

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		CONTRACT ID CODE	PAGE 1 OF 8 PAGES
2.AMENDMENT/MODIFICATION NO. Amendment 006	3.EFFECTIVE DATE SEE BLOCK 16C	4. REQUISITION/PURCHASE REG. NO.	5. Solicitation Caption PASS Upgrade Function Support
6.ISSUED BY OFFICE OF CONTRACTING AND PROCUREMENT/OCTO 441 4 <sup>TH</sup> STREET, N.W., RM 930 SOUTH, WASHINGTON, D. C. 20001 ATTN: WILLIAM E. SHARP TELEPHONE NO.: AREA CODE (202) 727-5274		7. ADMINISTERED BY: (If other than Item 6) OFFICE OF THE CHIEF TECHNOLOGY OFFICER 441 4 <sup>TH</sup> STREET, NW, SUITE 930S WASHINGTON, D.C. 20001 (202) 727-2277	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, State and ZIP Code)  <b>TO ALL PROSPECTIVE OFFERORS</b>	X	9A AMENDMENT OF SOLICITATION NO. DCTO-2007-R-0043
		9B. DATE (SEE ITEM 11) 03/21/2007
		10A. MODIFICATION OF CONTRACT/ORDER NO.
		10B. DATED (SEE ITEM 13)
CAGE CODE	TAX CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

X	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ( ) is extended, ( X ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter; provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
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12. ACCOUNTING AND APPROPRIATION DATA (If required)													
LINE	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANTPH	ROJ PH	AG1	AG2	AG3	PERCENT	AMOUNT

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS AND CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14**

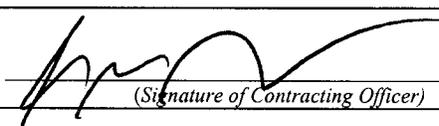
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriate date, etc.)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ( ) is not, ( ) is required to sign this document and return \_\_\_\_\_ copies to the issuing office

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

- Solicitation Number DCTO-2007-R-0043, as amended, issued on April 23, 2007 is deleted in its entirety and replaced with the attached revised solicitation including attachments.
- The list of vendors that attended the pre-proposal conference is provided below.
- Answers to potential offerors questions are provided below.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or Print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)  WILLIAM E. SHARP		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY:  (Signature of Contracting Officer)	16C. DATE SIGNED 5/1/07

## Vendors Attended the Pre-proposal Conference

Name	Company Name	Phone	Email
Tom Hodge	AITC	202-293-2380	<a href="mailto:tom@aitc.net">tom@aitc.net</a>
Tracy Walton	Walton & Green Consultants	202-293-0318	<a href="mailto:twalton@walton-green.com">twalton@walton-green.com</a>
Sushil Bansal	AITC	202-641-7888	<a href="mailto:Sushil@aitc.net">Sushil@aitc.net</a>
Karla Gonzalez	DBTS	202-393-3287	<a href="mailto:karla@dbts.com">karla@dbts.com</a>
Richard Lambird	DBTS	202-393-3287	<a href="mailto:rlambird@dbts.com">rlambird@dbts.com</a>
Ben Nah	TC	703-861-2622	<a href="mailto:Benjaminn.Nah@tandenconglomerate.com">Benjaminn.Nah@tandenconglomerate.com</a>
Dick Willett	TCBA	202-778-3434	<a href="mailto:DWillett@tcba.com">DWillett@tcba.com</a>
Cynthia McCauley	TCBA	202-737-3300	
Annette Gonzalez	CSR	202-829-1916	<a href="mailto:csr@csri.us">csr@csri.us</a>
Horance McCormack	HGM	202-467-8034	<a href="mailto:hmccormack@hgmteam.com">hmccormack@hgmteam.com</a>
Ann Robertson	HGM	202-467-8034	<a href="mailto:arobertson@hgmteam.com">arobertson@hgmteam.com</a>
Greg Works	Bearing Point	301-467-0696	<a href="mailto:gregory.works@bearingpoint.com">gregory.works@bearingpoint.com</a>
Gerald Palombi	Bearing Point	703-628-3366	<a href="mailto:gerald.palombi@bearingpoint.com">gerald.palombi@bearingpoint.com</a>
Edward O	Paradyme	240-447-2945	<a href="mailto:eo@paradymemanagement.com">eo@paradymemanagement.com</a>

### Questions and Answers

Solicitation Number: DCTO-2007-R-0043

Caption: PASS Up-Grade Functional Support

1. Reference Section M.3.1.1.b, c, e, and f – These sections reference Section C.3.7. There is no Section C.3.7. Please clarify.

Answer: Delete Section C.3.7 and insert Section C.3.9 (**Post-implementation Support**) in Sections M.3.1.1. b, c, e and f.

2. Reference Section M.3.1.2.b, c, d, and e – These sections reference Section C.3.4 and C.3.5. There are no Sections C.3.4 and C.3.5. Please clarify.

Answer: Delete Sections C.3.4 and C.3.5 and insert Section C.6 (**Training Materials Update for ASM4 Upgrade**) and C.7 (**Training Execution**) in Section M.3.1.2. b, c, d and e.

3. Reference Section M.3.1.3.b, c, d, and e – These sections reference Section C.3.3 for Testing Approach, however Section C.3.3 does not provide information concerning testing. Please clarify.

Answer: Delete Sections C.3.3 and insert Section C.5 (**Testing, Technical Advice, and Independent Verification and Validation for ASM4 Upgrade**) in Section M.3.1.2. b, c, d and e.

4. Reference Section M.3.1.4 – This section references Section C.3.2.1 for ERP implementations in general and Ariba implementations, however Section C.3.2.1 does not provide information concerning ERP and Ariba implementations.

Answer: Delete Section 3.2.1 for ERP implementations in general and Ariba implementations and insert Section C.4 (**Approach**).

5. Who is the Ariba contact person for DC Government and what is the telephone number?

Answer: Daniel (Dan) Palmer, 202-724-5130.

6. Will there be an extension for this solicitation?

Answer: No.

7. a. What is the PASS upgrade rollout date?

Answer: The PASS upgrade rollout date is August 27, 2007.

- b. Is it expected the entire upgrade will be completed by then?

Answer: Yes.

8. Please share Ariba's initial and updated project plan in the amendment.

Answer: See attached the District's Master Project Plan and the Master Schedule in Microsoft Word and Microsoft Project format respectively. This question infers that Ariba is the primary project planner. This is incorrect. This project is being run by the District Government, Office of the Chief Technology Officer, not Ariba.

9. What work is expected to remain for the contractor after the rollout date?

Answer: Some training and end-user onsite support. The District does not intend for this to be a project that goes on and on.

10. a. What is the estimated amount of elapsed time expected for testing given the rollout date in Ariba's implementation plan?

Answer: They should look at the master schedule (attached). Approximately 2 months is allocated to all testing.

- b. Of the required levels of testing - System, Regression, Performance, Stress and UAT – do you believe they can be done simultaneously?

Answer: System Test, Regression Test, and UAT will all be performed simultaneously. Performance and Stress test cannot be performed until an accepted instance is achieved.

c. How much time is estimated for each level of testing by Ariba/DC government?

Answer: System = 54 days  
Regression = 22 days  
UAT = 22 days  
Performance/Load Test = 14 days

11. a. How much of Ariba's implementation of ASM4 will be completed and tested at time of contract award?

Answer: Unit and Assembly testing will be completed by the time the contract is awarded. This represents 50%-60% of the technical implementation.

b. Will selected vendor have access to those test results?

Answer: Yes.

12. Will Ariba's installation include customization to the basic software? If so, will these changes be documented including debugging routines and provided to the winning vendor at time of award?

Answer: Configurations in the upgraded version will only be made if the configuration existed in the current version. Even then, almost all configurations occur in the extensible area of Ariba (core code is not modified). These changes are documented and can be provided.

13. a. How many DC government trainers will be trained?

Answer: 2.

b. Will DC trainers be involved in classroom training?

Answer: As their schedule permits, and only for knowledge transfer. They should not be included as a resource in the winner's plan.

c. What upgrade of training documentation is expected - training documentation and/or "train the trainer" documentation as well?

Answer: The solicitation only requires training documentation. Train-the-trainer documentation is not required.

d. When are the twelve weeks of Upgrade Information Sessions to occur?

Answer: From May 30, 2007 until August 31, 2007.

14. Does OCTO plan to run the upgrade and existing application in parallel for a time or is the expectation to be a complete cut-over?

Answer: It is not possible to run in parallel. The new version and the old

Version use entirely different data models and different versions of Oracle. This will be a complete cut-over.

15. a. Is there any data conversion required?

Answer: Yes.

- b. Data migration?

Answer: Yes.

- c. Who is responsible for performing?

Answer: Ariba and the District Government Office of the Chief Technology Officer will be responsible for data conversion and migration.

16. a. Does OCTO currently have disaster recovery procedures for PASS?

Answer: PASS follows the standard disaster recovery procedures that is maintained by the Server Operations group, but does not have DR plans of its own.

- b. Is the contractor's role to develop disaster recovery procedures or to update existing procedures?

Answer: The contractor's role will be to develop disaster recovery procedures.

17. We understand the City will provide hardware and technical infrastructure for all testing environments; however, will the vendor or the District be responsible for configuring the testing environments?

Answer: Ariba and the District Office of The Chief Technology Officer will primarily be responsible for configuring the testing environments. The prospective contractor should be able to provide one resource familiar with UNIX and Oracle 10G (and ASM4, if possible) to help with configuration.

18. Will OCTO provide the scripts to be used in testing or will vendor be required to create? If so, will City provide a listing of functionality to be tested by priority?

Answer: The District has extensive test scripts, but these will need to be Updated by the incumbent to test the new version. These scripts can be used to gather a list of functionality. We also have the original requirements traceability matrix to help the winner understand the key functions of the application.

19. Please provide the District's estimated level of effort as was discussed at the bidders' conference. Will labor estimate be broken down according to task? Or by labor category?

Answer: Labor estimates will be broken down according to labor category. Here is the staffing that the District expects will be needed:

<b>Resource</b>	<b># of Resources</b>	<b>Weeks Required</b>	<b>Total Hours Required/Each Resource</b>
Contractor PM	1	24	1000
Functional Analyst	2	24	1000
Trainer	3	20	1000
Tester	2	16	1000
End-User Support System Administrator	5	16	1000
Technical Analyst	1	24	1000

20. Please confirm the project will be conducted as a time and materials effort with fixed hourly rates.

Answer: This is a labor hour contract with fixed hourly rates.

21. What is realistic project start date?

Answer: May 21, 2007.

22. Please clarify, in section C.5.3 Ariba experience is not mandatory but Strongly recommended, however, in section C.9.1 there is a requirement ...”functional analyst with at least 2 years Ariba experience...” Is Ariba experience a requirement?

Answer: For the end user support, yes. Overall, no, Ariba is not a requirement. Put another way, we are not looking for the vendor to have Ariba developer, Ariba system administrators, etc. Just end-user support.

23. Has the District prepared a “Failure Mode & Effects Analysis?” If not, has Ariba prepared one? If not, is it the vendor’s responsibility?

Answer: The District has not prepared a Failure Mode & Effects Analysis. If Ariba has performed an FMEA internally, it is not known to the District. I’m not sure how FMEA applies in this case. The upgrade is not a new design. It is commercial-off-the-shelf-software. ASM4 has been available to Ariba’s customers for almost 3 years and is generally known to be an industry leader in procurement software. The possibility that the design is flawed is slight. That being said, the Regression Test phase of the project will ensure that the application meets the requirements of the previous version. The vendor is not responsible for preparing an FMEA.

24. How many core code customizations have been made to the Ariba Buyer software and in what areas has it been modified?

Answer: There have been 3 core code changes. These affect system searches, the order processor, and one RPC. The District’s policy has been to avoid core code modifications at all costs unless Ariba

directs us specifically to make the change (in which case a hot-fix pack would eventually be issued, rendering the modification obsolete), or mission-critical functionality cannot be obtained without one.

