients are receiving.
- C.3.6 Confidentiality**
- C.3.6.1 Contractor awarded contracts through this solicitation must keep information concerning clients strictly confidential and shall not be divulged to unauthorized persons. Contractor must demonstrate an ability to maintain the confidentiality of client's information and adhere to all Federal and local laws related to confidentiality.
- C.3.7 Quality Assurance**
- C.3.7.1 The Contractor shall monitor and evaluate activities of staff performing services under this solicitation. At a minimum, the Contractor shall include a review of the appropriateness, quality and effectiveness of services.
- C.3.7.2 The Contractor shall be responsible for specific documentation of services provided to clients, updates on both progress as well as any issues which may arise.

C.3.7.3 The Contractor shall involve clients in the development service evaluations.

C.3.7.4 The Contractor shall develop and comply with, a process for receiving, investigating and addressing client complaints and client requests for reassignment of their case manager.

C.3.8. Reports

C.3.8.1 Contractor shall submit a case management monthly report to the COTR by the 10th day of each month (reflecting activities for the previous month). The COTR will develop the specific format for the monthly reports. This report will minimally include the following information.

- a) A listing of the organizations overall caseload.
- b) General demographic information on clients within the caseload.
- c) A description of the contact (frequency and type) with each client.
- d) A description of the services clients are engaged in and the efficacy of those services.
- e) Levels of client participation.
- f) Progress towards client service plan goals.
- g) A listing of all staff working under the contract and their individual caseloads.
- h) A listing and explanation of any/all concerns/issues related to clients or other matters.
- i) Financial expenditures and requests related to contract/program activity.
- j) Description of any/all unusual incidents.

C.3.8.2 In addition to the case management monthly report, additional reports (annual Case Management reports, client specific reports, etc.) and client information shall be required upon request.

C.3.9. Records

C.3.9.1 The Contractor shall keep accurate and secure case records for assigned clients. These case records shall include client assessments, service plans, contact notes, progress notes, service referrals, documentation of client connection to (and engagement in) supportive services, unusual incidents.

C.3.9.2 The Contractor shall keep records of overall activities, evaluations of supportive services, and files on all staff engaged in services through this solicitation. To ensure confidentiality and security, The Contractor shall keep records in a locked file controlled by appropriate applicant staff. The Contractor shall retain records for at least three (3) years following the termination of any contract. The Contractor shall demonstrate an ability to ensure the confidentiality and security of records in their proposal(s).

C.3.10 Monitoring & Evaluation

C.3.10.1 The COTR & the Monitoring Unit within the Department of Humans Service will monitor and evaluate the performance of the Contractor in accordance with the scope of work and related service delivery standards as set forth in this solicitation. The COTR will make periodic scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. The COTR will interview PSHP participants to get their feedback on the efficacy of the case management services being provided.

C.3.11 Sample of Funding & Budget

C.3.11.1 The Contractor shall develop a budget to be submitted with their proposal. The budget shall include all projected fees and expenses related to the provision of case management services throughout this solicitation. The District will provide funding for case management services under this solicitation in three (3) categories; direct service fees, administrative fees and client expenses. The direct service fee is the cost associated with the direct case management service (e.g., salary/per diem, travel expenses, supplies and materials for case managers). The administrative fee is cost associated with providing support to case mangers (e.g., supervision, office space, payroll management, etc.). Client expenses are those costs associated with providing clients with what they need to achieve stabilization and their service plan goals (e.g., transportation assistance, clothing, meal vouchers, etc.).

C.3.11.2 The Contractor must submit a proposed budget that lists direct service and administrative fees on a per client, per month basis. The direct service fee shall be based on a monthly cost for providing the case management service as described above (e.g., \$600 per month per individual and \$650 per month per family). The administrative fee shall be based on a monthly cost for administrative support as described above. This fee shall not exceed 10% of the proposed direct service fee (e.g., \$60 per month per client for individuals and \$65 per month per client for families). The client expenses shall be based on a cost for the projected assistance to be provided. This fee should be included as a combined monthly average of what the projected need for all clients on an Contractor’s caseload (e.g., \$5,000 per month for 150 clients). The Contractor may decide not to include an estimated cost for client expenses and just request reimbursement each month as expenses are incurred. Proposals must specify how many individuals and/or families will be served. An example of a proposed budget based on the examples listed above would be as follows.

