# SOLICITATION, OFFER, AND AWARD

1. Caption: **Acquisition Manager with Specialties in Construction**

Page of Pages: **1** | **48**

| 2. Contract Number | 3. Solicitation Number | 4. Type of Solicitation | 5. Date Issued | 6. Type of Market |
|---|---|---|---|---|
| | DCKA-2013-R-0155 | [ ] Sealed Bid (IFB)<br>[(X)] Sealed Proposals (RFP)<br>[ ] Sole Source<br>[ ] Human Care Agreements<br>[ ] Emergency | | [(X)] Open<br>[ ] Set Aside<br>[ ] Open with Sub-Contracting Set Aside |

7. Issued By:
**DDOT/Office of Contracting and Procurement**
**Roads, Highways and Structures**
**55 M Street, SE, 7th Floor**
**Washington, DC 20003**

8. Address Offer to:
**DDOT/Office of Contracting and Procurement**
**Roads, Highways and Structures**
**55 M Street, SE, 7th Floor**
**Washington, DC 20003**

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

## SOLICITATION

9. Sealed offers in original and **10** 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 **55 M Street, SE, 4th Floor, Washington, DC 20003** until **2:00PM** (Hour) local time **15-Oct-13** (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 (Area Code) | (Number) | (Ext) | C. E-mail Address |
|---|---|---|---|---|---|
| | **Cora S. Boykin** | **202** | **671-2274** | | cora.boykin@dc.gov |

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## OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **90** 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 | 17. Signature | 18. Offer Date |
|---|---|---|---|---|---|
| | | | [ ] | | |

## AWARD (TO BE COMPLETED BY GOVERNMENT)

| 19. Accepted as to Items Numbered | 20. Amount | 21. Accounting and Appropriation |
|---|---|---|
| | | |

| 22. Name of Contracting Officer (Type or Print) | 23. Signature of Contracting Officer (District of Columbia) | 24. Award Date |
|---|---|---|
| | | |

Government of the District of Columbia — Office of Contracting & Procurement

Sol. First Page Offer Award Form - DCOCP-209-V2206

## SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

**B.1** THIS CONTRACT, entitled D.C. Contract No. DCKA-2013-R-0155 (Contract) entered into this _____ day of _____2013, by and between the DISTRICT OF COLUMBIA (District), the Office of Contracting and Procurement (OCP), on behalf of the District Department of Transportation (DDOT) and _____ ("OFFEROR") as a contractor for technical and managerial assistance for procurement services.

**B.2 PRICE SCHEDULE**

**B.2.1 <u>TIME-AND-MATERIALS CONTRACT</u>**

B.2.2 The Contractor shall perform and submit invoices for, fully burdened labour hours plus materials, including travel, and a material handling rate. The fixed hourly rate should include wages, overhead, fringe benefits, overhead, G&A expenses and profit. The result is a direct labour hours at a fixed hourly rate. Materials and other direct costs are variable and are reimbursable costs. This contract includes a ceiling price of $300,000.00 at which the contractor exceeds at its own risk.

B.2.3 The Contractor shall provide a Price/Cost Schedule for direct labor hourly, fringe benefits hourly, overhead, G&A, materials and supplies, professional travel, other direct cost, and subcontracts for one base year and four option year periods. The exercise of the option is subject to the availability of funds at the time of the exercise of the option.

B.2.4 This is a T&M contract pursuant to 27 DCMR § 2420 for the supplies or services specified in the scope of work.

**B.3** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

# SECTION C: SPECIFICATIONS/WORK STATEMENT

## C.1 SCOPE:

**C.1.1** The District Department of Transportation seeks professional services that shall include expert advice, assistance, guidance or counseling in support of agencies' management, organizational and business improvement efforts regarding procurement.

**C.1.2** The contractor may also include studies, analyses and reports documenting any proposed developmental, consultative or implementation efforts. Examples of consultation include, but are not limited to:

**C.1.3** The contractor shall provide assistance in managing procurement activities for construction and architectural engineering services by developing procurement strategies, preparing solicitation documents and templates, and negotiating contracts that involved complex project delivery methods including P3 (Public-Private Partnerships) but not limited to, Design/Build, Design-Bid-Build, Construction Manager at Risk, Construction Manager with Design Assist, and Modified Build.

**C.1.4** The contractor shall provide assistance to DDOT staff in planning, managing, executing, integrating, coordinating, and documenting activities and projects related to the mission of DDOT.

**C.1.5** Offerors are required to provide labor categories, labor descriptions and hourly rates for the aforementioned services in Task 1 below to be considered for award.