25. How many custom FACT s have been added to Ariba Analysis?  
Answer: There are currently 7 fact tables in Analysis. 3 are custom.
26. Have you added fields to the User Object in your Buyer implementation?  
Answer: Yes. There have been major changes to the object model in this area from 7.1 to 8.2.
27. Do you have any custom order methods or custom order senders in your Buyer instance?  
Answer: Yes.
28. In your Approval rules, are you assigning specific Users or Roles to the Approval Request? The structure of Roles and Permissions have changed from 7.1 to 8.2  
Answer: The District assigns both users and roles to approval requests.
29. Is the data currently on Ariba Analysis, available to be imported into the new system.  
Answer: Yes.
30. Will Analysis be run on an Oracle database or SQL/Server.  
Answer: It will be run on Oracle 10G.
31. Will Ariba Buyer and Analysis run in the same BEA domain?  
Answer: They will run on separate WebLogic domains.
32. Reference Section B – Where are the pricing charts for the option periods?  
Answer: See Revised Solicitation Section B.
33. Reference Section L.2 – This section calls for one original and three copies of the solicitation, however, the Solicitation, Offer, Award sheet asks for one original and four copies. Please clarify.  
Answer: The solicitation was revised. Submit original and four (4) copies.
34. Reference Section J – Where are all the attachment listed located?  
Answer: The attachments are located after the main document (Solicitation pages 1-53) under attachments. To obtain a copy of the

attachments go to [www.occp.dc.gov](http://www.occp.dc.gov), click Business Opportunities click List All Opportunities and look for solicitation number DCTO- 2007-R-0043, Amendment 005.

35. Is necessary for a subcontractor to be an LSDBE or small business?

Answer: No. However, the prime contractor can subcontract no more than 30% to a non-District-certified business enterprise. Also, in completing Section K, Representations and Certifications, the Offerors shall certify that any prime or proposed subcontractor(s) have no conflict of interest (either actual or apparent) with the District, any Official or employee of the District, or any of the District's prior contractors on this project.

36. Can a LSDBE partner with a large entity to bid on this proposal or must the LSDBE partner with other LSDBEs?

Answer: The prime contractor must be an SBE or a joint venture certified as an SBE joint venture. See also answer to Question 35.

37. Please confirm that large firms can be bid and participate as subcontractors.

Answer: See prior answers.

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption PASS Upgrade Functional Support		Page of Pages 1   53	
2. Contract Number	3. Solicitation Number DCTO-2007-R-0043	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 3/21/2006	6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside -SBE <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement {Address to be completed by Contracting Officer}		

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 PM EDT local time 11-May-07  
(Hour) (Date)

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

bid counter located at	A. Name Mrs. Maribel Torres		B. Telephone (Area Code) (Number) (Ext) 202 727-8264		C. E-mail Address <a href="mailto:maribel.torres@dc.gov">maribel.torres@dc.gov</a>
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X	E	Inspection and Acceptance	14	X	K	Representations, certifications and other statements of offerors	35
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X	G	Contract Administration Data	17	X	L	Instructions, conditions & notices to offerors	39
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**OFFER**

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

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

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

15A. Name and Address of Offeror	15B. Telephone (Area Code) (Number) (Ext)		15C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	16. Name and Title of Person Authorized to Sign Offer/Contract	17. Signature	18. Offer Date
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**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) Kevin A. Green	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



## **SECTION B - SERVICE AND PRICE**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Office (OCTO) is seeking a contractor to lead and complete the independent validation and verification, testing, training, documentation, and provide technical advice for the upgrade of the District’s procurement system known as the **Procurement Automated Support System (PASS)**. PASS is built on the Ariba Spend Management software suite. The current instance of Ariba will be upgraded from Buyer version 7.1a SP 25 to version 8.2.2 and Analysis version 2.5 SP 10 to version 3.1.2 SP12. Ariba, Inc. has been awarded a contract to perform the upgrade installation.

**B.2 THIS CLAUSE IS FOR PROCUREMENTS RESTRICTED TO THE SMALL BUSINESS SET-ASIDE MARKET**

**B.2.1 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET ASIDE MARKET ONLY**

This Request for Proposal is designated for certified Small Business Enterprise (SBE) offerors only under the provisions of “The Equal Opportunity for Local, Small and Disadvantaged Business Enterprises of 1998, D.C. Law 12-268 (“the Act” as used in this Section) and “The Equal Opportunity for Local, Small and Disadvantaged Businesses Opportunity Amendment Act of 2000 (“the Amendment”), D.C. Law 13-169.

An SBE must be certified as small in the procurement category of **Professional Services** in order to be eligible to submit a bid in response to this solicitation.

**B.3 TYPE OF CONTRACT**

The District contemplates award of a labor hour contract with fixed labor rates.

The fixed labor rates include all wages, overhead, general and administrative expense and profit.

The estimated ceiling amount for labor is shown below.

The Contractor shall not exceed the estimated ceiling amount without prior authorization from the Contracting Office in the form of a modification to this contract. The contractor shall not be paid for any labor hours in excess of the ceiling.

**B. 4 PRICE SCHEDULE**

The base period of the contract shall be six month from date of award.

**B.4.1 BASE PERIOD (Six Months for Dated of Award)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>0001</b>	Project Manager (1 Resource)	1,000	Hours	\$ _____	\$
<b>0002</b>	Functional Analyst (2 Resources)	2,000	Hours	\$ _____	\$
<b>0003</b>	Trainer (3 Resources)	3,000	Hours	\$ _____	\$
<b>0004</b>	System Tester (2 Resources)	2,000	Hours	\$ _____	\$
<b>0005</b>	End-User Support (5 Resources)	5,000	Hours	\$ _____	\$
<b>0006</b>	System Administrator (1 Resource)	1,000	Hours	\$ _____	\$
<b>0007</b>	Technical Analysis (1 Resource)	1,000	Hours	\$ _____	\$
<b>B.4.1 Base Period Ceiling Amount</b>					\$

**B.4.2 OPTION PERIOD ONE (Six Months)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1001</b>	Project Manager (1 Resource)	1,000	Hours	\$ _____	\$
<b>1002</b>	Functional Analyst (2 Resources)	2,000	Hours	\$ _____	\$
<b>1003</b>	Trainer (3 Resources)	3,000	Hours	\$ _____	\$
<b>1004</b>	System Tester (2 Resources)	2,000	Hours	\$ _____	\$
<b>1005</b>	End-User Support (5 Resources)	5,000	Hours	\$ _____	\$
<b>1006</b>	System Administrator (1 Resource)	1,000	Hours	\$ _____	\$

<b>1007</b>	Technical Analysis (1 Resource)	1,000	Hours	\$ _____	\$
<b>B.4.2 Option Period One Ceiling Amount</b>					\$

**B.4.3 OPTION PERIOD TWO (Six Months for Dated of Award)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Estimate Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>2001</b>	Project Manager (1 Resource)	1,000	Hours	\$ _____	\$
<b>2002</b>	Functional Analyst (2 Resources)	2,000	Hours	\$ _____	\$
<b>2003</b>	Trainer (3 Resources)	3,000	Hours	\$ _____	\$
<b>2004</b>	System Tester (2 Resources)	2,000	Hours	\$ _____	\$
<b>2005</b>	End-User Support (5 Resources)	5,000	Hours	\$ _____	\$
<b>2006</b>	System Administrator (1 Resource)	1,000	Hours	\$ _____	\$
<b>2007</b>	Technical Analysis (1 Resource)	1,000	Hours	\$ _____	\$
<b>B.4.3 Option Period Two Ceiling Amount</b>					\$

## SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Office of the Chief Technology Office (OCTO) is seeking a contractor to lead and complete the independent validation and verification, testing, training, documentation, and provide technical advice for the upgrade of the District's procurement system known as the **Procurement Automated Support System (PASS)**. PASS is built on the Ariba Spend Management software suite. The current instance of Ariba will be upgraded from Buyer version 7.1a SP 25 to version 8.2.2 and Analysis version 2.5 SP 10 to version 3.1.2 SP12. Ariba, Inc. has been awarded a contract to perform the upgrade installation.

#### C.1.1 Applicable Documents

Item No.	Title	Date
0001	<b>PASS Training Document Repository</b>	

#### C.1.2 Definitions

**C.1.2.1 ASM4** – Ariba Spend Management Release 4. This is a collection of Ariba products at a particular version level, including Buyer (v8.2.2), Analysis (v3.1 SP12), Strategic Sourcing and Contracts Compliance. The District seeks to upgrade two of these products: Ariba Buyer and Ariba Analysis.

**C.1.2.2 OCTO** – Office of the Chief Technology Officer within the Government of the District of Columbia.

**C.1.2.3 OCP** – Office of Contracting and Procurement within the Government of the District of Columbia.

**C.1.2.4 DCPS** – District of Columbia Public Schools.

**C.1.2.5 OCFO** – Office of the Chief Financial Officer within the Government of the District of Columbia.

**C.1.2.6 PASS** – Procurement Automated Support System. PASS is the procurement system for all District agencies. PASS is based on the Ariba Spend Management software suite. Currently, two products are implemented within the District government: Ariba Buyer and Ariba Analysis

**C.1.2.7 ODC1** – OCTO Data Center 1. The first of two primary data centers maintained by

OCTO that contains all mission-critical District government applications and technical infrastructure.

**C.1.2.8 ODC2** – OCTO Data Center 2. The second of two primary data centers maintained by OCTO that contains all mission-critical District government applications and technical infrastructure. PASS’ s production environment currently resides at this location.

**C.1.2.9 RSTARS** – Relational Standard Accounting and Reporting System. RSTARS is the financial/accounting system for the District government. PASS integrates heavily with RSTARS to handle the financial encumbrance and liquidation transactions that are critical to procurement within the District of Columbia government.

**C.1.2.10 ADPICS** – Advanced Purchasing and Inventory Control System. ADPICS is the legacy procurement system that PASS replaced in 2003.

**C.1.2.11 DBMS** – Database Management System. Oracle 10G with RAC configuration has been identified as the required DBMS for the upgrade.

**C.1.2.12 System Environments** – PASS Operations currently maintains several system environments, including assembly test, system test, training, production and fail-over environments. With this upgrade a new environment, user acceptance, will be added to the PASS migration path.

## **C.2 BACKGROUND**

C.2.1 The Procurement Automated Support System (PASS) is a District-wide Procurement application. The system is based on various modules of the Ariba Spend Management Suite and was customized to meet the District’ s specific procurement needs.

C.2.2 PASS features a fully integrated interface with the Relational Standard Accounting and Reporting System (RSTARS), the District’ s financial system, using the SeeBeyond eGate integration suite. This gives PASS the ability to automatically create pre-encumbrances, encumbrances, and liquidations to commit funds to pay vendors.

C.2.3 PASS leverages the functionality of the Ariba Supplier Network to send purchase orders electronically to enabled vendors.

C.2.4 PASS was brought online on July 23, 2003 with two District agencies. By November 2003, there were a total of 57 agencies that were using the PASS system.

C.2.5 On April 2, 2004, the Analysis module was implemented within the Office of Contract and

Procurement (OCP). The Analysis module is used to create ad hoc reports and perform trend analysis.

C.2.6 On April 26, 2004, PASS was configured for commodity based buying.

C.2.7 As of September 30, 2005, PASS is used by all agencies for all procurement and Direct Voucher spend, except for DC Public Schools (DCPS). The use of the legacy procurement system (ADPICS) has been eliminated.

C.2.8 DCPS was brought on line March 27, 2006.

C.2.9 PASS Analysis is used by OCP to create ad-hoc reports based on defined data dimensions in the Buyer module. Commodity managers can use the tool to track spending trends, staff workloads and cycle times. It has helped OCP to analyze data and refine the commodity buying process.

C.2.10 PASS currently has approximately 3,600 users and services 90 agencies. Over 50,000 transactions representing over \$2 billion in District spend are processed by PASS every fiscal year.

C.2.11 The District of Columbia has selected Ariba, Inc. to execute the upgrade installation. The District plans to implement ASM4 in mid-August, 2007.

### **C.3 REQUIREMENTS**

The following are a number of requirements and tasks that the contractor must fulfill as a part of the scope of work. A District Project Manager will be assigned to work with the team to provide assistance and oversight.

#### **C.3.1 Detailed Project Plan**

The selected contractor shall be responsible for submitting a detailed work plan that includes detailed tasks, completion dates, milestones, resources, resource allocation, estimated hours versus elapsed time supporting the upgrade of Ariba from Buyer v7.1a to Ariba v8.2.2 and Analysis v2.5 SP 10 to Analysis v3.1.2 SP12. This version level is generally known as the ASM 4 release. As such, the combined upgrade of Ariba Buyer from v7.1a SP 25 to v3.1.2 SP12 will be known as ASM 4 throughout this document. A full work plan is due to the District Project Manager within 10 working days of the contractor starting.

C.3.1.1 The contractor shall provide a sample project plan highlighting the major tasks of the upgrade including key milestones as part of the response to this solicitation.