| | | |
|--------------------------|--|----------------------------|
| Number of Clients: | 100 individuals | 50 families |
| Direct Service Fee: | \$600 per month per individual | \$650 per month per family |
| Administrative Fee: | \$60 per month per individual | \$65 per month per family |
| Client Expenses: | \$5,000 per month for all clients | |
| <hr/> | | |
| Total Requested Funding: | \$106,750 per month / \$1,281,000 per year | |

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION F: DELIVERIES OR PERFORMANCE**F.1 TERM OF CONTRACT**

The term of the contract shall be one year from date of award specified on the cover page of the contract.

F.2 DELIVERABLES

| CLIN | Deliverable | Quantity | Format/Method of Delivery | Due Date | To Whom |
|-----------------------|--------------------------------|-----------------|----------------------------------|--|----------------|
| 0001 (See C.3.8.1) | Case Management Monthly Report | 1 | Hard Copy & Electronic | 10 th day of each month by 12:00 Noon | COTR |
| 0001 (See C.3.8.2) | Client Specific Report | 1 | Hard copy (plus electronic) | When Requested | COTR |
| 0001 (See C.3.8.2) | Client Information Report | 1 | Hard Copies | When Requested | COTR |
| 0001 (See C.3.8.2) | Annual Case Management Report | 1 | Hard copy (plus electronic) | 30 days after contract ends | COTR |

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

SECTION G : CONTRACT ADMINISTRATION DATA**G.1 INVOICE PAYMENT**

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

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

G.2 INVOICE SUBMITTAL

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

Name: Kristie Steel
Agency Fiscal Officer
Address: Department of Human Services
64 New York Avenue NE 6th Floor
Washington, D.C. 20002
Telephone: 202-671-4242

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

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

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

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

Ms. Susie King
Department of Human Services
2146 24th Place, NE
Washington, DC 20018
Telephone: 202-541-3915

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

G.10 COST REIMBURSEMENT CEILING

- a) Cost reimbursement ceilings for this contract are set forth in ***Section B.3 of the Schedule***.
- b) The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in ***Section B.3 of the Schedule*** as set forth in the contract.
- c) The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.

- d) The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- e) As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- f) The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in B.3 listed in the Contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.3 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.
- g) No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- h) If any cost reimbursement ceiling specified in B.3 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- i) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

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

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.6 PROTECTION OF PROPERTY:

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

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

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

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

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

- H.9.1** Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.9.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.10 Child and Youth, Safety and Health Omnibus Amendment Act of 2004

The Contractor agrees to comply with Title II of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*)(2006 Supp.), as amended by Title II of the Omnibus Public Safety Amendment Act of 2006, effective April 24, 2007 (D.C. Law 16-306; 54 DCR 6577) and its implementing regulations at Chapter 5 of 27 DCMR."

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

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

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

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and

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

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

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 COST-REIMBURSEMENT CONTRACTS

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

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

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

J.1.2 Living Wage Act Fact Sheet

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

J.1.4 Past Performance Evaluation Form

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

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

| | |
|--|-----------------------|
| | EXCLUDED END PRODUCTS |
| | COUNTRY OF ORIGIN |

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

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

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

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

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

K.7 TAX CERTIFICATION

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

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

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.: **DCJA-2008-R-0005** – Case Management Services".

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

L.2.1 Technical Proposals shall be organized and presented in the following three (3) separate sections:

Section 1 – Technical Approach

- Standards for Case Manager
- Client Record
- Work Plan
- Sample Work Product

Section 2 – Technical Expertise

- Firm Description & Statement of Qualifications
- Personnel & Staffing
- Sound Fiscal Management
- References

Section 3 – Attachments

L.2.1.1 Section 1 Technical Approach:

Standards for Case Manager: Identify the methodology on meeting the proposed standards for meeting the case manager caseload size, client contact and client connection to supportive services.

Client Record: Provide evidence of the ability to ensure the confidentiality and security of records.