## C.2 APPLICABLE DOCUMENTS

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

| Item No. | Document Type | Title | Date |
|---|---|---|---|
| 1 | Standard Contract Provisions | District of Columbia Standard Contract Provisions for use of Supplies & Services | March 2007 |

## C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

## C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

1) OCFO – Office of the Chief Financial Officer
2) DISTRICT – District of Columbia (DC)
3) DDOT – District Department of Transportation
4) OD – Office of the Director (DDOT)
5) RFP – Request for Proposals
6) CA – Contract Administrator

## C.4 BACKGROUND

**C.4.1** The purpose of this RFP is to solicit bids from vendors experienced in providing procurement services for Agencies within District Government. DDOT is seeking one or more vendor(s) to provide the services outlined in *C.1- Scope* and *C.5 Requirements* of this RFP.

## C.5 REQUIREMENTS

### C.5.1 ***Task 1: Procurement Management:***

C.5.1.1 The Contractor will provide technical and managerial assistance to the Contracting Officer and Contract Administrator (CA) pertaining to (but not limited to):

(a) Developing Procurement Strategies with a particular focus on P3 (Public private partnerships) to include Phase 1 and Phase 2 Procurement and Contract activity.
(b) Preparing Solicitation Documents and Templates
(c) Assist in preparing Contracts that involve complex project delivery methods (including but not limited to):

(1) Design/Build;
(2) Design-Bid-Build;
(3) Construction Manager at Risk;
(4) Construction Manager with Design Assist;
(5) Modified Design-Build
(6) Design, Build, Finance, Manage and Operate
(7) Identify, measure, and report on Key Performance Indicators for vendor/partner management.

### *C.5.2 Task 2: Training:*

1) Bi-weekly (twice a month) training to junior staff on general and complex procurements
2) Bi-weekly (twice a month) training of procurement staff regarding contract and contract administration.

### *C.5.3 Task 3: Monthly Reporting:*

C.5.3.1 The Contractor shall develop and submit Monthly Progress Reports to the CA and the Contracting Officer for review at the Monthly Progress Meetings.

C.5.3.2 The Monthly Progress Reports shall include a summary of activities and accomplishments for the month, issues, and goals for the next month.

C.5.3.3 The Monthly Progress Reports shall summarize the Contractor's accomplishments during the previous month, planned work during the upcoming month and any significant problems or issues requiring resolution, along with proposed corrective actions.

C.5.3.4 The Monthly Progress Reports shall include, at a minimum, the following information:

a. Project Activity for each Project
b. Project Manager

c. Reporting period
d. Brief task description
   A narrative review of work accomplished during the reporting period and significant events
e. Deliverable Status
f. Problem areas and task risks
g. Personnel actions for the period (separations, labor category changes, recruitments)
h. Anticipated activity for the next reporting period

## SECTION D: PACKAGING AND MARKING

**Not Applicable**

## SECTION E: INSPECTION AND ACCEPTANCE

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

# SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

## F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one base year after notice to proceed or from date of award specified on the cover page of this contract.

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

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

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

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

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

## F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

| CLIN | Deliverable | Quantity | Format/Method of Delivery | Due Date |
|---|---|---|---|---|
| | | | | |
| 0001 | Develop procurement strategies (Section C.5). | 1 | Microsoft Word & Compact Disk or Flash Drive | 1st of Month |
| 0002 | Prepare solicitation documents and templates (Section C.5). | 1 | Microsoft Word & Compact Disk or Flash Drive | 1st of month |
| 0003 | Assist in developing the contract negotiation strategies that involve complex project delivery methods including but not limited to, Design, | 1 | Microsoft Word & Compact Disk or Flash Drive | 1st of month |

| | | | | |
|---|---|---|---|---|
| | Build, Design-Bid-Build, Construction Manager at Risk, Construction Manager with Design Assist, and Modified Build (Section C.5) This activity does not include active or passive direct involvement in actual contract negotiations. | | | |
| 0004 | Monthly Progress Reports (Section C.5.3.2, C.5.3.3 & C.5.3.4). | 1 | Microsoft Word & Compact Disk or Flash Drive | 1st of month |
| 0005 | Train junior staff on general and complex procurements (Section C.5.2). | 1 | Microsoft Word & Compact Disk or Flash Drive | Bi-weekly |
| 0006 | Train procurement staff regarding contract and contract administration (Section C.5.2). | 1 | Microsoft Word & Compact Disk or Flash Drive | Bi-weekly |

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

F.2.1 The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, reports, recommendations, and other deliverables it furnishes under this Contract. The Contractor shall, without additional compensation, correct or revise any non-conforming deliverables if the non-conforming is a result of errors in the Contractor's studies, reports, recommendations, and other deliverables.