### **C.3.2 Detailed Upgrade Approach and Project Management**

The selected contractor shall be responsible for putting together a detailed approach document for supporting the upgrade to Ariba ASM 4. The document should include a comprehensive plan for supporting the upgrade of the District's Ariba instance, while coinciding with the Project Plan. Specific areas within the document shall include:

- C.3.2.1 Preparation of environments/requirement assessment
- C.3.2.2 Cut over strategy
- C.3.2.3 Testing
  - C.3.2.3.1 Regression
  - C.3.2.3.2 System
  - C.3.2.3.3 Performance (Volume and Stress)
  - C.3.2.3.4 Integration
  - C.3.2.3.5 UAT
  - C.3.2.3.6 Connectivity
  - C.3.2.3.7 Data Conversion

### **C.3.3 Training**

- C.3.3.1 Any tools, methodologies, and/or best practices shall be included in the contractor's approach. In addition, the System Integrator must be prepared to use OCTO standard Configuration Management and Testing tools. At present, OCTO uses Merant Software Tracker and Version Manager to track System Change Requests and file versions, respectively. The District will make available these tools to the Contractor.
- C.3.3.2 A Detailed Upgrade Approach Document is due 15 working days within the contractor starting.

### **C.4 Approach**

- C.4.1 The contractor shall provide their overall approach to the support of the upgrade of the District's PASS System to Ariba ASM4 as part of their response to this solicitation. The contractor's approach (as a response to this solicitation) does not have to be as detailed as the final Approach Document, but should summarize the contractor's approach and must include any tools, methodologies,

and best practices that will be used throughout the project.

- C.4.2 The contractor shall also provide three different instances where they have proven their tools, methodology and best practices.
- C.4.3 The contractor shall ensure communications between the primary process partners (OCP, OCFO and OCTO) and independent agencies. Because of the scope of the upgrade, communications will be vital to update and obtain sign-offs from the primary process partners defined above and other independent agencies (most notably, the District of Columbia Public Schools). The incumbent shall be responsible for ensuring that all aspects of the upgrade project that requires communication between multiple groups are completed. This requirement includes activities such as weekly status reports and meetings, project plan updates, etc.
- C.4.4 The contractor shall participate and collaborate with Ariba, Inc. and District personnel to accomplish shared tasks. The District has selected Ariba, Inc. to perform the actual upgrade of the PASS application. There will be several activities where all three partners will share responsibility for the completion of a task (e.g. completion of testing). The incumbent of this contract shall fully cooperate with all necessary teams in order to complete the activity.
- C.4.5 The contractor shall comply with the OCTO standard work hours. Currently, the OCTO standard work hours are 8:30 am – 5:30 pm, Monday through Friday, with lunch taken from 12 pm – 1 pm. Deviation from this schedule by contractors is strictly prohibited without prior written consent from the District Program Manager assigned to this project.
- C.4.6 The contractor shall submit timesheets on a weekly basis to the District Program Manager by 12:00 pm each Monday for the prior week. The contractor shall utilize the standard OCTO timesheet given to the contractor after award of this contract.
- C.4.7 The contractor shall perform all work related to this contract at locations assigned by the District. The District will make available sufficient office space required to perform the requirements of this contract to the contractor.

**C.5. Testing, Technical Advice, and Independent Verification and Validation for ASM4 Upgrade**

- C.5.1 The contractor shall ensure completion of all testing above the Assembly environment. There will be various rounds of testing during the upgrade. Currently, PASS Operations maintains two core testing environments (Assembly and System

Test). Additional testing environments will be created during this upgrade, including a User Acceptance Test environment. While the Assembly test environment will belong to the Ariba upgrade team, all other testing shall be conducted and completed by the Contractor in conjunction with independent OCTO System Testers and a population of end users. The contractor shall complete a Test Plan to cover all testing phases described in Section 3.2 of this document. The District will provide the hardware and technical infrastructure for all testing environments. While performing the testing, the Contractor shall utilize District-furnished testing tools. Currently, the District utilizes Mercury TestDirector and QC.

C.5.2 The contractor shall assist Ariba and OCTO in defining and implementing the new technical infrastructure for the production upgraded instance. Ariba, Inc. will be primarily responsible for defining and implementing a new technical infrastructure that will take full advantage of the clustering ability of ASM4. However, this infrastructure must be independently evaluated by the incumbent of this contract. The final decision of the actual technical infrastructure used will be determined by OCTO.

C.5.3 Ariba experience is not mandatory, but it is strongly recommended.

## **C.6 Training Materials Update for ASM4 Upgrade**

C.6.1 The contractor shall update/replace all training materials. The User Interface in ASM 4 is considerably different than the version of Ariba that the District is currently running. All training materials, job aides, and procedures shall be updated and/or replaced to reflect the new user interface. The PASS training document repository consists of over 75 documents. Most of these documents are no more than five pages. The primary training manuals, however, are several hundred pages in length. Three primary training manuals currently exist. All training materials shall be updated and/or replaced with ASM4-specific screenshots and instruction sets. All training materials will be approved by the Office of Financial Operations and Systems as well as OCP and OCTO.

C.6.2 The contractor shall create and disseminate Computer Based Training modules explaining the differences between Ariba v7.1 and ASM4 with District enhancements. Because the User Interface of ASM4 varies greatly from Buyer v7.1 and Analysis 2.5, the entire PASS user community shall be briefed on the differences. However, because the PASS user community consists of over 3700 users, it is infeasible to resend every PASS user through training in a traditional classroom environment. Therefore, the District requires that Computer Based Training modules (CBTs) must be developed and disseminated to all PASS users so they may familiarize themselves with the new User Interface at their own pace

and time. The District will provide the software and hardware necessary to complete this requirement.

### **C.7.1 Training Execution**

- C.7.1 The contractor shall execute classroom training for required employees. The District recognizes that there may be a need to train a percentage of the PASS user community in a classroom environment for various reasons. The incumbent of this contract must be prepared to train up to 1000 users in a classroom environment if needed. The District will provide sufficient classroom time and space to execute this training.
- C.7.2 The contractor shall execute “train-the-trainer” sessions. PASS training is handled by the Office of Financial Operations and Systems within the Office of the Chief Financial Officer. Currently, there are two trainers that perform PASS training for the District. These trainers shall be involved with the development of the updated and/or replaced training materials as well as trained to provide the new training materials to all PASS users.
- C.7.3 The contractor shall perform Upgrade Information Sessions. The sessions shall be designed to allow the end users to interact with a trainer regarding the differences between Ariba v7.1 and ASM4. The contractor shall use a combination of web technology (such as WebEx or Microsoft Live Meeting) to hold virtual Upgrade Information Sessions up to 2 hours in length, twice a day, Monday-Friday for 12 weeks. These virtual Upgrade Information Sessions shall handle up to 100 users per session. The contractor shall also perform physical, or “live”, Upgrade Sessions, up to 2 hours in length, twice a week for 12 weeks. These sessions shall accommodate up to 75 users per session.

### **C.8. Technical Documentation Update**

- C.8.1 The contractor shall ensure PASS technical design and runbooks are updated. The technical design and operation of ASM4 also varies greatly with Ariba Buyer 7.1 and Analysis 2.5. Therefore, the technical design and operational runbooks shall be updated and/or replaced.
- C.8.2 The contractor shall ensure failover and disaster recovery procedures are documented and tested. One of the primary benefits of the upgrade to ASM4 is to utilize the multi-node capabilities of this release. These capabilities will allow the District to implement a high-availability architecture for PASS. This architecture must be documented and tested in conjunction with OCTO

personnel to ensure that a high-availability environment is indeed implemented.

## **C.9. Post-implementation Support**

- C.9.1 The contractor shall provide post-production functional support. After the implementation, the end-user community will require additional tier 1 and tier 2 functional support more than normally provided by PASS Operations. The contractor shall provide support to over 3700 users located at various locations within the District of Columbia. Up to 5 additional functional analysts with at least 2 years of Ariba experience (either 7.1 or ASM 4) shall be allocated to complete this requirement for up to 12 weeks.

**SECTION D: PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

**SECTION E: INSPECTION AND ACCEPTANCE:**

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

## **SECTION F: PERIOD OF PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of six (6) months, from date of award specified on the cover page of the contract.

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

F.2.1 The District may extend the term of this contract for a period of two (2) six (6) month option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed an eighteen month period.

### **F.3 DELIVERABLES OR PERFORMANCE**

**F.3.1 Deliverables for CLINs under Section B.3.4 (Base Period), B.3.5 (Option Period One) and B.3.6 (Option Period Two).**

<b>Item Number</b>	<b>Deliverable</b>	<b>Qty</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
1	Master Project Plan	1	Microsoft Word and Project; approved hard copy and soft copy	10 days from award
2	Test Plan	1	Microsoft Word and Project; approved hard copy and soft copy	15 days from project start
3	System Test Completion Report	1	Microsoft Word; approved hard copy.	90 days from project start

4	User Acceptance Test Completion Report	1	Microsoft Word; approved hard copy.	90 days from project start
5	Performance Test Completion Report	1	Microsoft Word; approved hard copy.	90 days from project start
6	Change Management Plan	1	Microsoft Word and Project; approved hard copy and soft copy	10 days from project start
7	Training Plan	1	Microsoft Word and Project; approved hard copy and soft copy	10 days from project start
8	ASM4 Training Materials	1	Microsoft Word approved hard copy and Portable Document Format (PDF)	30 days from project start
9	CBT Presentation	1	Format will be determined at time of training plan approval	30 days from project start
10	Upgrade Information Session training presentation	1	Format will be determined at time of training plan approval	30 days from project start
11	Production Cutover Plan	1	Microsoft Word and Project; approved hard copy and soft copy	100 days from project start
12	Post-Production Support Plan	1	Microsoft Word and Project; approved hard copy and soft copy	90 days from project start
13	Technical System Documentation	1	Microsoft Word; approved hard copy and soft copy	100 days from project start

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

**SECTION G: CONTRACT ADMINISTRATION DATA:**

**G.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.1 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.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the CFO is:

**Name:** Office of the Controller/Agency CFO  
**Address:** 441 – 4<sup>th</sup> Street, NW, Suite 960 North  
Washington, DC 20001  
**Telephone:** 202-727-6508

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, DUNS number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

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

G.2.2.4 Other supporting documentation or information, as required by the contracting officer;

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

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

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

G.2.2.8 Authorized signature.

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

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

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

### **G.4 METHOD OF PAYMENT:**

The method of payment shall be based upon a firm fixed rate plus a fixed labor rate set forth in the contractor's pricing schedule. Installments shall be based on the Contractor's milestone schedule proposed each month with ten percent (10%) withholdings. Payment is dependent on the District's approval and acceptance of milestones identified in the project schedule due within ten (10) calendar days of the contract award (see Section F.3 for deliverables).

**G. 4.1** For each invoice, the District shall withhold 10% as surety for successful implementation and operation of the system for at least three months after each milestone implementation date. If, for example, the project begins on October 1, 2004, the first milestone payment is made three months after the start of the project. The 10% withholding would be paid at the end of the three-month successful operation period. The last payment will be made after a three-month stabilization and customer acceptance period.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

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

### **G.6.1 Interest Penalties to Contractors**

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

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

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

### **G.6.2 Payments to Subcontractors**

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

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

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

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

G.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 CONTRACTING OFFICER (CO):**

G.6.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Mr. William Sharp, Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW, Suite 930  
South  
Washington, DC 20001

G.6.2 Refer all inquiries regarding this RFP to:

Mrs. Maribel Torres  
Contracts Specialist  
441 4<sup>th</sup> Street, N.W., Suite 930 S  
Washington, D.C. 20001  
Telephone Number: (202) 727 – 8264  
[maribel.torres@dc.gov](mailto:maribel.torres@dc.gov)

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

- G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

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

- G.8.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract will be assigned upon award of this contract.
- G.8.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.8.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

The Contractor shall be bound by the Wage Determination Number 2005-2103 Rev(2) dated: November 7, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation.

The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to

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

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

- H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).
- H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:
- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
  - (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
  - (2) Number of current employees transferred;
  - (3) Number of new job openings created;
  - (4) Number of job openings listed with DOES;
  - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
  - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    - (a) Name;
    - (b) Social security number;
    - (c) Job title;

- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

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

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

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

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

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

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

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

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

**H.6 PROTECTION OF PROPERTY:**

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 *et seq.*

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

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

**H.9 CONTRACTOR RESPONSIBILITIES**

**H.9.1** The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

**H.9.2** During performance of work and/or at completion of work, the Contractor shall provide the orderly hand-over of work products and deliverables to the designated District representative.

**H.9.3** All invoices shall be submitted for certification to the COTR.

**H.9.4** The Contractor shall provide PC' s and cell phones for his/her respective staff.

**H.10 WAY TO WORK AMENDMENT ACT OF 2006**

**H.10.1** Except as described in H.10. 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.10.2** 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](http://www.ocp.dc.gov).

**H.10.3** 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.10.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.10.5** The Contractor shall provide a copy of the Fact Sheet attached as J.03 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.04 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.10.6** 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.10.7** 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.10.8** 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.10.9** 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.

## **SECTION I: CONTRACT CLAUSES**

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

I.1.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on Solicitation Attachments under the heading “Information”, then click on “Standard Contract Provisions (March 2007)”.