Work Plan: State the proposed methodology for delivering case management services; a detailed description of the clients to be served by group (Group I and/or Group II), amount (total number to be served by category), population (individuals, families, men, women, etc.) and/or barrier specific type (substance abuse, mental illness, etc.); an detailed outline for meeting all the goals and objectives listed in this solicitation ; an outline for carrying out the contractor responsibilities listed in this solicitation; a detailed outline for meeting and/or exceeding the service as stated in this solicitation; a detailed outline for adhering to requirements for confidentiality as well as maintaining and securing records; and, a detailed outline for complying with quality assurance requirements, as required by the scope of work.

Sample Work Product: Provide a copy of similar services that were conducted by the offeror for another agency for services similar to those requested in this solicitation.

L.2.1.2 Technical Expertise:

Firm Description & Statement of Qualifications: Provide a brief description of the firm and its qualifications to undertake this project. The District is particularly interested in the firm's staff experience and qualifications relevant to the Scope of Services and the specific roles they played in past similar projects. Also, provide a roster of board of director or listing of business owners.

Personnel & Staffing: Identify and provide resumes for all personnel who will have responsibility for performing the proposed Scope of Work. Indicate the level of effort each staff person shall have on case management services. Indicate the organization of the proposed staff. If the proposal involves a team submission, explain how the team will be organized to ensure adequate communication and performance among the firms in the team arrangement. Personnel performing case management services must have the following minimum qualifications:

A bachelor's degree in social work, psychology, sociology, and counseling or other related social service/science disciplines and two (2) years experience providing case management services.
Certification and/or licensure in a relevant discipline (e.g., certified

additions counselor) may substitute for education requirement. Any/all staff supervising case managers providing services under this solicitation must possess a Master's Degree in social work, psychology, sociology, counseling or other related social service/science disciplines and two (2) years experience supervising case managers. Having the highest level of licensure as a social worker, psychologist or counselor may substitute for the supervisory experience.

Sound Fiscal Management: Provide evidence of sound fiscal management and financial recordkeeping system.

References: Provide the address, phone number, and e-mail address of at least three (3) public agencies outside of the Government of the District of Columbia who have engaged the firm for related projects or services. Offerors shall have its client references complete Attachment J.1.4 – Past Performance Evaluation Form and return the form directly to Jeanne Sheridan via fax at (202) 671-4469 no later than June 16, 2008 by 2:00 PM (EST).

L.2.1.3 Section 3 - Attachments:

The Offeror shall provide in this section the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments J.2.1, J.2.2, & J.2.3, of this solicitation;
- C. Representations and Certifications and other statements of the Offeror in Section K shall be completed and signed;
- D. Copy of Valid Business License
- E. Documentation of incorporation
- F. Audited financial statements

L.2.2 Price Proposal - The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal in response to Section B. The Offeror's price proposal will be evaluated separately from the Technical Proposal. The offeror shall include in its price proposal the following:

- a) Complete Price Schedule (Section B) showing the total proposed price for project inclusive of all costs and price breakdown by Group
- b) A detailed budget outline (as described in the funding and budget section of this solicitation)

- c) A detailed budget narrative explaining and justifying the overall budget, or a reference to an attached budget outline and narrative including the same information.
- c) Cost/Price data – Attachment J.2.4

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

L.3.1 Proposal Submission

Proposals must be submitted no later than Monday, *June 16, 2008 by 2:00 PM (EST)*. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 Pre-Proposal Conference

A pre-proposal conference will be held at **10:00 a.m.** on **May 21, 2008** at 64 New York Ave., Room 6120, Washington, DC 20002. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

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

L.3.3 Withdrawal or Modification of Proposals

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

L.3.4 Postmarks

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

L.3.5 Late Modifications

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

L.3.6 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

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

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, **64 New York Ave., NE, Room 6118** by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

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

Jean Wright
Contracting Officer
Office of Contracting and Procurement
64 New York Ave., NE, Room 6126
Washington, DC 20002
Telephone: 202-671-4463/jean.wright@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD**

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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 Proposal Evaluation

- M.3.1 The technical evaluation criteria set forth below has been developed by agency technical personnel and has been tailored to the requirements of this particular solicitation. The offeror is informed that the criteria (1) serve as the standard against which all proposals will be evaluated and (2) serve to identify the significant matters which the offeror should specifically address in complying with the requirements of this solicitation.
- M.3.2 The Offerors' technical proposal and price proposal shall be evaluated separately. Offers are advised that the technical and price proposals will be evaluated by the District based on the criteria outlined below.
- M.3.3 Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

| | |
|---------------------|-------------|
| Technical approach | 0-40 points |
| Technical expertise | 0-30 points |
| Past performance | 0-10 points |