F.2.2 All studies, reports, recommendations, and other deliverables are subject to the review and approval of DDOT. DDOT shall coordinate reviews with any other involved agencies and serve as the one point of contact for all review and approval. The Contractor shall prepare, modify, and correct all such non-conforming deliverables in sufficient detail to secure such approval.

F.2.3 Each month during the performance of work under the Contract, the Contractor shall submit two (2) copies of a progress report to the assigned DDOT representative. The progress report shall state the current status, any outstanding issues, and any other additional data as requested by the DDOT representative. The Contractor shall submit the progress report to the designated DDOT representative with the monthly invoice payment request. The Contractor shall submit the proposed form of this report to the DDOT representative for review and approval prior to the first invoice for monthly payment.

F.2.4 The Contractor shall take comprehensive notes and create minutes of any meeting attended in connection with the Contract, with special emphasis on recording any decision altering, expanding, or deleting any provision which may affect the contractual obligation. The Contractor shall submit two (2) copies of the meeting minutes to the DDOT Project Manager within seven (7) days of said meeting. Submission of meeting minutes shall not satisfy Contractor's obligations under Contract Provisions 15, "*Changes*" to provide written notice of either alleged changes by the District to the agreement or Contractor's contract claims against the District.

F.2.5 The Contractor shall complete all work within the timeframes designated in the Scope of Work detailed in Section C.

# SECTION G: CONTRACT ADMINISTRATION

## G.1 INVOICE PAYMENT

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for 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 with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Associate Chief Financial Officer
The District Department of Transportation (DDOT)
2000 14th Street, N.W., 6th Floor
Washington, D. C. 20009
Telephone: (202) 671-2301

**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 (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 agency 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 ORDERING CLAUSE

**G.4.2** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.4.3** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.4.4** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods

## G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

**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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 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.6.3 Subcontract requirements

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Courtney B. Lattimore, Deputy Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street, SE, 7th Floor
Phone: (202) 478-9123
e-mail: Courtney.lattimore@dc.gov

## G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

**G.8.1** The CO 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 CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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 CONTRACT ADMINSTRATOR (CA)

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

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

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

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

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

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

**G.9.2** The address and telephone number of the CA is:

W. Peter Teague
Resource Allocation Officer
District Department of Transportation
Office of the Director
55 M Street, SE, 7th Floor
Washington, DC 20003
Phone: (202) 671-2123
Fax: (202) 671-0650
E-mail: William.teague@dc.gov

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

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

# SECTION H: SPECIAL CONTRACT REQUIREMENTS

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

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

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

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("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 No: 13, current Determination as of the date of the issuance of this RFP No.: DCKA-2013-R-0155, dated 6/19/2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et se*q*., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO 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 CA 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 CA will forward a copy to the

Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the release 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.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 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 of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify 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 CO its compliance with section H.5.4 of this clause; or
(2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 certify 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**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 CO 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 this contract any decision of the CO 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 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 programs and activities. See 29 U.S.C. § 794 *et seq*.

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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.8.2** 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.8.3** 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.8.4** The DOES 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.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** 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.8.9** 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.9 SUBCONTRACTING REQUIREMENTS

### H.9.1 Mandatory Subcontracting Requirements

**H.9.1.1** For contracts in excess of $250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit

a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

**H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

**H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

**H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

**H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

**H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3** **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

**H.9.3.1** The dollar amount of the contract or procurement;

**H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Subcontractor Standards**

**H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 DISTRICT RESPONSIBILITIES**

H.10.1 The District will not unreasonably withhold any documentation, specifications, data, reports, policies, guidelines, regulations, standards, or other information that would assist the Contractor in the performance of its duties under this contract.

H.10.2 The District will not provide any equipment to the Contractor.

H.10.3 The District will not be responsible for personal injury, damage to, or loss of property, equipment or materials in regard to these specifications.

## H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The contractor shall organize the business, procure necessary equipment, obtain all necessary licenses and permits, and have a complete organization ready to begin service at the start date of the contract.

# 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. 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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

## I.4 TIME

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

## I.5 RIGHTS IN DATA

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

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

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or

operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

**RESTRICTED RIGHTS LEGEND**

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

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

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO 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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property

damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

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

   Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

4. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000.00 per occurrence for each wrongful act and $1,000,000.00 annual aggregate.