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

I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

I.5.1 “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.5.7.1 the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the

District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 INSURANCE**

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

**I.8.1.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.

**I.8.1.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.

**I.8.1.3 Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

**I.8.1.4 Errors and Omissions Liability Insurance**, \$1,000,000 limits per claim.

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

**I.10 ORDER OF PRECEDENCE**

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

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**I.12 OTHER CONTRACTORS**

**I.12.1** 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.

**SECTION J: LIST OF ATTACHMENTS**

- J.01** Standard Contract Provisions
- J.02** Wage Determination Number 2005-2103 Rev(2) dated: November 7, 2006
- J.03** Living Wage Act Fact Sheet
- J.04** Living Wage Act Notice

**INCORPORATED ATTACHMENTS** - The following forms shall be completed and incorporated with the offer (**Attachments J.05 to J.10**). In addition, Attachments J.05 to J.08 forms are located at [www.ocp.dc.gov](http://www.ocp.dc.gov).

- J.05** E.E.O. Information and Mayor' s Order 85-85
- J.06** Tax Certification Affidavit
- J.07** First Source Employment Agreement
- J.08** Cost/Price Data Package
- J.09** Experience Questionnaire
- J.10** Past Performance

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

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

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

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

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

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

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

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

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

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

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

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

Each offeror shall check one of the following:

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

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

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

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

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

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

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

1) Is the person in the offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will

not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.06.

## 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 a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### L.1.2 Initial Offers

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

### L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "**Technical Proposal**" and "**Price Proposal**". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, e-mail, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. DCTO-2007-R-0043 PASS Up-Grade Function Support**" and name of offeror.

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

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

**L.3.1 Proposal Submission**

Proposals must be submitted no later than May 11, 2007, 2:00 PM. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.3.2 Withdrawal or Modification of Proposals**

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

**L.3.3 Postmarks**

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

**L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

### **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

### **L.5 FAILURE TO SUBMIT OFFERS**

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

### **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the

procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

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

## **L.9 SIGNING OF OFFERS**

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

## **L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be

construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL PRICE**

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

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

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

**L.14** If a Contractor has any additional questions relative to this solicitation, the Contractor shall submit the questions in writing to the Contact Person, identified on page one, no later than **ten (10) calendar days** prior to the closing date and time indicated for this solicitation.

**L.14.1** An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.15 CERTIFICATES OF INSURANCE**

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

William Sharp  
Contracting Officer  
Office of Contracting and Procurement (OCP)  
441 4<sup>th</sup> Street, N.W., Suite 700 S  
Washington, D.C. 20001  
Telephone Number: (202) 727-0252

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.17 BEST AND FINAL OFFERS**

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

**L.18 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.18.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its

exemption from such requirements; and

**L.18.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.19 FAMILIARIZATION WITH CONDITIONS**

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

## **L.20 STANDARDS OF RESPONSIBILITY**

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

**L.20.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.20.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.20.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.20.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.20.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.20.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.20.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.20.8** If the prospective contractor fails to supply the information requested, the Contracting

Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

- L.21** The proposal should include rate for onsite work where District provides space and supporting equipment (telephones, network, access, etc.) Contractor shall also incur costs, not to exceed \$200 per month, for public transportation as required by contractor staff members as needed to respond to trouble calls and attend meetings as needed.

#### **L.222 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **1 p.m. on April 10, 2007 at 441 4<sup>th</sup> Street, NW, Suite 700S, Washington, D.C. 20001**. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than two working days after the pre-proposal conference in order to generate an official answer. Official answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

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

### **M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

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

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

### **M. 3 EVALUATION CRITERIA**

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

#### **M.3.1 TECHNICAL CRITERIA (70 Points)**

##### **M.3.1.1 Project Plan – 20 Points**

Points in this category will be awarded based on evaluation of the Offeror's project plan for fulfilling the requirements in sections C.3.1 through C.3.9. Evaluation will be based upon:

- a) Demonstrated understanding of the District objectives and requirements.
- b) Demonstrated capabilities satisfying the post-implementation requirement as described in sections C.3.9.
- c) Approach to performing and satisfying the post-implementation requirement as described in section C.3.9.
- d) Approach to project management and control.
- e) Comprehensiveness of the Offeror's approach and plan, including the specific work steps, as measured by the quality of the plan's coverage of all tasks and deliverables necessary to complete the requirements set forth in sections C.3.1 through C.3.9.
- f) Feasibility of the Offeror's detailed project work plan and schedule that addresses all activities, tasks, and subtasks to complete all requirements as described in section C.3.1 through C.3.9 as measured by the proposed level of effort, planned task duration, and delivery dates.

### **M.3.1.2 Training Approach – 20 Points**

Points in this category will be awarded based on evaluation of the offeror's documented approach for fulfilling the requirements in sections C.6 and C.7. Evaluation of this category will be similar to the category above. However, because the end-user training is considered critical to the successful completion of this contract, the training approach and plan will be evaluated separately from the overall project plan. Evaluation will be based upon:

- a) Demonstrated understanding of the District objectives and requirements.
- b) Demonstrated capabilities satisfying the training requirements as described in sections C.6 and C.7.
- c) Approach to performing the satisfying the training requirements as described in sections C.6 and C.7.
- d) Comprehensiveness of the Offeror's approach and plan, including the specific work steps, as measured by the quality of the plan's coverage of all tasks and deliverables necessary to complete the requirements set forth in sections C.6 and C.7.
- e) Feasibility of the Offeror's detailed project work plan and schedule that addresses all activities, tasks, and subtasks to complete all requirements as described in section C.6 and C.7 as measured by the proposed level of effort, planned task duration, and delivery dates.

### **M.3.1.3 Testing Approach – 20 Points**

Points in this category will be awarded based on evaluation of the offeror's documented approach for fulfilling the requirements in sections C.5. Evaluation of this category will be similar to the category above. However, because technical and functional testing is considered critical to the successful completion of this contract, the testing approach and plan will be evaluated separately from the overall project plan. Evaluation will be based upon:

- a) Demonstrated understanding of the District objectives and requirements.
- b) Demonstrated capabilities satisfying the testing requirements as described in section C.5.
- c) Approach to performing the satisfying the testing requirements as described in section C.5.

d) Comprehensiveness of the Offeror's approach and plan, including the specific work steps, as measured by the quality of the plan's coverage of all tasks and deliverables necessary to complete the requirements set forth in section C.5.

e) Feasibility of the Offeror's detailed project work plan and schedule that addresses all activities, tasks, and subtasks to complete all requirements as described in section C.5.

**M.3.1.4 Prior Experience- 10 Points**

Points in this category will be awarded based on evaluation of the Offeror's previous experience in supporting ERP implementations in general and Ariba implementations specifically as outlined in section C.4.

**M.3.2 PRICE CRITERIA (30 Points)**

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 30 \text{ weight} = \text{Evaluated price score}$$

**M.3.3 PREFERENCE FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE (12 Points Maximum)**

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

**M.4 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget

Support Act of 2005”, D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.4.1 GENERAL PREFERENCES**

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

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

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

The preferences shall be applicable to prime contractors as follows:

- M.4.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a

100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

- M.4.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.4.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.4.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.4.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.4.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

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

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

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

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

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

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

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

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

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

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

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

## **M.5 EVALUATION OF OPTION PERIODS**

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

## **M.6 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.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**STANDARD CONTRACT PROVISIONS**

**FOR USE WITH**

**DISTRICT OF COLUMBIA GOVERNMENT  
SUPPLIES AND SERVICES CONTRACTS**

**March 2007**

**OFFICE OF CONTRACTING AND PROCUREMENT  
SUITE 700 SOUTH  
441 4<sup>th</sup> STREET, NW  
WASHINGTON, DC 20001**

**STANDARD CONTRACT PROVISIONS**  
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**1. Covenant Against Contingent Fees:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

**2. Shipping Instructions – Consignment:**

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

**3. Patents:**

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

**4. Quality:**

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

**5. Inspection Of Supplies:**

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
  - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
  - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

**6. Inspection Of Services:**

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

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- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

**7. Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

**8. Default:**

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.
- (f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

**9. Indemnification:**

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

**10. Transfer:**

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

**11. Taxes:**

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children's Center – Exemption No. 4648

c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

**12. Appointment of Attorney:**

- (a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.
- (b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

**13. District Employees Not To Benefit:**

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**14. Disputes:**

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
  - (1) A description of the claim and the amount in dispute;
  - (2) Any data or other information in support of the claim;
  - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
  - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
  - (1) Provide a description of the claim or dispute;
  - (2) Refer to the pertinent contract terms;
  - (3) State the factual areas of agreement and disagreement;
  - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (6) Indicate that the written document is the contracting officer's final decision; and
  - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
  - (a) Provide a description of the claim or dispute;
  - (b) Refer to the pertinent contract terms;
  - (c) State the factual areas of agreement and disagreement;
  - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (f) Indicate that the written document is the Contracting Officer's final decision; and
  - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

**15. Changes:**

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

**16. Termination For Convenience Of The District:**

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - (3) Terminate all contracts to the extent they relate to the work terminated.

- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
  - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
  - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
  - (2) The total of :
    - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
    - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
    - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
  - (3) The reasonable cost of settlement of the work terminated, including-
    - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
  - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
  - (2) Any claim which the District has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
  - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

**17. Recovery Of Debts Owed The District:**

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

**18. Retention and Examination Of Records:**

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

**19. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
  - (b) recruitment, or recruitment advertising;
  - (c) demotion, layoff, or termination;
  - (d) rates of pay, or other forms of compensation; and
  - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
  - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
  - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

**20. Definitions:**

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

**21. Health And Safety Standards:**

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

**22. Appropriation Of Funds:**

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

**23. Buy American Act:**

- (a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
  - (1) For use outside the United States;
  - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
  - (3) For which the District determines that domestic preference would be inconsistent with the public interest; or
  - (4) For which the District determines the cost to be unreasonable.

**24. Service Contract Act of 1965:**

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).
  - (1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.
  - (2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.
- (b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.
- (c) Compensation.

- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.
- (2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) 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 class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
  - (a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;
  - (b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
  - (c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

- (d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;
  - (e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
  - (f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;
  - (g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.
  - (4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

- (d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.
- (e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:
  - (1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
  - (2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

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- (g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- (h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
  - (1) For each employee subject to the Act:
    - (a) Name and address;
    - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
    - (c) Daily and weekly hours worked; and
    - (d) Any deductions, rebates, or refunds from total daily or weekly compensation.
  - (2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.
  - (3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.
- (l) Contractor's report:
  - (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.
  - (2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- (m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.
- (n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.
  - (1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

- (ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
  - (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.
- (2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

**25. Cost and Pricing Data:**

- (a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

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- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
  - (1) Vendor quotations;
  - (2) Nonrecurring costs;
  - (3) Information on changes in production methods or purchasing volume;
  - (4) Data supporting projections of business prospects and objectives and related operations costs;
  - (5) Unit – cost trends such as those associated with labor efficiency;
  - (6) Make or buy decisions;
  - (7) Estimated resources to attain business goals;
  - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
  - (1) final payment under the contract;

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- (2) final termination settlement; or
- (3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

**26. Multiyear Contract:**

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

**27. Termination Of Contracts For Certain Crimes And Violations:**

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
  - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
  - (2) There has been any breach or violation of:
    - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
    - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
  - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
  - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

05-2103 DC,DISTRICT-WIDE

WAGE DETERMINATION NO: 05-2103 REV (02) AREA: DC,DISTRICT-WIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:05-2104

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REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT ADMINISTRATION By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS  WAGE AND HOUR DIVISION WASHINGTON D.C. 20210  Wage Determination No.: 2005-  2103 Revision No.: 2 Date Of Revision:
William W.Gross                      Division of Director                                  Wage Determinations		
11/07/2006		

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.79
01012 - Accounting Clerk II	15.49
01013 - Accounting Clerk III	17.32
01020 - Administrative Assistant	21.45
01040 - Court Reporter	17.49
01051 - Data Entry Operator I	12.67

01052 - Data Entry Operator II  
13.82  
01060 - Dispatcher, Motor Vehicle  
16.50  
01070 - Document Preparation Clerk  
12.75  
01090 - Duplicating Machine Operator  
12.75  
01111 - General Clerk I  
13.72  
01112 - General Clerk II  
15.32  
01113 - General Clerk III  
18.74  
01120 - Housing Referral Assistant  
20.84  
01141 - Messenger Courier  
10.23  
01191 - Order Clerk I  
14.74  
01192 - Order Clerk II  
16.29  
01261 - Personnel Assistant (Employment) I  
15.45  
01262 - Personnel Assistant (Employment) II  
17.49  
01263 - Personnel Assistant (Employment) III  
20.84  
01270 - Production Control Clerk  
20.78  
01280 - Receptionist  
12.29  
01290 - Rental Clerk  
15.45  
01300 - Scheduler, Maintenance  
15.45  
01311 - Secretary I  
16.11  
01312 - Secretary II  
17.61  
01313 - Secretary III  
20.84  
01320 - Service Order Dispatcher  
15.82  
01410 - Supply Technician  
21.45  
01420 - Survey Worker  
17.49  
01531 - Travel Clerk I  
11.69  
01532 - Travel Clerk II  
12.57  
01533 - Travel Clerk III  
13.50