M.4.1 TECHNICAL CRITERIA (80 Points)**Factor 1: Technical approach****40 Points**

- Offeror has proposed an acceptable methodology and approach to accomplish the technical components of the requirements in Section C, which demonstrates the offeror understands the objectives, scope, targeted population to be served, deliverables, and possesses an ability to comply with the schedule.
- Offeror has presented a work plan for delivery of services that is responsive to the project.
- Offeror has a clear and definitive plan to evaluate the effectiveness of services rendered by case managers and supportive services consistent with the quality assurance and the contractor's responsibilities as stated in Section C - requirements.

Factor 2: Technical expertise**30 Points**

- Offer has demonstrated its experience and qualifications as described in Section C of the Solicitation.
- Offer has demonstrated sound fiscal management and financial recordkeeping system.

Factor 3: Past performance

10 Points

- Offeror has demonstrated its successful completion of similar projects.

M.4.2 PRICE CRITERIA

(20 Points)

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

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

M.4.3 PREFERENCE (12 Points)

M.4.4 TOTAL (112 Points)

M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.5.1 General Preferences

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

- M.5.1.1 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.5.1.2 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.3 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.5.1.4 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.5.1.5 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.5.1.6 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.5.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three 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.5.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-

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

M.5.3 Maximum Preference Awarded

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

M.5.4 Preferences for Certified Joint Ventures

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

M.5.5 Vendor Submission for Preferences

M.5.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.5.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

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

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

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

J.1.1

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

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

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

William W.Gross Division of
Director Wage Determinations

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

States: District of Columbia, Maryland, Virginia

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

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

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

DCJA-2008-R-0005

Case Management Services

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| 01533 - Travel Clerk III | 13.99 |
| 01611 - Word Processor I | 13.76 |
| 01612 - Word Processor II | 15.60 |
| 01613 - Word Processor III | 18.43 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 25.26 |
| 05010 - Automotive Electrician | 21.37 |
| 05040 - Automotive Glass Installer | 20.14 |
| 05070 - Automotive Worker | 20.14 |
| 05110 - Mobile Equipment Servicer | 17.31 |
| 05130 - Motor Equipment Metal Mechanic | 22.53 |
| 05160 - Motor Equipment Metal Worker | 20.14 |
| 05190 - Motor Vehicle Mechanic | 22.53 |
| 05220 - Motor Vehicle Mechanic Helper | 16.81 |
| 05250 - Motor Vehicle Upholstery Worker | 19.66 |
| 05280 - Motor Vehicle Wrecker | 20.14 |
| 05310 - Painter, Automotive | 21.37 |
| 05340 - Radiator Repair Specialist | 20.14 |
| 05370 - Tire Repairer | 14.43 |
| 05400 - Transmission Repair Specialist | 22.53 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.18 |
| 07041 - Cook I | 11.97 |
| 07042 - Cook II | 13.28 |
| 07070 - Dishwasher | 9.76 |
| 07130 - Food Service Worker | 10.25 |
| 07210 - Meat Cutter | 16.07 |
| 07260 - Waiter/Waitress | 8.59 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 18.05 |
| 09040 - Furniture Handler | 12.78 |
| 09080 - Furniture Refinisher | 18.39 |
| 09090 - Furniture Refinisher Helper | 14.11 |
| 09110 - Furniture Repairer, Minor | 16.31 |
| 09130 - Upholsterer | 18.05 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 9.67 |
| 11060 - Elevator Operator | 9.79 |
| 11090 - Gardener | 15.70 |
| 11122 - Housekeeping Aide | 10.89 |
| 11150 - Janitor | 10.89 |
| 11210 - Laborer, Grounds Maintenance | 12.07 |
| 11240 - Maid or Houseman | 10.84 |
| 11260 - Pruner | 11.37 |
| 11270 - Tractor Operator | 14.19 |
| 11330 - Trail Maintenance Worker | 12.07 |
| 11360 - Window Cleaner | 11.31 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 16.06 |
| 12011 - Breath Alcohol Technician | 17.67 |
| 12012 - Certified Occupational Therapist Assistant | 20.31 |
| 12015 - Certified Physical Therapist Assistant | 19.99 |
| 12020 - Dental Assistant | 16.90 |
| 12025 - Dental Hygienist | 40.68 |
| 12030 - EKG Technician | 24.34 |
| 12035 - Electroneurodiagnostic Technologist | 24.34 |
| 12040 - Emergency Medical Technician | 17.67 |
| 12071 - Licensed Practical Nurse I | 18.60 |
| 12072 - Licensed Practical Nurse II | 20.82 |
| 12073 - Licensed Practical Nurse III | 21.79 |
| 12100 - Medical Assistant | 14.23 |