   The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

5. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of $1,000,000.00 for each wrongful act and $1,000,000.00 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the

District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Courtney B. Lattimore, Deputy Chief Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street, SE, 7th Floor
Phone: (202) 478-9123
E-mail: Courtney.lattimore@dc.gov

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

## 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.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

(1) An applicable Court Order, if any
(2) Contract document
(3) Standard Contract Provisions
(4) Contract attachments other than the Standard Contract Provisions
(5) RFP, as amended
(6) BAFOs (in order of most recent to earliest)
(7) Proposal

## 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 CO.

## I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

## SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. ***[However, include ONLY ; J.2, J3, J4, J7, J.8, J.9, J.10 and J.11 in the final contract.]***

| Attachment Number | Document |
|---|---|
| **J.1** | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments" |
| **J.2** | U.S. Department of Labor Wage Determination2005-2103, Revision No.: 2005-2103m Revision No.: 13, Date of Revision: 06/19/2013 |
| **J.3** | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments" |
| **J.4** | Department of Employment Services Fillable First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments" |
| **J.5** | Way to Work Amendment Act of 2006 - Living Wage Notice |
| **J.6** | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet |
| **J.7** | Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments |
| **J.8** | Bidder/Offeror Certifications available at www.ocp.dc.gov click on "Solicitation Attachments |
| **J.9** | Cost Price Data Certification available at www.ocp.dc.gov click on "Solicitation Attachments |
| **J.10** | Subcontracting Plan available at www.ocp.dc.gov click on "Solicitation Attachments |
| **J.11** | Past Performance Evaluation Form available at www.ocp.dc.gov click on "Solicitation Attachments |

# SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

# SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

## K.1 TYPE OF BUSINESS ORGANIZATION

**K.1.1** The bidder, by checking the applicable line, 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 bidder is a foreign entity, it operates as:

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

## K.2 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 bidder 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.

Bidder _____Date_____

Name_____Title_____

Signature_____

Bidder ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder____has ____has not filed all required compliance reports, and

representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

## K.3 BUY AMERICAN CERTIFICATION

Not Applicable.

## K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

_____ No person listed in clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

_____

_____

## K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder 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 bidder 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 bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder'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 bidder's organization);***

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above 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 bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## K.6 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

## K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

C. does not have a proposed debarment pending; and
D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
Indicate below any exception to your certification of eligibility and to whom it applies their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

_____

_____

_____

**K.8**

## NON-COLLUSION AFFIDAVIT

I, the undersigned depose and certify that I am the _____
Title

of the
Company

that I am authorized to make this affidavit on behalf of said company; and that said company has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposal submittal in connection with proposed contract.

_____
Signature of Official

_____
Date

## K.9 PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the Contracting Officer, certification that the contractor has made and will make timely payments to his subcontractors and suppliers within seven (7) business days of receipt of such payment by DDOT for work performed by subcontractors/suppliers.

The certification must be accompanied by a list of all subcontractors and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To: Contracting Officer
District Department of Transportation
Office of Contracting and Procurement
55 M Street, SE, 7th Floor
Washington, DC 20003

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers within seven (7) business days of receipt of such payment by DDOT for work performed by the subcontractors/suppliers. The subcontractors and suppliers are listed herein:

_____
Contractor/Company Name

_____
Signature of Official

_____ _____
Date Title

# 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 one or multiple contract(s) 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 a contract 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 ORGANIZATION AND CONTENT

## L.1 METHOD OF AWARD

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

## L.2 PREPARATION AND SUBMISSION OF BIDS

**L.2.1** Offerors shall submit a signed original and six (6) copies of the written proposals s in three parts, entitled "Technical Proposal", "Procurement Management/Training/Monthly Reporting" and "Price Proposal" as described in Section B and Section C. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted as an original bid. All items accepted by the District, all pages of the Request for Proposals (RFP), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No: DCKA-2013-R-0155 (Acquisition Manager with Specialties in Construction)**.

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

**L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

## L.3 FAMILIARIZATION WITH CONDITIONS

Bidders 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 be accomplished. Bidders 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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than ***2:00 p.m.*** local time on **October 1, 2013** as specified in Section A.9.

## L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

## L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

**L.6.1** Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth ($5^{th}$) day before the date specified for receipt of bids; or

i. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

### L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

### L.6.3 Late Submissions

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

### L.6.4 Late Modifications

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

### L.6.5 Late Bids

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

## L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

## L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

## L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions per official amendment notice including the number of days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

## L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, ***District Department of Transportation (DDOT), 55 M Street, SE, 7th$^{th}$ Floor, Washington, DC 20003, telephone; (202) 671-2272,*** 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 bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO***, Office of Contracting and Procurement,*** that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## L.11 BID PROTESTS

Any actual or prospective bidder 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 ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## L.12 SIGNING OF BIDS

**L.12.1** The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

## L.14 BIDS WITH OPTION YEARS

L.14.1 The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

## L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of bidder;

**L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the bidder 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.16 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

## L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 to:

**Courtney B. Lattimore, Deputy Chief Contracting Officer**
**District Department of Transportation**
**Office of Contracting and Procurement**
**55 M Street, SE, 7th Floor**
**Phone: (202) 478-9123**
**e-mail: Courtney.lattimore@dc.gov**