01611 - Word Processor I  
13.76  
01612 - Word Processor II  
15.45  
01613 - Word Processor III  
17.49  
05000 - Automotive Service Occupations  
05005 - Automobile Body Repairer, Fiberglass  
24.49  
05010 - Automotive Electrician  
19.43  
05040 - Automotive Glass Installer  
18.31  
05070 - Automotive Worker  
18.31  
05110 - Mobile Equipment Servicer  
15.74  
05130 - Motor Equipment Metal Mechanic  
20.48  
05160 - Motor Equipment Metal Worker  
18.31  
05190 - Motor Vehicle Mechanic  
20.48  
05220 - Motor Vehicle Mechanic Helper  
16.81  
05250 - Motor Vehicle Upholstery Worker  
17.88  
05280 - Motor Vehicle Wrecker  
18.31  
05310 - Painter, Automotive  
19.43  
05340 - Radiator Repair Specialist  
18.31  
05370 - Tire Repairer  
14.43  
05400 - Transmission Repair Specialist  
20.48  
07000 - Food Preparation And Service Occupations  
07010 - Baker  
13.18  
07041 - Cook I  
11.88  
07042 - Cook II  
13.18  
07070 - Dishwasher  
9.76  
07130 - Food Service Worker  
10.25  
07210 - Meat Cutter  
16.07  
07260 - Waiter/Waitress  
8.59  
09000 - Furniture Maintenance And Repair Occupations  
09010 - Electrostatic Spray Painter

18.05  
09040 - Furniture Handler  
12.55  
09080 - Furniture Refinisher  
18.05  
09090 - Furniture Refinisher Helper  
13.85  
09110 - Furniture Repairer, Minor  
16.01  
09130 - Upholsterer  
18.05  
11000 - General Services And Support Occupations  
11030 - Cleaner, Vehicles  
9.67  
11060 - Elevator Operator  
9.79  
11090 - Gardener  
15.70  
11122 - Housekeeping Aide  
10.89  
11150 - Janitor  
10.89  
11210 - Laborer, Grounds Maintenance  
11.81  
11240 - Maid or Houseman  
10.41  
11260 - Pruner  
10.89  
11270 - Tractor Operator  
14.19  
11330 - Trail Maintenance Worker  
11.81  
11360 - Window Cleaner  
11.31  
12000 - Health Occupations  
12010 - Ambulance Driver  
16.06  
12011 - Breath Alcohol Technician  
16.06  
12012 - Certified Occupational Therapist Assistant  
19.99  
12015 - Certified Physical Therapist Assistant  
19.99  
12020 - Dental Assistant  
16.90  
12025 - Dental Hygienist  
40.68  
12030 - EKG Technician  
24.34  
12035 - Electroneurodiagnostic Technologist  
24.34  
12040 - Emergency Medical Technician  
16.06  
12071 - Licensed Practical Nurse I

17.15  
12072 - Licensed Practical Nurse II  
19.18  
12073 - Licensed Practical Nurse III  
21.38  
12100 - Medical Assistant  
14.23  
12130 - Medical Laboratory Technician  
16.96  
12160 - Medical Record Clerk  
14.96  
12190 - Medical Record Technician  
16.47  
12195 - Medical Transcriptionist  
14.96  
12210 - Nuclear Medicine Technologist  
28.69  
12221 - Nursing Assistant I  
9.37  
12222 - Nursing Assistant II  
10.53  
12223 - Nursing Assistant III  
12.18  
12224 - Nursing Assistant IV  
13.68  
12235 - Optical Dispenser  
15.15  
12236 - Optical Technician  
13.10  
12250 - Pharmacy Technician  
14.32  
12280 - Phlebotomist  
13.68  
12305 - Radiologic Technologist  
27.61  
12311 - Registered Nurse I  
24.92  
12312 - Registered Nurse II  
31.22  
12313 - Registered Nurse II, Specialist  
31.22  
12314 - Registered Nurse III  
37.77  
12315 - Registered Nurse III, Anesthetist  
37.77  
12316 - Registered Nurse IV  
45.28  
12317 - Scheduler (Drug and Alcohol Testing)  
17.57  
13000 - Information And Arts Occupations  
13011 - Exhibits Specialist I  
17.98  
13012 - Exhibits Specialist II  
23.33

13013 - Exhibits Specialist III  
28.07  
13041 - Illustrator I  
18.73  
13042 - Illustrator II  
23.42  
13043 - Illustrator III  
28.82  
13047 - Librarian  
24.54  
13050 - Library Aide/Clerk  
11.38  
13054 - Library Information Technology Systems Administrator  
22.15  
13058 - Library Technician  
17.88  
13061 - Media Specialist I  
15.99  
13062 - Media Specialist II  
17.88  
13063 - Media Specialist III  
19.94  
13071 - Photographer I  
14.67  
13072 - Photographer II  
17.18  
13073 - Photographer III  
21.52  
13074 - Photographer IV  
26.05  
13075 - Photographer V  
29.15  
13110 - Video Teleconference Technician  
15.99  
14000 - Information Technology Occupations  
14041 - Computer Operator I  
15.45  
14042 - Computer Operator II  
17.49  
14043 - Computer Operator III  
19.50  
14044 - Computer Operator IV  
21.67  
14045 - Computer Operator V  
24.00  
14071 - Computer Programmer I (1)  
21.60  
14072 - Computer Programmer II (1)  
25.66  
14073 - Computer Programmer III (1)  
27.62  
14074 - Computer Programmer IV (1)  
27.62  
14101 - Computer Systems Analyst I (1)

27.62  
14102 - Computer Systems Analyst II (1)  
27.62  
14103 - Computer Systems Analyst III (1)  
27.62  
14150 - Peripheral Equipment Operator  
15.45  
14160 - Personal Computer Support Technician  
21.67  
15000 - Instructional Occupations  
15010 - Aircrew Training Devices Instructor (Non-Rated)  
34.39  
15020 - Aircrew Training Devices Instructor (Rated)  
40.64  
15030 - Air Crew Training Devices Instructor (Pilot)  
46.05  
15050 - Computer Based Training Specialist / Instructor  
31.26  
15060 - Educational Technologist  
27.99  
15070 - Flight Instructor (Pilot)  
46.05  
15080 - Graphic Artist  
23.02  
15090 - Technical Instructor  
21.70  
15095 - Technical Instructor/Course Developer  
26.54  
15110 - Test Proctor  
17.31  
15120 - Tutor  
17.31  
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations  
16010 - Assembler  
8.71  
16030 - Counter Attendant  
8.71  
16040 - Dry Cleaner  
11.10  
16070 - Finisher, Flatwork, Machine  
8.71  
16090 - Presser, Hand  
8.71  
16110 - Presser, Machine, Drycleaning  
8.71  
16130 - Presser, Machine, Shirts  
8.71  
16160 - Presser, Machine, Wearing Apparel, Laundry  
8.71  
16190 - Sewing Machine Operator  
11.90  
16220 - Tailor  
12.63  
16250 - Washer, Machine

9.44  
19000 - Machine Tool Operation And Repair Occupations  
    19010 - Machine-Tool Operator (Tool Room)  
18.95  
    19040 - Tool And Die Maker  
23.05  
21000 - Materials Handling And Packing Occupations  
    21020 - Forklift Operator  
16.25  
    21030 - Material Coordinator  
20.54  
    21040 - Material Expediter  
20.54  
    21050 - Material Handling Laborer  
12.65  
    21071 - Order Filler  
13.21  
    21080 - Production Line Worker (Food Processing)  
16.25  
    21110 - Shipping Packer  
14.46  
    21130 - Shipping/Receiving Clerk  
14.46  
    21140 - Store Worker I  
9.96  
    21150 - Stock Clerk  
14.35  
    21210 - Tools And Parts Attendant  
16.99  
    21410 - Warehouse Specialist  
16.25  
23000 - Mechanics And Maintenance And Repair Occupations  
    23010 - Aerospace Structural Welder  
23.35  
    23021 - Aircraft Mechanic I  
22.24  
    23022 - Aircraft Mechanic II  
23.35  
    23023 - Aircraft Mechanic III  
24.52  
    23040 - Aircraft Mechanic Helper  
15.10  
    23050 - Aircraft, Painter  
21.29  
    23060 - Aircraft Servicer  
17.82  
    23080 - Aircraft Worker  
18.09  
    23110 - Appliance Mechanic  
20.60  
    23120 - Bicycle Repairer  
14.43  
    23125 - Cable Splicer  
24.77

23130 - Carpenter, Maintenance  
20.36  
23140 - Carpet Layer  
18.70  
23160 - Electrician, Maintenance  
24.85  
23181 - Electronics Technician Maintenance I  
21.36  
23182 - Electronics Technician Maintenance II  
22.80  
23183 - Electronics Technician Maintenance III  
24.02  
23260 - Fabric Worker  
17.90  
23290 - Fire Alarm System Mechanic  
21.46  
23310 - Fire Extinguisher Repairer  
16.50  
23311 - Fuel Distribution System Mechanic  
22.81  
23312 - Fuel Distribution System Operator  
19.38  
23370 - General Maintenance Worker  
19.01  
23380 - Ground Support Equipment Mechanic  
22.24  
23381 - Ground Support Equipment Servicer  
17.82  
23382 - Ground Support Equipment Worker  
18.09  
23391 - Gunsmith I  
16.50  
23392 - Gunsmith II  
19.18  
23393 - Gunsmith III  
21.46  
23410 - Heating, Ventilation And Air-Conditioning Mechanic  
20.99  
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research  
Facility)  
22.12  
23430 - Heavy Equipment Mechanic  
21.46  
23440 - Heavy Equipment Operator  
21.46  
23460 - Instrument Mechanic  
21.46  
23465 - Laboratory/Shelter Mechanic  
20.36  
23470 - Laborer  
14.27  
23510 - Locksmith  
19.17  
23530 - Machinery Maintenance Mechanic

21.46  
23550 - Machinist, Maintenance  
21.52  
23580 - Maintenance Trades Helper  
15.10  
23591 - Metrology Technician I  
21.46  
23592 - Metrology Technician II  
22.61  
23593 - Metrology Technician III  
23.72  
23640 - Millwright  
23.30  
23710 - Office Appliance Repairer  
20.36  
23760 - Painter, Maintenance  
20.36  
23790 - Pipefitter, Maintenance  
22.76  
23810 - Plumber, Maintenance  
20.99  
23820 - Pneudraulic Systems Mechanic  
21.46  
23850 - Rigger  
21.46  
23870 - Scale Mechanic  
19.18  
23890 - Sheet-Metal Worker, Maintenance  
21.46  
23910 - Small Engine Mechanic  
20.05  
23931 - Telecommunications Mechanic I  
24.43  
23932 - Telecommunications Mechanic II  
25.75  
23950 - Telephone Lineman  
22.21  
23960 - Welder, Combination, Maintenance  
21.46  
23965 - Well Driller  
21.46  
23970 - Woodcraft Worker  
21.46  
23980 - Woodworker  
16.50  
24000 - Personal Needs Occupations  
24570 - Child Care Attendant  
11.58  
24580 - Child Care Center Clerk  
16.15  
24610 - Chore Aide  
9.58  
24620 - Family Readiness And Support Services Coordinator  
12.95

24630 - Homemaker  
16.75  
25000 - Plant And System Operations Occupations  
25010 - Boiler Tender  
24.06  
25040 - Sewage Plant Operator  
20.08  
25070 - Stationary Engineer  
24.06  
25190 - Ventilation Equipment Tender  
16.76  
25210 - Water Treatment Plant Operator  
20.08  
27000 - Protective Service Occupations  
27004 - Alarm Monitor  
17.19  
27007 - Baggage Inspector  
11.51  
27008 - Corrections Officer  
18.75  
27010 - Court Security Officer  
21.42  
27030 - Detection Dog Handler  
16.67  
27040 - Detention Officer  
18.75  
27070 - Firefighter  
21.58  
27101 - Guard I  
11.51  
27102 - Guard II  
16.67  
27131 - Police Officer I  
23.94  
27132 - Police Officer II  
26.60  
28000 - Recreation Occupations  
28041 - Carnival Equipment Operator  
12.35  
28042 - Carnival Equipment Repairer  
13.30  
28043 - Carnival Equipment Worker  
8.40  
28210 - Gate Attendant/Gate Tender  
12.68  
28310 - Lifeguard  
11.29  
28350 - Park Attendant (Aide)  
14.18  
28510 - Recreation Aide/Health Facility Attendant  
10.35  
28515 - Recreation Specialist  
17.57  
28630 - Sports Official