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|--|-------|
| 12130 - Medical Laboratory Technician | 18.04 |
| 12160 - Medical Record Clerk | 14.96 |
| 12190 - Medical Record Technician | 16.67 |
| 12195 - Medical Transcriptionist | 16.46 |
| 12210 - Nuclear Medicine Technologist | 28.93 |
| 12221 - Nursing Assistant I | 9.75 |
| 12222 - Nursing Assistant II | 10.96 |
| 12223 - Nursing Assistant III | 12.99 |
| 12224 - Nursing Assistant IV | 14.58 |
| 12235 - Optical Dispenser | 16.67 |
| 12236 - Optical Technician | 14.41 |
| 12250 - Pharmacy Technician | 15.75 |
| 12280 - Phlebotomist | 14.58 |
| 12305 - Radiologic Technologist | 27.61 |
| 12311 - Registered Nurse I | 24.92 |
| 12312 - Registered Nurse II | 31.22 |
| 12313 - Registered Nurse II, Specialist | 31.22 |
| 12314 - Registered Nurse III | 37.77 |
| 12315 - Registered Nurse III, Anesthetist | 37.77 |
| 12316 - Registered Nurse IV | 45.28 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 18.04 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 18.55 |
| 13012 - Exhibits Specialist II | 23.33 |
| 13013 - Exhibits Specialist III | 28.11 |
| 13041 - Illustrator I | 18.73 |
| 13042 - Illustrator II | 23.42 |
| 13043 - Illustrator III | 28.82 |
| 13047 - Librarian | 25.45 |
| 13050 - Library Aide/Clerk | 12.52 |
| 13054 - Library Information Technology Systems Administrator | 22.99 |
| 13058 - Library Technician | 17.88 |
| 13061 - Media Specialist I | 16.58 |
| 13062 - Media Specialist II | 18.55 |
| 13063 - Media Specialist III | 20.68 |
| 13071 - Photographer I | 14.67 |
| 13072 - Photographer II | 17.18 |
| 13073 - Photographer III | 21.52 |
| 13074 - Photographer IV | 26.05 |
| 13075 - Photographer V | 29.15 |
| 13110 - Video Teleconference Technician | 16.58 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 16.72 |
| 14042 - Computer Operator II | 18.71 |
| 14043 - Computer Operator III | 20.86 |
| 14044 - Computer Operator IV | 23.18 |
| 14045 - Computer Operator V | 25.66 |
| 14071 - Computer Programmer I (1) | 21.60 |
| 14072 - Computer Programmer II (1) | 26.37 |
| 14073 - Computer Programmer III (1) | 27.62 |
| 14074 - Computer Programmer IV (1) | 27.62 |
| 14101 - Computer Systems Analyst I (1) | 27.62 |
| 14102 - Computer Systems Analyst II (1) | 27.62 |
| 14103 - Computer Systems Analyst III (1) | 27.62 |
| 14150 - Peripheral Equipment Operator | 16.72 |
| 14160 - Personal Computer Support Technician | 23.18 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 34.39 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 42.72 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 50.66 |
| 15050 - Computer Based Training Specialist / Instructor | 31.26 |