## L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

**L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
**L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.18.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

# 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

**M.2.1** 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. |

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

## M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

### M.3.1 ACQUISITION MANAGER WITH SPECIALTIES IN CONSTRUCTION

#### M.3.1.1 TECHNICAL CRITERIA (Total 85 Points maximum)

**Description**: These factors consider the Offeror's past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror's performance.

| Technical Evaluation Factors | Points |
|---|---|
| | |
| Factor A – Quality of Technical Services & Documentation | 35 |
| Factor B Past Performance and Experience | 25 |
| Factor C Management & Proposed Schedule | 10 |
| Factor D – Organizational Expertise | 15 |
| Total | 85 |

**M.3.1.1.1 Factor A – Quality of Technical Services & Documentation (35 Points maximum)**

**M.3.1.1.1a** This evaluation factor considers the specific expertise related to Quality Assurance copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of the Quality Assurance Checklists.

**M.3.1.1.1b** This factor will be evaluated on the technical approach, and demonstrated viability of the proposed technical solution, based on a clear and thorough understanding of the rules and processes in the company. Offerors with a proven track record of experience with documented quality services will be rated higher.

**M.3.1.1.3 Factor B – Past Performance and Experience (25 Points maximum)**

**M.3.1.1.3a** Evaluation of past performance and experience allows the District to assess the Offeror's ability to perform and relevance of the work performed.

**M.3.1.1.3b** This factor considers the extent of the Offeror's past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror's performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror's performance shall be considered.

**M.3.1.1.3c** The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical or similar work within the last five years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.

**M.3.1.1.4 Factor C – Management & Proposed Team (10 Points maximum)**

**M.3.1.1.4a** This evaluation factor considers the timely award and management of contracts, identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by contract; education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

**M.3.1.1.4b** This factor will be evaluated on the specific skill sets of the proposed project team. Each key team member must provide the required specific expertise in management on determining the organization's priorities and deploying key resources based on their project role.

**M.3.1.1.5 Factor D – Organizational Expertise (15 Points maximum)**

**M.3.1.1.5a** This evaluation factor considers outstanding improvements in organizational performance: measurements/benchmarking, leadership, employee involvement, process improvement, and customer focus.

**M.3.1.1.5b** This factor will be evaluated based on the ability to motivate others to adopt change, through various mechanisms, and lead the staff in accepting change. Identify the effects of a change, the benefits of a change, the barriers to change, and alternatives for enhancing change within the agency. It also permits an organization to compare the rate of actual change against its planned change, and to allocate resources based on the gaps between actual and expected progress. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully.

**M.3.1 TECHNICAL CRITERIA (85 Points Maximum)**

**M.3.2 PRICE CRITERION (15 Points Maximum)**

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:

Lowest price proposal

---------- x weight = Evaluated price score
Price of proposal being evaluated

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.3.4 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 <u>Application of Preferences</u>**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

**M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

**M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

**M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

**M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

**M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

**M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

**M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

**M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** 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, NW, Suite 970N
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact 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.

WD 05-2103 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013
**********

| 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 |
|---|---|
| Diane C. Koplewski Director — Division of Wage Determinations | Wage Determination No.: 2005-2103 Revision No.: 13 Date Of Revision: 06/19/2013 |

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 | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 15.08 |
| 01012 - Accounting Clerk II | | 16.92 |
| 01013 - Accounting Clerk III | | 22.30 |
| 01020 - Administrative Assistant | | 31.41 |
| 01040 - Court Reporter | | 21.84 |
| 01051 - Data Entry Operator I | | 14.38 |
| 01052 - Data Entry Operator II | | 15.69 |
| 01060 - Dispatcher, Motor Vehicle | | 17.87 |
| 01070 - Document Preparation Clerk | | 14.21 |
| 01090 - Duplicating Machine Operator | | 14.21 |
| 01111 - General Clerk I | | 14.88 |
| 01112 - General Clerk II | | 16.24 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 13.62 |
| 01191 - Order Clerk I | | 15.12 |
| 01192 - Order Clerk II | | 16.50 |
| 01261 - Personnel Assistant (Employment) I | | 18.15 |
| 01262 - Personnel Assistant (Employment) II | | 20.32 |
| 01263 - Personnel Assistant (Employment) III | | 22.65 |
| 01270 - Production Control Clerk | | 22.03 |
| 01280 - Receptionist | | 14.43 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 18.07 |
| 01311 - Secretary I | | 18.07 |
| 01312 - Secretary II | | 20.18 |
| 01313 - Secretary III | | 25.29 |
| 01320 - Service Order Dispatcher | | 16.98 |
| 01410 - Supply Technician | | 28.55 |
| 01420 - Survey Worker | | 20.03 |
| 01531 - Travel Clerk I | | 13.29 |
| 01532 - Travel Clerk II | | 14.36 |
| 01533 - Travel Clerk III | | 15.49 |
| 01611 - Word Processor I | | 15.63 |
| 01612 - Word Processor II | | 17.67 |
| 01613 - Word Processor III | | 19.95 |
| 05000 - Automotive Service Occupations | | |