11.29  
28690 - Swimming Pool Operator  
15.32  
29000 - Stevedoring/Longshoremen Occupational Services  
29010 - Blocker And Bracer  
20.55  
29020 - Hatch Tender  
20.55  
29030 - Line Handler  
20.55  
29041 - Stevedore I  
19.18  
29042 - Stevedore II  
21.64  
30000 - Technical Occupations  
30010 - Air Traffic Control Specialist, Center (HFO) (2)  
33.82  
30011 - Air Traffic Control Specialist, Station (HFO) (2)  
23.32  
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)  
25.68  
30021 - Archeological Technician I  
16.92  
30022 - Archeological Technician II  
18.85  
30023 - Archeological Technician III  
23.53  
30030 - Cartographic Technician  
24.62  
30040 - Civil Engineering Technician  
22.19  
30061 - Drafter/CAD Operator I  
17.77  
30062 - Drafter/CAD Operator II  
19.87  
30063 - Drafter/CAD Operator III  
22.15  
30064 - Drafter/CAD Operator IV  
25.66  
30081 - Engineering Technician I  
18.80  
30082 - Engineering Technician II  
21.11  
30083 - Engineering Technician III  
23.61  
30084 - Engineering Technician IV  
29.26  
30085 - Engineering Technician V  
35.26  
30086 - Engineering Technician VI  
43.30  
30090 - Environmental Technician  
21.22  
30210 - Laboratory Technician

20.42  
30240 - Mathematical Technician  
24.62  
30361 - Paralegal/Legal Assistant I  
20.03  
30362 - Paralegal/Legal Assistant II  
24.82  
30363 - Paralegal/Legal Assistant III  
30.35  
30364 - Paralegal/Legal Assistant IV  
36.73  
30390 - Photo-Optics Technician  
24.62  
30461 - Technical Writer I  
20.25  
30462 - Technical Writer II  
24.77  
30463 - Technical Writer III  
29.97  
30491 - Unexploded Ordnance (UXO) Technician I  
21.49  
30492 - Unexploded Ordnance (UXO) Technician II  
26.00  
30493 - Unexploded Ordnance (UXO) Technician III  
31.17  
30494 - Unexploded (UXO) Safety Escort  
21.49  
30495 - Unexploded (UXO) Sweep Personnel  
21.49  
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)  
20.13  
30621 - Weather Observer, Senior (3)  
21.80  
31000 - Transportation/Mobile Equipment Operation Occupations  
31020 - Bus Aide  
10.90  
31030 - Bus Driver  
15.95  
31043 - Driver Courier  
12.71  
31260 - Parking and Lot Attendant  
8.67  
31290 - Shuttle Bus Driver  
13.89  
31310 - Taxi Driver  
13.98  
31361 - Truckdriver, Light  
13.89  
31362 - Truckdriver, Medium  
17.09  
31363 - Truckdriver, Heavy  
18.40  
31364 - Truckdriver, Tractor-Trailer  
18.40

99000 - Miscellaneous Occupations  
    99030 - Cashier  
10.03  
    99050 - Desk Clerk  
9.78  
    99095 - Embalmer  
21.77  
    99251 - Laboratory Animal Caretaker I  
10.47  
    99252 - Laboratory Animal Caretaker II  
10.85  
    99310 - Mortician  
27.25  
    99410 - Pest Controller  
13.74  
    99510 - Photofinishing Worker  
11.29  
    99710 - Recycling Laborer  
14.50  
    99711 - Recycling Specialist  
17.02  
    99730 - Refuse Collector  
12.86  
    99810 - Sales Clerk  
11.13  
    99820 - School Crossing Guard  
11.37  
    99830 - Survey Party Chief  
19.16  
    99831 - Surveying Aide  
11.91  
    99832 - Surveying Technician  
18.21  
    99840 - Vending Machine Attendant  
11.46  
    99841 - Vending Machine Repairer  
14.88  
    99842 - Vending Machine Repairer Helper  
11.46

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.01 per hour or \$120.40 per week or \$521.73 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present

contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when

working with or  
in close proximity to ordnance, explosives, and incendiary materials.  
This  
includes work such as screening, blending, dying, mixing, and pressing  
of sensitive  
ordnance, explosives, and pyrotechnic compositions such as lead azide,  
black powder  
and photoflash powder. All dry-house activities involving propellants  
or  
explosives. Demilitarization, modification, renovation, demolition, and  
maintenance  
operations on sensitive ordnance, explosives and incendiary materials.  
All  
operations involving regrading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

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

The contractor or subcontractor is required to furnish all employees  
with an  
adequate number of uniforms without cost or to reimburse employees for

the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and

furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

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

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



## LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11 became effective June 9, 2006. It generally provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the amount of \$11.75 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than \$11.75 per hour.

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the 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.

## Enforcement

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

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

If you believe that your employer is not paying you at least the required living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Avenue, N.E., Room 3105, (202) 671-1880.

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

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



Government of the District of Columbia  
Anthony A. Williams, Mayor

Department of Employment Services  
Gregory P. Irish, Director

# **“THE LIVING WAGE ACT OF 2006”**

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

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage **\$11.75** per hour.**

## **The requirement to pay a living wage applies to:**

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

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

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

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

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

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

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

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

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

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact: Department of Employment Services  
Office of Wage-Hour**

**64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002  
(202) 671-1880**

# YOUR LETTERHEAD

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP.

\_\_\_\_\_ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR PHYSICAL HANDICAP. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM/ORGANIZATION NAME

\_\_\_\_\_  
DATE

# YOUR LETTERHEAD

## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE



**SECTION D – EMPLOYMENT DATA**

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Oriental (5)	American Indian (6)	Spanish Surname American (7)	Black (8)	Oriental (9)	American Indian (10)	Spanish Surname American (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?  
 a. Visual Survey                      c. Other Specify \_\_\_\_\_  
 b. Employment Record                      \_\_\_\_\_
2. Dates of payroll period used  
 3. Pay period of last report submitted for this establishment. \_\_\_\_\_

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

**Section F - CERTIFICATION**

- Check One 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)  
 2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official                      Title                      Signature                      Date

Name of person contact regarding This report (Type of print)                      Address (Number and street)

Title                      City and State                      Zip Code                      Telephone                      Number                      Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF HUMAN RIGHTS AND LOCAL BUSINESS DEVELOPMENT  
CONTRACT COMPLIANCE UNIT

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.  
 BID NO.: \_\_\_\_\_ CCB NUMBER: \_\_\_\_\_ of \_\_\_\_\_ pages

\* NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.  
 AMOUNT OF PRIME CONTRACT: \$ \_\_\_\_\_  
 AMOUNT OF ALL SUBCONTRACTS: \$ \_\_\_\_\_ equals \_\_\_\_\_% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 TELEPHONE NO. \_\_\_\_\_  
 PROJECT NAME: \_\_\_\_\_ PROJECT DESCRIPTIONS: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 WARD NO.: \_\_\_\_\_

SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

1. NAME OF SUBCONTRACTOR 2. ADDRESS 3. CONTACT PERSON 4. MBDC CERT. NO.      5. PHONE NO.	1. IS THIS A *MINORITY SUB? ____ YES ____ NO 2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	1. \$ AMOUNT OF SUBCONTRACT equals( = ) 2. _____% (percent) OF TOTAL PRIME CONTRACT.
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____      5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals( = ) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO \*MINORITY BUSINESS ENTERPRISES. \$ \_\_\_\_\_  
 PERCENT OF PRIME CONTRACT. \_\_\_\_\_%

\*D.C. LAW 1-95, as amended, defines a MINORITY BUSINESS ENTERPRISE as a business of which more than 50% is owned by members of a minority, and of which more than 50% of the net profit or loss accrues to members of a minority.

SOLICITATION NO: \_\_\_\_\_

**PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING**

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	<u>MALE</u>				<u>FEMALE</u>				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:					TELEPHONE NO:		DATE:		
INDICATE IF THE PRIME UTILIZES A <u>“MINORITY FINANCIAL INSTITUTION”</u> _____ Yes      _____ No  NAME:  ADDRESS:  TYPE OF ACCOUNT/S:									

**District of Columbia Register**  
**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

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**ADMINISTRATIVE ISSUANCE SYSTEM**

SUBJECT: Compliance with Equal Opportunity Obligations in Contracts

ORIGINATING AGENCY: Office of the Mayor

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the District of Columbia self-government and Government Reorganization Act of 1973 as amended, D.C. Code section 1-242 (1981-Ed.), it is hereby ORDERED that Commissioner's Order No. 73-51, dated February 28, 1973, is hereby rescinded and reissued in its entirety to read as follows:

1. Establishment of Policy: There is established a policy of the District of Columbia Government to:
  - (a) provide equal opportunity in employment for all persons with respect to any contract by and with the Government of the District of Columbia.
  - (b) prohibit discrimination in employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap;
  - (c) provide equal opportunity to all persons for participation in all District of Columbia Government contracts, including but not limited to lease agreements, Industrial Revenue Bond financing, and Urban Development Action grants;
  - (d) provide equal opportunity to minority business enterprises in the performance of District of Columbia Government contracts in accordance with Mayor's Orders, District of Columbia laws, and rules and regulations promulgated by the Minority Business Opportunity Commission; and
  - (e) promote the full realization of equal employment through affirmative, continuing programs by contractors and subcontractors in the performance of contracts with the District of Columbia Government.
2. Delegation of Authority: The Director of the Office of Human Rights (hereinafter "Director") is delegated the authority vested in the Mayor to implement the provisions of this order as set forth herein, and any rules, regulations, guidelines, and procedures adopted pursuant thereto.
3. Responsibilities: The Director of the Office of Human Rights shall be responsible for establishing and ensuring agency compliance with the policy set forth in this Order, any rules, regulations, and procedures that may be adopted by the Office of Human Rights pursuant to this Order, and any other equal opportunity provisions as may be added as a part of any contract.
4. Powers and Duties: The Director of the Office of Human Rights shall have the following powers and duties:
  - (a) to establish standards and procedures by which contractors and subcontractors who perform under District of Columbia Government contracts shall comply with the equal opportunity provisions of their contracts; to issue all orders, rules, regulations, guidelines, and procedures the Director may deem necessary and proper for carrying out and implementing the purposes of this Order;
  - (b) to assume equal opportunity compliance jurisdiction over any matter pending before a contracting agency where the Director considers it necessary or appropriate for the achievement of the purposes of

this Order, keep the contracting agency informed of all actions taken, and act through the contracting agency to the extent appropriate and practicable;

- (c) to examine the employment practices of any District of Columbia Government contractor or subcontractor, or initiate the examination by the appropriate contracting agency to determine whether or not the contractual provisions specified in any rules and regulations adopted pursuant to this Order have been violated, and notify the contracting agency of any action taken or recommended;
- (d) to monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Programs of their contractors to the Office of Human Rights for approval, to ensure compliance with the equal opportunity obligations in contracts;
- (e) to use his or her best efforts to cause any labor union engaged in work under District of Columbia Government contracts, any referral, recruiting or training agency, or any other representative of workers who are or may be engaged in work under contracts and subcontracts to cooperate in and to comply with the implementation of the purposes of this Order;
- (f) to notify, when appropriate, the concerned contracting agencies, the Office of Federal Contract Compliance Programs, the U.S. Department of Justice, or other appropriate Federal, State, and District agencies, whenever the Director has reason to believe that practices of any contractor, labor organization, lending institution, insurance firm, or agency violate provisions of Federal, State, or District, laws;
- (g) to enter, where the determinations are made by Federal, State, or District agencies, into reciprocal agreements with those agencies to receive the appropriate information;
- (h) to hold hearings, public or private, as necessary to obtain compliance with any rules, regulations, and procedures promulgated pursuant to this Order, and to issue orders relating thereto. No order to terminate or cancel a contract, or to withhold from any contractor further District of Columbia Government contractors shall be issued without affording the contractor an opportunity for a hearing. Any order to terminate or cancel a contract or to withhold from any contractor further District of Columbia Government contracts shall be issued in accordance with rules, and regulations pursuant to the Administrative Procedure Act, as amended and;
- (i) to grant waivers from the minimum standards for the employment of minorities and women in Affirmative Action Programs in exceptional cases, as circumstances may warrant.