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| 15060 - Educational Technologist | 29.09 |
| 15070 - Flight Instructor (Pilot) | 50.66 |
| 15080 - Graphic Artist | 24.95 |
| 15090 - Technical Instructor | 23.87 |
| 15095 - Technical Instructor/Course Developer | 29.19 |
| 15110 - Test Proctor | 19.04 |
| 15120 - Tutor | 19.04 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 8.95 |
| 16030 - Counter Attendant | 8.95 |
| 16040 - Dry Cleaner | 12.21 |
| 16070 - Finisher, Flatwork, Machine | 8.95 |
| 16090 - Presser, Hand | 8.95 |
| 16110 - Presser, Machine, Drycleaning | 8.95 |
| 16130 - Presser, Machine, Shirts | 8.95 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 8.95 |
| 16190 - Sewing Machine Operator | 12.30 |
| 16220 - Tailor | 13.01 |
| 16250 - Washer, Machine | 9.81 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 18.95 |
| 19040 - Tool And Die Maker | 23.05 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 17.26 |
| 21030 - Material Coordinator | 21.29 |
| 21040 - Material Expediter | 21.29 |
| 21050 - Material Handling Laborer | 12.65 |
| 21071 - Order Filler | 13.21 |
| 21080 - Production Line Worker (Food Processing) | 17.28 |
| 21110 - Shipping Packer | 14.46 |
| 21130 - Shipping/Receiving Clerk | 14.46 |
| 21140 - Store Worker I | 10.44 |
| 21150 - Stock Clerk | 14.35 |
| 21210 - Tools And Parts Attendant | 17.26 |
| 21410 - Warehouse Specialist | 17.26 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 25.68 |
| 23021 - Aircraft Mechanic I | 24.46 |
| 23022 - Aircraft Mechanic II | 25.68 |
| 23023 - Aircraft Mechanic III | 26.97 |
| 23040 - Aircraft Mechanic Helper | 16.61 |
| 23050 - Aircraft, Painter | 23.42 |
| 23060 - Aircraft Servicer | 18.71 |
| 23080 - Aircraft Worker | 19.90 |
| 23110 - Appliance Mechanic | 20.60 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 24.98 |
| 23130 - Carpenter, Maintenance | 20.36 |
| 23140 - Carpet Layer | 18.70 |
| 23160 - Electrician, Maintenance | 25.37 |
| 23181 - Electronics Technician Maintenance I | 22.08 |
| 23182 - Electronics Technician Maintenance II | 23.44 |
| 23183 - Electronics Technician Maintenance III | 24.70 |
| 23260 - Fabric Worker | 17.90 |
| 23290 - Fire Alarm System Mechanic | 21.46 |
| 23310 - Fire Extinguisher Repairer | 16.50 |
| 23311 - Fuel Distribution System Mechanic | 22.81 |
| 23312 - Fuel Distribution System Operator | 19.38 |
| 23370 - General Maintenance Worker | 20.91 |
| 23380 - Ground Support Equipment Mechanic | 24.46 |
| 23381 - Ground Support Equipment Servicer | 18.71 |

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| 23382 - Ground Support Equipment Worker | 19.90 |
| 23391 - Gunsmith I | 16.50 |
| 23392 - Gunsmith II | 19.18 |
| 23393 - Gunsmith III | 21.46 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 21.96 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | |
| 23.13 | |
| 23430 - Heavy Equipment Mechanic | 21.46 |
| 23440 - Heavy Equipment Operator | 21.46 |
| 23460 - Instrument Mechanic | 21.46 |
| 23465 - Laboratory/Shelter Mechanic | 20.36 |
| 23470 - Laborer | 14.27 |
| 23510 - Locksmith | 19.76 |
| 23530 - Machinery Maintenance Mechanic | 21.77 |
| 23550 - Machinist, Maintenance | 21.52 |
| 23580 - Maintenance Trades Helper | 15.10 |
| 23591 - Metrology Technician I | 21.46 |
| 23592 - Metrology Technician II | 22.61 |
| 23593 - Metrology Technician III | 23.72 |
| 23640 - Millwright | 23.30 |
| 23710 - Office Appliance Repairer | 21.00 |
| 23760 - Painter, Maintenance | 20.36 |
| 23790 - Pipefitter, Maintenance | 22.76 |
| 23810 - Plumber, Maintenance | 20.99 |
| 23820 - Pneudraulic Systems Mechanic | 21.46 |
| 23850 - Rigger | 21.46 |
| 23870 - Scale Mechanic | 19.18 |
| 23890 - Sheet-Metal Worker, Maintenance | 21.46 |
| 23910 - Small Engine Mechanic | 20.05 |
| 23931 - Telecommunications Mechanic I | 25.22 |
| 23932 - Telecommunications Mechanic II | 26.58 |
| 23950 - Telephone Lineman | 24.43 |
| 23960 - Welder, Combination, Maintenance | 21.46 |
| 23965 - Well Driller | 21.46 |
| 23970 - Woodcraft Worker | 21.46 |
| 23980 - Woodworker | 16.50 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 11.58 |
| 24580 - Child Care Center Clerk | 16.15 |
| 24610 - Chore Aide | 9.58 |
| 24620 - Family Readiness And Support Services Coordinator | 12.95 |
| 24630 - Homemaker | 16.75 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 24.98 |
| 25040 - Sewage Plant Operator | 20.23 |
| 25070 - Stationary Engineer | 24.98 |
| 25190 - Ventilation Equipment Tender | 17.56 |
| 25210 - Water Treatment Plant Operator | 20.23 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 17.66 |
| 27007 - Baggage Inspector | 11.51 |
| 27008 - Corrections Officer | 19.83 |
| 27010 - Court Security Officer | 23.26 |
| 27030 - Detection Dog Handler | 17.66 |
| 27040 - Detention Officer | 19.83 |
| 27070 - Firefighter | 22.39 |
| 27101 - Guard I | 11.51 |
| 27102 - Guard II | 17.66 |
| 27131 - Police Officer I | 23.94 |
| 27132 - Police Officer II | 26.60 |