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|---|---|
| 05005 - Automobile Body Repairer, Fiberglass | 25.26 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.85 |
| 07041 - Cook I | 12.55 |
| 07042 - Cook II | 14.60 |
| 07070 - Dishwasher | 10.11 |
| 07130 - Food Service Worker | 10.66 |
| 07210 - Meat Cutter | 18.08 |
| 07260 - Waiter/Waitress | 9.70 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer, Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.54 |
| 11060 - Elevator Operator | 10.54 |
| 11090 - Gardener | 17.52 |
| 11122 - Housekeeping Aide | 11.83 |
| 11150 - Janitor | 11.83 |
| 11210 - Laborer, Grounds Maintenance | 13.07 |
| 11240 - Maid or Houseman | 11.26 |
| 11260 - Pruner | 11.58 |
| 11270 - Tractor Operator | 16.04 |
| 11330 - Trail Maintenance Worker | 13.07 |
| 11360 - Window Cleaner | 12.85 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 20.41 |
| 12011 - Breath Alcohol Technician | 20.27 |
| 12012 - Certified Occupational Therapist Assistant | 23.11 |
| 12015 - Certified Physical Therapist Assistant | 21.43 |
| 12020 - Dental Assistant | 17.18 |
| 12025 - Dental Hygienist | 44.75 |
| 12030 - EKG Technician | 27.67 |
| 12035 - Electroneurodiagnostic Technologist | 27.67 |
| 12040 - Emergency Medical Technician | 20.41 |
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |
| 12100 - Medical Assistant | 15.01 |
| 12130 - Medical Laboratory Technician | 18.04 |
| 12160 - Medical Record Clerk | 17.42 |
| 12190 - Medical Record Technician | 19.50 |
| 12195 - Medical Transcriptionist | 18.77 |
| 12210 - Nuclear Medicine Technologist | 37.60 |

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|---|---|---|
| 12221 - Nursing Assistant I | | 10.80 |
| 12222 - Nursing Assistant II | | 12.14 |
| 12223 - Nursing Assistant III | | 13.98 |
| 12224 - Nursing Assistant IV | | 15.69 |
| 12235 - Optical Dispenser | | 20.17 |
| 12236 - Optical Technician | | 15.80 |
| 12250 - Pharmacy Technician | | 18.12 |
| 12280 - Phlebotomist | | 15.69 |
| 12305 - Radiologic Technologist | | 31.11 |
| 12311 - Registered Nurse I | | 27.64 |
| 12312 - Registered Nurse II | | 33.44 |
| 12313 - Registered Nurse II, Specialist | | 33.44 |
| 12314 - Registered Nurse III | | 40.13 |
| 12315 - Registered Nurse III, Anesthetist | | 40.13 |
| 12316 - Registered Nurse IV | | 48.10 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 21.73 |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 19.86 |
| 13012 - Exhibits Specialist II | | 24.61 |
| 13013 - Exhibits Specialist III | | 30.09 |
| 13041 - Illustrator I | | 20.48 |
| 13042 - Illustrator II | | 25.38 |
| 13043 - Illustrator III | | 31.03 |
| 13047 - Librarian | | 33.88 |
| 13050 - Library Aide/Clerk | | 14.21 |
| 13054 - Library Information Technology Systems Administrator | | 30.60 |
| 13058 - Library Technician | | 19.89 |
| 13061 - Media Specialist I | | 18.73 |
| 13062 - Media Specialist II | | 20.95 |
| 13063 - Media Specialist III | | 23.36 |
| 13071 - Photographer I | | 16.65 |
| 13072 - Photographer II | | 18.90 |
| 13073 - Photographer III | | 23.67 |
| 13074 - Photographer IV | | 28.65 |
| 13075 - Photographer V | | 33.76 |
| 13110 - Video Teleconference Technician | | 20.39 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 18.92 |
| 14042 - Computer Operator II | | 21.18 |
| 14043 - Computer Operator III | | 23.60 |
| 14044 - Computer Operator IV | | 26.22 |
| 14045 - Computer Operator V | | 29.05 |
| 14071 - Computer Programmer I | (see 1) | 26.36 |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 18.92 |
| 14160 - Personal Computer Support Technician | | 26.22 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | | 36.47 |
| 15060 - Educational Technologist | | 35.31 |
| 15070 - Flight Instructor (Pilot) | | 52.81 |
| 15080 - Graphic Artist | | 26.80 |
| 15090 - Technical Instructor | | 25.08 |