5. Duties of Contracting Agencies: Each contracting agency shall have the following duties:

- (a) the initial responsibility for ensuring that contractors and subcontractors are in compliance with any rules, regulations, and procedures promulgated pursuant to this Order;
- (b) to examine the employment practices of contractors and subcontractors in accordance with procedures established by the Office of Human Rights, and report any compliance action to the Director of the Office of Human Rights;
- (c) to comply with the terms of this Order and of the orders, rules, regulations, guidelines, and procedures of the Office of Human Rights issued pursuant thereto in discharging their responsibility for securing contract compliance; and
- (d) to secure compliance with any rules, regulations, and procedures promulgated pursuant to this Order before or after the execution of a contract by methods, of conference, conciliation and persuasion. No enforcement proceedings shall be initiated, nor shall a contract be cancelled or terminated in whole or in part, unless such methods have first been attempted.

6. Procedures: The procedures to be followed in implementing this Order shall be those set forth in

Orders, rules, regulations, and guidelines as may be promulgated by the Office of Human Rights.

7. Severability: If any section, subsection, sentence, clause, phrase, or portion of the provisions in this Order is for any reason declared by any court of competent jurisdiction to be invalid or unconstitutional, such section, subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of this order.
8. Effective Date: This Order shall become effective immediately.

Signed by Marion Barry, Jr.  
Mayor

ATTEST: Signed by Clifton B. Smith  
Secretary of the District of Columbia

**OFFICE OF HUMAN RIGHTS**

**NOTICE OF FINAL RULEMAKING**

The Director of the Office of Human Rights hereby gives notice of the adoption of the following final rules governing standards and procedures for equal employment opportunity applicable to contractors and subcontractors under District of Columbia Government Contracts. Notice of Proposed Rulemaking was published for public comment in the D.C. Register on April 11, 1986 at 33 DCR 2243. Based on some the comments received and upon further review by the Office of Human Rights, minor revisions were made in the rules at the following subsections: 1104.1, 1104.2, 1104.4, 1104.13, 1104.17(e) (5), 1104.28, 1107.1, 1199.1, and at page 15 the definition of minority was written out in addition to citing its D.C. Code. None of the revisions change the intent of the proposed final rules. Final action to adopt these final rules was taken on August 4, 1986, and will be effective upon publication of this notice in the Register.

**CHAPTER 11 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS**

1100. PURPOSE

1100.1 These rules shall govern standards and procedures to be followed by contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction contracts, for the purpose of assuring equal employment opportunity for minorities and women.

1100.2 These rules establish requirements for contractors and subcontractors regarding their commitment to observe specific standards for the employment of minorities and women and to achieve affirmative action obligations under District of Columbia contracts. These rules are not intended nor shall be used to discriminate against any qualified applicant for employment or employee.

1101 SCOPE

1101.1 Except as hereinafter exempted, the provisions of this chapter shall apply to all District of Columbia Government contracts subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant to that Mayor's Order.

1102 COVERAGE

1102.1 The provisions of this chapter shall govern the processing of any matter before the Office Human Rights involving the following:

- (a) Discrimination in employment on grounds of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap by any District of Columbia Government contractor; and
- (b) Achievement of affirmative action obligations under District of Columbia contracts.

1103 CONTRACT PROVISIONS

1103.1 Each contract for goods and services, including construction contracts, except construction subcontracts for standard commercial supplies or raw materials, shall include as express contractual provisions the language contained in subsections 1103.2 through 1103.10.

1103.2 The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

- 1103.3 The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:
- (a) Employment, upgrading, or transfer;
  - (b) Recruitment or recruitment advertising;
  - (c) Demotion, layoff, or termination;
  - (d) Rates of pay, or other forms of compensation; and
  - (e) Selection for training and apprenticeship.
- 1103.4 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.
- 1103.5 The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection 1103.2
- 1103.6 The contractor agrees to send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contracting Agency, advising each labor union or workers' representative of the contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1103.7 The contractor agrees to permit access to all books, records, and accounts, pertaining to its employment practices, by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors, books, records, and accounts for such purposes.
- 1103.8 The contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director, or any authorized official.
- 1103.9 The prime contractor shall include in every subcontract the equal opportunity clauses, subsections 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- 1103.10 The prime contractor shall take such action with respect to any subcontractor as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for non-compliance; provided, however, that in the event the prime contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the prime contractor may request the District to enter into such litigation to protect the interest of the District.
- 1104 **AFFIRMATIVE ACTION PROGRAM**
- 1104.1 Each apparent low bidder for a construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of twenty-five thousand dollars (\$25,000) or more, and each contractor covered under subsection 1105.1, an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities and women in the trades, crafts and skills to be used by the contractor in the performance of the contract.

- 1104.2 Each apparent low bidder or offeror for a non-construction contract shall complete and submit to the Contracting Agency, prior to the execution of any contract in the amount of ten thousand dollars (\$10,000) or more, and each contractor covered under subsection 1105.2 , an Affirmative Action Program to ensure equal opportunity which shall include specific standards for the utilization of minorities in the job categories specified in subsection 1108.4.
- 1104.3 To ensure equal opportunity each Affirmative Action Program shall include the following commitments:
- (a) With respect to construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and submit a personnel utilization schedule for all the trades the contractor is to utilize, indicating the actual numbers of minority and female workers that are expected to be a part of the workforce performing under the contract; and
  - (b) With respect to non-construction contracts, each contractor shall certify that it will comply with the provisions of this chapter, and shall submit a personnel utilization schedule indicating by craft and skill, the minority composition of the workforce related to the performance of the work under the contract. The schedule shall include all workers located in the facility from which the goods and services are produced and shall include the same information for other facilities which have a significant relationship to the performance of work under the contract.
- 1104.4 If the experience of the contractor with any local union from which it will secure employees indicates that the union will not refer sufficient minorities or women to meet minority or female employment commitments, the contractor shall, not less than ten (10) days prior to the employment of any person on the project subject to the jurisdiction of that local union, do the following:
- (a) Notify the District of Columbia Department of Employment Services and at least two (2) minority and two (2) female referral organizations of the contractor's personnel needs, and request referral of minority and female workers; and
  - (b) Notify any minority and female workers who have been listed with the contractors as awaiting vacancies.
- 1104.5 If, within five (5) working days prior to commencement of work, the contractor determines that the Department of Employment Services or the minority or female referral organizations are unable to refer sufficient minorities or women to meet its commitments, the contractor may take steps to hire, by referral or otherwise, from the local union membership to fill the remaining job openings, provided that it notifies the local union of its personnel needs and of its employment commitments. Evidence of the notification shall be provided to the Contracting Agency.
- 1104.6 The contractor shall have standing requests for additional referrals of minority and female workers with the local union, the Department of Employment Services, and the other referral sources, until such time as the contractor has met its minority and female employment commitments.
- 1104.7 If the contractor desires to lay off some of its employees in a given trade on a construction site, it shall ensure that the required number of minority and female employees remain on the site to meet the minority and female commitments.
- 1104.8 No contractor shall refuse employment to any individual who has minimal facility to speak English except where the contractor can demonstrate that the facility to speak English is necessary for the performance of the job.

- 1104.9 No union with which the contractor has a collective bargaining agreement shall refuse to refer minority and female employees to such contractor.
- 1104.10 To the extent that contractors have delegated the responsibility for some of their employment practices to some other organization or agency which prevents them from meeting their equal opportunity obligations, those contractors shall not be considered to be in compliance with this chapter.
- 1104.11 The obligations of the contractor shall not be reduced, modified, or subject to any provision in any collective bargaining agreement with labor organization which provides that the labor organizations shall have the exclusive or primary opportunity to refer employees.
- 1104.12 When any contractor employs a minority person or woman in order to comply with this chapter, those persons shall be advised of their right to seek union membership, the contractor shall provide whatever assistance may be appropriate to enable that person to obtain membership, and the contractor shall notify the appropriate union of that person's employment.
- 1104.13 The contractor shall not discharge, refuse to employ, or otherwise adversely affect any minority person or woman because of any provision in any collective bargaining agreement, or any understanding, written or oral that the contractor may have with any labor organization.
- 1104.14 If at any time, because of lack of cooperation or overt conduct, a labor organization impedes or interferes with the contractor's Affirmative Action Program, the contractor shall notify the Contracting Agency and the Director immediately, setting forth the relevant circumstances.
- 1104.15 In any proceeding involving a disagreement between a labor organization and the contractor over the implementation of the contractor's Affirmative Action Program, the Contracting Agency and the Office of Human Rights may become a party to the proceeding.
- 1104.16 In determining whether or not a contractor is utilizing minorities and females pursuant to Section 1108, consideration shall be given to the following factors:
- (a) The proportion of minorities and women employed in the trades and as laborers in the construction industry within the District of Columbia;
  - (b) The proportion of minorities and women employed in the crafts or as operatives in non-construction industries within the District of Columbia;
  - (c) The number and ratio of unemployed minorities and women to total unemployment in the District of Columbia;
  - (d) The availability of qualified and qualifiable minorities and women for employment in any comparable line of work, including where they are now working and how they may be brought into the contractor's workforce;
  - (e) The effectiveness of existing training programs in the area, including the number who complete training, the length and extent of training, employer experience with trainees, and the need for additional or expanded training programs; and
  - (f) The number of additional workers that could be absorbed into each trade or line of work without displacing present employees, including consideration of present employee shortages, projected growth of the trade or line of work, and projected employee turnover.
- 1104.17 The contractor's commitment to specific standards for the utilization of minorities and females as required under this chapter shall include a commitment to make every good faith effort to meet

those standards. If the contractor has failed to meet the standards, a determination of “good faith” shall be based upon the contractor’s documented equal opportunity efforts to broaden its equal employment program which shall include, but may not necessarily be limited to, the following requirements:

- (a) The contractor shall notify the community organizations that the contractor has employment opportunities available and shall maintain records of the organizations’ responses;
- (b) The contractor shall maintain a file of the names and addresses of each minority and female worker referred to it and what action was taken with respect to each referred worker. If that worker was not sent to the union hiring hall for referral or if the worker was not employed by the contractor, the contractor’s file shall be documented and the reasons therefore;
- (c) The contractor shall notify the Contracting Agency and the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority or female worker originally sent to the union by the contractor for union registration, or the contractor has other information that the union referral process has impeded the contractor’s efforts to meet its goals;
- (d) The contractor shall participate in training programs related to its personnel needs;
- (e) The contractor shall disseminate its EEO policy internally by doing the following:
  - (1) Including it in any organizational manual;
  - (2) Publicizing it in company newspapers, annual report, etc.;
  - (3) Conducting staff, employee, and union representatives meetings to explain and discuss the policy;
  - (4) Posting; and
  - (5) Reviewing the policy with minority and female employees.
- (f) The contractor shall disseminate its EEO policy externally by doing the following:
  - (1) Informing and discussing it with all recruitment sources;
  - (2) Advertising in news media, specifically including news media directed to minorities and women;
  - (3) Notifying and discussing it with all known minority and women’s organizations; and
  - (4) Notifying and discussing it with all subcontractors and suppliers.

1104.18 The contractor shall make specific recruitment efforts, both written and oral, directed at all minority and women’s training organizations within the contractor’s recruitment area.

1104.19 The contractor shall encourage present employees to assist in the recruitment of minorities and women for employment.

1104.20 The contractor shall validate all qualifications, selection requirements, and tests in accordance with the guidelines of the Equal Employment Opportunity Commission.

- 1104.21 The contractor shall make good faith efforts to provide after school, summer and vacation employment to minority youths and young women.
- 1104.22 The contractor shall develop on-the-job training opportunities, and participate and assist in any association or employer group training programs relevant to the contractor's employee needs.
- 1104.23 The contractor shall continually inventory and evaluate all minority and female personnel for promotion opportunities.
- 1104.24 The contractor shall make sure that seniority practices, job classifications, qualifications, etc. do not have a discriminatory effect on minorities and women.
- 1104.25 The contractor shall make certain that all facilities and company activities are nonsegregated.
- 1104.26 The contractor shall continually monitor all personnel activities to ensure that its EEO policy is being carried out.
- 1104.27 The contractor may utilize minority banking facilities as depositories for funds which may be involved, directly or indirectly, in the performance of the contract.
- 1104.28 The contractor shall employ minority and female workers without respect to union membership in sufficient numbers to meet the minority and female employment standards, if the experience of the contractor with any labor union from which it will secure employees does not indicate that it will refer sufficient minorities and females to meet its minority and female employment standards.
- 1104.29 The contractor shall ensure that all of its employees as well as those of its subcontractors are made knowledgeable about the contractor's equal opportunity policy.
- 1104.30 [Reserved]
- 1104.31 Each contractor shall include in all bid invitations or other pre-bid communications, written or otherwise, with respect to prospective subcontractors, the standards, as applicable, which are required under this chapter.
- 1104.32 Whenever a contractor subcontracts a portion of the work in any trade, craft or skill it shall include in the subcontract, its commitment made under this chapter, as applicable, which shall be adopted by its subcontractors who shall be bound thereby and by the regulations of this chapter to the full extent as if it were the prime contractor.
- 1104.33 The prime contractor shall give notice to the Director and the Contracting Agency of any refusal or failure of any subcontractor to fulfill its obligations under this chapter.
- 1104.34 Failure of compliance by any subcontractor shall be treated in the same manner as a failure by the prime contractor.
- 1105 EXEMPTIONS
- 1105.1 Prospective construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than twenty-five thousand dollars (\$25,000); provided, that when a construction contractor accumulates contracts amounting to twenty-five thousand dollars (\$25,000) or more within a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.
- 1105.2 Prospective non-construction contractors shall be exempt from submitting Affirmative Action Programs for contracts amounting to less than ten thousand dollars (\$10,000); provided, that when

a non-construction contractor accumulates contracts amounting to ten thousand dollars (\$10,00) or more during a period of twelve (12) months that contractor shall be required to submit an Affirmative Action Program for each contract executed thereafter.