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| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 12.35 |
| 28042 - Carnival Equipment Repairer | 13.30 |
| 28043 - Carnival Equipment Worker | 8.40 |
| 28210 - Gate Attendant/Gate Tender | 13.01 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 14.56 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.62 |
| 28515 - Recreation Specialist | 18.04 |
| 28630 - Sports Official | 11.59 |
| 28690 - Swimming Pool Operator | 16.85 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 20.55 |
| 29020 - Hatch Tender | 20.55 |
| 29030 - Line Handler | 20.55 |
| 29041 - Stevedore I | 19.18 |
| 29042 - Stevedore II | 21.64 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (2) | 34.71 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (2) | 23.94 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (2) | 26.36 |
| 30021 - Archeological Technician I | 17.06 |
| 30022 - Archeological Technician II | 19.03 |
| 30023 - Archeological Technician III | 23.76 |
| 30030 - Cartographic Technician | 24.85 |
| 30040 - Civil Engineering Technician | 22.19 |
| 30061 - Drafter/CAD Operator I | 17.92 |
| 30062 - Drafter/CAD Operator II | 20.06 |
| 30063 - Drafter/CAD Operator III | 22.36 |
| 30064 - Drafter/CAD Operator IV | 27.51 |
| 30081 - Engineering Technician I | 20.19 |
| 30082 - Engineering Technician II | 22.67 |
| 30083 - Engineering Technician III | 25.37 |
| 30084 - Engineering Technician IV | 31.43 |
| 30085 - Engineering Technician V | 38.44 |
| 30086 - Engineering Technician VI | 46.51 |
| 30090 - Environmental Technician | 21.36 |
| 30210 - Laboratory Technician | 22.36 |
| 30240 - Mathematical Technician | 26.31 |
| 30361 - Paralegal/Legal Assistant I | 20.03 |
| 30362 - Paralegal/Legal Assistant II | 24.82 |
| 30363 - Paralegal/Legal Assistant III | 30.35 |
| 30364 - Paralegal/Legal Assistant IV | 36.73 |
| 30390 - Photo-Optics Technician | 24.85 |
| 30461 - Technical Writer I | 20.69 |
| 30462 - Technical Writer II | 25.30 |
| 30463 - Technical Writer III | 30.61 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.06 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 26.69 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 31.99 |
| 30494 - Unexploded (UXO) Safety Escort | 22.06 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.06 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (2) | 22.14 |
| 30621 - Weather Observer, Senior (2) | 23.98 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 11.99 |
| 31030 - Bus Driver | 17.54 |
| 31043 - Driver Courier | 12.71 |
| 31260 - Parking and Lot Attendant | 9.06 |
| 31290 - Shuttle Bus Driver | 13.89 |
| 31310 - Taxi Driver | 13.98 |