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| 15095 - Technical Instructor/Course Developer | 30.67 |
| 15110 - Test Proctor | 20.20 |
| 15120 - Tutor | 20.20 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.88 |
| 16030 - Counter Attendant | 9.88 |
| 16040 - Dry Cleaner | 12.94 |
| 16070 - Finisher, Flatwork, Machine | 9.88 |
| 16090 - Presser, Hand | 9.88 |
| 16110 - Presser, Machine, Drycleaning | 9.88 |
| 16130 - Presser, Machine, Shirts | 9.88 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.88 |
| 16190 - Sewing Machine Operator | 13.78 |
| 16220 - Tailor | 14.66 |
| 16250 - Washer, Machine | 10.88 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21.14 |
| 19040 - Tool And Die Maker | 23.38 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 18.02 |
| 21030 - Material Coordinator | 22.03 |
| 21040 - Material Expediter | 22.03 |
| 21050 - Material Handling Laborer | 13.83 |
| 21071 - Order Filler | 15.09 |
| 21080 - Production Line Worker (Food Processing) | 18.02 |
| 21110 - Shipping Packer | 15.09 |
| 21130 - Shipping/Receiving Clerk | 15.09 |
| 21140 - Store Worker I | 11.72 |
| 21150 - Stock Clerk | 16.86 |
| 21210 - Tools And Parts Attendant | 18.02 |
| 21410 - Warehouse Specialist | 18.02 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 27.21 |
| 23021 - Aircraft Mechanic I | 25.83 |
| 23022 - Aircraft Mechanic II | 27.21 |
| 23023 - Aircraft Mechanic III | 28.53 |
| 23040 - Aircraft Mechanic Helper | 17.54 |
| 23050 - Aircraft, Painter | 24.73 |
| 23060 - Aircraft Servicer | 19.76 |
| 23080 - Aircraft Worker | 21.01 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 26.02 |
| 23130 - Carpenter, Maintenance | 21.40 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician, Maintenance | 27.98 |
| 23181 - Electronics Technician Maintenance I | 24.94 |
| 23182 - Electronics Technician Maintenance II | 26.47 |
| 23183 - Electronics Technician Maintenance III | 27.89 |
| 23260 - Fabric Worker | 19.13 |
| 23290 - Fire Alarm System Mechanic | 22.91 |
| 23310 - Fire Extinguisher Repairer | 17.62 |
| 23311 - Fuel Distribution System Mechanic | 22.81 |
| 23312 - Fuel Distribution System Operator | 19.38 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 25.83 |
| 23381 - Ground Support Equipment Servicer | 19.76 |
| 23382 - Ground Support Equipment Worker | 21.01 |
| 23391 - Gunsmith I | 17.62 |
| 23392 - Gunsmith II | 20.49 |
| 23393 - Gunsmith III | 22.91 |

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| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 23.89 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 25.17 |
| 23430 - Heavy Equipment Mechanic | 22.91 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 22.59 |
| 23465 - Laboratory/Shelter Mechanic | 21.75 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 21.90 |
| 23530 - Machinery Maintenance Mechanic | 23.12 |
| 23550 - Machinist, Maintenance | 22.91 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 22.59 |
| 23592 - Metrology Technician II | 23.80 |
| 23593 - Metrology Technician III | 24.96 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 24.63 |
| 23810 - Plumber, Maintenance | 22.29 |
| 23820 - Pneudraulic Systems Mechanic | 22.91 |
| 23850 - Rigger | 22.91 |
| 23870 - Scale Mechanic | 20.49 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.91 |
| 23910 - Small Engine Mechanic | 20.49 |
| 23931 - Telecommunications Mechanic I | 29.95 |
| 23932 - Telecommunications Mechanic II | 31.55 |
| 23950 - Telephone Lineman | 27.41 |
| 23960 - Welder, Combination, Maintenance | 22.91 |
| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 22.91 |
| 23980 - Woodworker | 17.62 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.57 |
| 24620 - Family Readiness And Support Services Coordinator | 16.90 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.30 |
| 25040 - Sewage Plant Operator | 20.84 |
| 25070 - Stationary Engineer | 27.30 |
| 25190 - Ventilation Equipment Tender | 19.49 |
| 25210 - Water Treatment Plant Operator | 20.84 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.57 |
| 27007 - Baggage Inspector | 12.71 |
| 27008 - Corrections Officer | 22.80 |
| 27010 - Court Security Officer | 24.72 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 22.80 |
| 27070 - Firefighter | 24.63 |
| 27101 - Guard I | 12.71 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 26.52 |
| 27132 - Police Officer II | 29.67 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |