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| 31361 - Truckdriver, Light | 13.89 |
| 31362 - Truckdriver, Medium | 17.09 |
| 31363 - Truckdriver, Heavy | 18.40 |
| 31364 - Truckdriver, Tractor-Trailer | 18.40 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 10.45 |
| 99095 - Embalmer | 21.77 |
| 99251 - Laboratory Animal Caretaker I | 10.47 |
| 99252 - Laboratory Animal Caretaker II | 10.85 |
| 99310 - Mortician | 27.25 |
| 99410 - Pest Controller | 14.54 |
| 99510 - Photofinishing Worker | 11.59 |
| 99710 - Recycling Laborer | 15.73 |
| 99711 - Recycling Specialist | 18.72 |
| 99730 - Refuse Collector | 14.01 |
| 99810 - Sales Clerk | 11.87 |
| 99820 - School Crossing Guard | 11.37 |
| 99830 - Survey Party Chief | 19.76 |
| 99831 - Surveying Aide | 12.28 |
| 99832 - Surveying Technician | 18.78 |
| 99840 - Vending Machine Attendant | 12.61 |
| 99841 - Vending Machine Repairer | 16.37 |
| 99842 - Vending Machine Repairer Helper | 12.61 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

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

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night

differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

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

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

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

** UNIFORM ALLOWANCE **

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government

contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

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

J.1.2

Living Wage Act Fact Sheet



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

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

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

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

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

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

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

ENFORCEMENT

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

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

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

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

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

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The Living Wage Act of 2006 – Draft Notice

“THE LIVING WAGE ACT OF 2006”

Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2008, the living wage rate is \$12.10.

The requirement to pay a living wage applies to:

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

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

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

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

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

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

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

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

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

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

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002

(202) 671-1880

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PAST PERFORMANCE EVALUATION FORM

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

| Performance Elements | RATING (See Rating Guidelines on Page 2) | | | | | |
|---------------------------|--|----------|----------------|--------------------------|----------|------------------|
| | 5 – Excellent | 4 – Good | 3 – Acceptable | 2 – Minimally Acceptable | 1 – Poor | 0 – Unacceptable |
| Quality of Services/Work | | | | | | |
| Timeliness of Performance | | | | | | |
| Cost Control | | | | | | |
| Business Relations | | | | | | |
| Customer Satisfaction | | | | | | |

1. Name of Contractor being Evaluated: _____

2. Name & Title of Evaluator: _____

3. Signature of Evaluator: _____

4. Name of Evaluator's Organization: _____

5. Telephone Number of Evaluator: _____

6. Type of service received: _____

7. Contract Number, Amount and period of Performance: _____

8. Remarks on Excellent Performance: Provide data supporting this observation.
 (Continue on separate sheet if needed)

9. Remarks on unacceptable performance: Provide data supporting this observation.
 (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

| | Quality Product/Service | Cost Control | Timeless of Performance | Business Relations |
|--------------------------------|--|---|--|--|
| | <ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence | <ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue | <ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed | <ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program |
| 0. Unacceptable | Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources | Cost issues are comprising performance of contract requirements. | Delays are comprising the achievement of contract requirements, Despite use of Agency resources. | Response to inquiries, technical/ service/administrative issues is not effective and responsive. |
| 1. Poor | Nonconformances require major Agency resources to ensure achievement of contract requirements. | Cost issues require major Agency resources to ensure achievement of contract requirements. | Delays require major Agency resources to ensure achievement of contract requirements. | Response to inquiries, technical/ service/administrative issues is marginally effective and responsive. |
| 2. Minimally Acceptable | Nonconformances require minor Agency resources to ensure achievement of contract requirements. | Costs issues require minor Agency resources to ensure achievement of contract requirements. | Delays require minor Agency resources to ensure achievement of contract requirements. | Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive. |
| 3. Acceptable | Nonconformances do not impact achievement of contract requirements. | Cost issues do not impact achievement of contract requirements. | Delays do not impact achievement of contract requirements. | Responses to inquires, technical/ service/administrative issues is usually effective and responsive. |
| 4. Good | There are no quality problems. | There are no cost issues. | There are not delays. | Responses to inquiries, technical/ service/administrative issues is effective and responsive, |
| 5. Excellent | The contractor has demonstrated an exceptional performance level in some or all of the above categories. | | | |