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| 28043 - Carnival Equpment Worker | | 9.24 |
| 28210 - Gate Attendant/Gate Tender | | 13.01 |
| 28310 - Lifeguard | | 11.59 |
| 28350 - Park Attendant (Aide) | | 14.56 |
| 28510 - Recreation Aide/Health Facility Attendant | | 10.62 |
| 28515 - Recreation Specialist | | 18.04 |
| 28630 - Sports Official | | 11.59 |
| 28690 - Swimming Pool Operator | | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | | |
| 29010 - Blocker And Bracer | | 23.13 |
| 29020 - Hatch Tender | | 23.13 |
| 29030 - Line Handler | | 23.13 |
| 29041 - Stevedore I | | 21.31 |
| 29042 - Stevedore II | | 24.24 |
| 30000 - Technical Occupations | | |
| 30010 - Air Traffic Control Specialist, Center (HFO) | (see 2) | 39.92 |
| 30011 - Air Traffic Control Specialist, Station (HFO) | (see 2) | 26.84 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) | (see 2) | 29.56 |
| 30021 - Archeological Technician I | | 20.19 |
| 30022 - Archeological Technician II | | 22.60 |
| 30023 - Archeological Technician III | | 27.98 |
| 30030 - Cartographic Technician | | 27.98 |
| 30040 - Civil Engineering Technician | | 26.41 |
| 30061 - Drafter/CAD Operator I | | 20.19 |
| 30062 - Drafter/CAD Operator II | | 22.60 |
| 30063 - Drafter/CAD Operator III | | 25.19 |
| 30064 - Drafter/CAD Operator IV | | 31.00 |
| 30081 - Engineering Technician I | | 22.92 |
| 30082 - Engineering Technician II | | 25.72 |
| 30083 - Engineering Technician III | | 28.79 |
| 30084 - Engineering Technician IV | | 35.64 |
| 30085 - Engineering Technician V | | 43.61 |
| 30086 - Engineering Technician VI | | 52.76 |
| 30090 - Environmental Technician | | 27.41 |
| 30210 - Laboratory Technician | | 23.38 |
| 30240 - Mathematical Technician | | 28.94 |
| 30361 - Paralegal/Legal Assistant I | | 21.36 |
| 30362 - Paralegal/Legal Assistant II | | 26.47 |
| 30363 - Paralegal/Legal Assistant III | | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | | 39.16 |
| 30390 - Photo-Optics Technician | | 27.98 |
| 30461 - Technical Writer I | | 21.93 |
| 30462 - Technical Writer II | | 26.84 |
| 30463 - Technical Writer III | | 32.47 |
| 30491 - Unexploded Ordnance (UXO) Technician I | | 24.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | | 29.93 |
| 30493 - Unexploded Ordnance (UXO) Technician III | | 35.88 |
| 30494 - Unexploded (UXO) Safety Escort | | 24.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | | 24.74 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 25.19 |
| 30621 - Weather Observer, Senior | (see 2) | 27.98 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31020 - Bus Aide | | 14.32 |
| 31030 - Bus Driver | | 20.85 |
| 31043 - Driver Courier | | 13.98 |
| 31260 - Parking and Lot Attendant | | 10.07 |
| 31290 - Shuttle Bus Driver | | 15.66 |
| 31310 - Taxi Driver | | 13.98 |
| 31361 - Truckdriver, Light | | 15.66 |
| 31362 - Truckdriver, Medium | | 17.90 |

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| 31363 - Truckdriver, Heavy | 19.18 |
| 31364 - Truckdriver, Tractor-Trailer | 19.18 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 11.58 |
| 99095 - Embalmer | 23.05 |
| 99251 - Laboratory Animal Caretaker I | 11.30 |
| 99252 - Laboratory Animal Caretaker II | 12.35 |
| 99310 - Mortician | 31.73 |
| 99410 - Pest Controller | 17.69 |
| 99510 - Photofinishing Worker | 13.20 |
| 99710 - Recycling Laborer | 18.50 |
| 99711 - Recycling Specialist | 22.71 |
| 99730 - Refuse Collector | 16.40 |
| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 13.43 |
| 99830 - Survey Party Chief | 21.94 |
| 99831 - Surveying Aide | 13.63 |
| 99832 - Surveying Technician | 20.85 |
| 99840 - Vending Machine Attendant | 14.43 |
| 99841 - Vending Machine Repairer | 18.73 |
| 99842 - Vending Machine Repairer Helper | 14.43 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.81 per hour or $152.40 per week or $660.40 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 NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), 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.