1106 NONRESPONSIBLE CONTRACTORS

1106.1 If a bidder or offeror fails either to submit a complete and satisfactory Affirmative Action Program or to submit a revised Affirmative Action Program that meets the approval of the Director, as required pursuant to this chapter, the Director may direct the Contracting Officer to declare the bidder or offeror to be nonresponsible and ineligible for award of the contract.

1106.2 Any untimely submission of an Affirmative Action Program may, upon order of the Director, be rejected by the Contracting Officer.

1106.3 In no case shall there be any negotiation over the provision of specific utilization standards submitted by the bidder or offeror after the opening of bids or receipt of offer and prior to award.

1106.4 If any directive or order relating to nonresponsibility is issued under this section, the Director shall afford the bidder or offeror a reasonable opportunity to be heard in opposition to such action in accordance with subsection 1118.1, or in support of a request for waiver under section 1109.

1107 NOTICE OF COMPLIANCE

1107.1 Each Contracting Agency shall include, or require the contract bidder or offeror to include, in the invitation for bids or other solicitation used for a D.C. Government-involved contract, a notice stating that to be eligible for consideration, each bidder or offeror shall be required to comply with the provisions of this chapter for the trades, crafts and skills to be used during the term of the performance of the contract whether or not the work is subcontracted.

1108 MINIMUM STANDARDS FOR MINORITY AND FEMALE EMPLOYMENT

1108.1 The minimum standards for the utilization of minorities in the District of Columbia Government construction contracts shall be forty-two percent (42%) in each trade for each project, and an aggregate workforce standard of six and nine-tenths percent (6.9%) for females in each project. Any changes in Federal standards pertaining to minority group and female employment in Federally-involved construction contracts shall be taken into consideration in any review of these requirements.

1108.2 The construction contractor's standards established in accordance with subsection 1108.1 shall express the contractor's commitment of the forty-two percent (42%) of minority personnel who will be working in each specified trade on each of the contractor's District of Columbia Government projects, and the aggregate standard of six and nine-tenths percent (6.9%) for the employment of females in each District of Columbia Government contract.

1108.3 The hours for minority and female workers shall be substantially uniform throughout the entire length of the construction contract for each trade used, to the effect that the same percentage of minority workers in the trades used shall be working throughout the length of work in each trade on each project, and the aggregate percentage in each project for females.

1108.4 The minimum standard for the utilization of minorities in non-construction contracts shall be twenty-five percent (25%) in each of the following nine (9) job categories:

- (a) Officials and managers;
- (b) Professionals;

- (c) Technicians;
- (d) Sales workers;
- (e) Office and clerical workers;
- (f) Craftpersons (Skilled);
- (g) Operative (Semi-skilled);
- (h) Laborers (Unskilled); and
- (i) Service workers.

1108.5 With respect to non-construction contracts the contractor's standards established in accordance with subsection 1108.4 shall express the contractor's commitment of the twenty-five percent (25%) of minority personnel who will be working in each specified craft or skill in each contract.

1109 WAIVERS

1109.1 The Director may grant a waiver to a prospective contractor from the requirement to submit a set of minimum standards for the employment of minorities and women in a particular contract, if before the execution of the contract and approval of the Affirmative Action Program, the contractor can document and otherwise prove it is unable to meet the standards in the performance of the contract.

1110 SOLICITATION OF CONTRACT

1110.1 Each solicitation for contract covered by section 1104 shall contain a statement that contractors shall comply with the minimum standards established pursuant to these rules for ensuring equal opportunity.

1110.2 The contract solicitation shall require that each bidder or offeror certify that it intends to meet the applicable minimum standards in section 1108 in order to be considered for the contract.

1111 PRIOR TO EXECUTION OF CONTRACT

1111.1 Upon being designated the apparent low bidder or offeror, that contractor shall submit a detailed Affirmative Action Program that sets forth the following:

- (1) The composition of its current total workforce; and
- (2) The composition of the workforce by race, color, national origin, and sex to be used in the performance of the contract and that of all known subcontractors that will be utilized to perform the contract.

1111.2 The apparent low bidder or offeror shall submit an Affirmative Action Program in accordance with section 1104 describing the actions it will take to ensure compliance with this chapter which shall be subject, prior to the execution of any contract, to the approval of the Director.

1111.3 If the Office of Human Rights does not act within ten (10) working days after the receipt of the Affirmative Action Program sent for approval, the Contracting Agency may proceed on its own determination to execute the contract.

1111.4 The apparent low bidder or offeror shall submit an Affirmative Action Program within a period of time to specified by each Contracting Agency, but which shall not exceed ten (10) working days after becoming the apparent contractor.

1111.5 The apparent low bidder or offeror shall furnish all information and reports to the Contracting Agency as required by this chapter, and shall permit access to all books or records pertaining to its employment practices or worksites.

1111.6 No contract subject to section 1104 shall be executed by the Contracting Agency, if the apparent low bidder or offeror does not submit an Affirmative Action Program, or if the Program has been disapproved in writing by the Director.

1111.7 If there is disagreement between the contractor and the Contracting Officer as to the adequacy of the Affirmative Action Program, the matter shall be referred to the Director for a decision.

#### 1112 AFTER EXECUTION OF CONTRACT

1112.1 Each contractor shall maintain throughout the term of the contract the minimum standards for the employment of minorities and women, as set forth in the approved Affirmative Action Program.

1112.2 Each contractor shall require that each subcontractor, or vendor under the contract comply with the provision of the contract and the Affirmative Action Program.

1112.3 Each contractor shall furnish all information as required by this chapter, and permit access to all books and records pertaining to the contractor's employment practices and work sites by the Director and the Contracting Agency for purposes of investigation to ascertain compliance with this chapter.

#### 1113 MONITORING AND EVALUATION

1113.1 The Director shall, from time to time, monitor and evaluate all District of Columbia Government agencies, including those independent agencies and commissions not required to submit the Affirmative Action Program of their contractors, to ensure compliance with the equal opportunity obligations in contracts, as provided for in this chapter.

#### 1114 AFFIRMATIVE ACTION TRAINING PROGRAM

1114.1 Each contractor, in fulfilling its affirmative action responsibilities under a contract with the District of Columbia Government, shall be required to have, as part of its Affirmative Action Program, an existing training program for the purpose of training, upgrading, and promotion of minority and female employees or to utilize existing programs. Those programs shall include, but not be limited to, the following:

- (a) To be consistent with its personnel requirements, the contractor shall make full use of the applicable training programs, including apprenticeship, on-the job training, and skill refinement training for journeymen. Recruitment for the program shall be designed to provide for appropriate participation by minority group members and women;
- (b) The contractor may utilize a company-operated skill refinement training program. This program shall be formal and shall be responsive to the work to be performed under the contract;
- (c) The contractor may utilize formal private training institutions that have as their objective training and skill refinement appropriate to the classification of the workers employed. When training is provided by a private organization the following information shall be supplied:

- (1) The name of the organization;
- (2) The name, address, social security number, and classification of the initial employees and any subsequent employees chosen during the course of the contract; and
- (3) The identity of the trades, and crafts or skills involved in the training.

1114.2 If the contractor relies, in whole or in part, upon unions as a source of its workforce, the contractor shall use its best efforts, in cooperation with unions, to develop joint training programs aimed toward qualifying more minorities and females for membership in the union, and increasing the skills of minority and female employees so that they may qualify for higher paying employment.

1114.3 Approval of training programs by the Contracting Agency shall be predicated, among other things, upon the quality of training, numbers of trainees and trades, crafts or skills involved, and whether the training is responsive to the policies of the District of Columbia and the needs of the minority and female community. Minority and female applicants for apprenticeship or training should be selected in sufficient numbers as to ensure an acceptable level of participation sufficient to overcome the effects of past discrimination.

1115 COMPLIANCE REVIEW

1115.1 The Director and the Contracting Agency shall review the contractor's employment practices during the performance of the Contract. Routine or special reviews of contractors shall be conducted by the Contracting Agency or the Director in order to ascertain the extent to which the policy of Mayor's Order No. 85-85, and the requirements in this chapter are being implemented and to furnish information that may be useful to the Director and the Contracting Agency in carrying out their functions under this chapter.

1115.2 A routine compliance review shall consist of a general review of the practices of the contractor to ascertain compliance with the requirements of this chapter, and shall be considered a normal part of contract administration.

1115.3 A special compliance review shall consist of a comprehensive review of the employment practices of the contractor with respect to the requirements of this chapter, and shall be conducted when warranted.

1116 ENFORCEMENT

1116.1 If the contractor does not comply with the equal opportunity clauses in a particular contract, including subsections 1103.2 through 1103.10 of this chapter, that contract may be cancelled in whole or in part, and the contractor may be declared by the Director or the Contracting Officer to be ineligible for further District of Columbia Government Contracts subject to applicable laws and regulations governing debarment.

1116.2 If the contractor meets its goals or if the contractor can demonstrate that it has made every good faith effort to meet those goals, the contractor will be presumed to be in compliance with this chapter, and no formal sanction shall be instituted unless the Director otherwise determines that the contractor is not providing equal employment opportunity.

1116.3 When the Director proceeds with a formal hearing she or he has the burden of proving that the contractor has not met the requirements of this chapter, but the contractor's failure to meet its goals shall shift to it the requirement to come forward with evidence to show that it has met the good faith requirements of this chapter.

1117 COMPLAINTS

1117.1 The Director may initiate investigations of individual instances and patterns of discriminatory conduct, initiate complaints thereupon and keep the Contracting Agency informed of those actions.

1117.2 If the investigation indicates the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter the matter may be resolved by the methods of conference, conciliation, mediation, or persuasion.

1117.3 If an apparent violation of the non-discrimination provisions of the contract required under section 1103 of this chapter is not resolved by methods of conference, conciliation, mediation, or persuasion, the Director of the Contracting Officer may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated.

1117.4 Any employee of any District of Columbia Government contractor or applicant for employment who believes himself or herself to be aggrieved may, in person or by an authorized representative, file in writing, a complaint of alleged discrimination with the Director.

1118 HEARINGS

1118.1 In the event that a dispute arises between a bidder, offeror or prospective contractor and the Director or the Contracting Officer as to whether the proposed program of affirmative action for providing equal employment opportunity submitted by such bidder, offeror or prospective contractor complies with the requirements of this chapter and cannot be resolved by the methods of conference, conciliation, mediation, or persuasion, the bidder, offeror or prospective contractor in question shall be afforded the opportunity for a hearing before the Director.

1118.2 If a case in which an investigation by the Director or the Contracting Agency has shown the existence of an apparent violation of the non-discrimination provisions of the contract required under section 1103 is not resolved by the methods specified in subsection 1117.2, the Director may issue a notice requiring the contractor in question to show cause, within thirty (30) days, why enforcement proceedings or other appropriate action should not be initiated. The contractor in question shall also be afforded the opportunity for a hearing before the Director.

1118.3 The Director may hold a hearing on any complaint or violation under this chapter, and make determinations based on the facts brought before the hearing.

1118.4 Whenever the Director holds a hearing it is to be held pursuant to the Human Rights Act of 1977, a notice of thirty (30) working days for the hearing shall be given by registered mail, return receipt requested, to the contractor in question. The notice shall include the following:

- (a) A convenient time and place of hearing;
- (b) A statement of the provisions in this chapter or any other laws or regulations pursuant to which the hearing is to be held; and
- (c) A concise statement of the matters to be brought before the hearing.

1118.5 All hearings shall be open to the public and shall be conducted in accordance with rules, regulations, and procedures promulgated pursuant to the Human Rights Act of 1977.

1119 SANCTIONS

- 1119.1 The Director, upon finding that a contractor has failed to comply with the non-discrimination provisions of the contract required under section 1103, or has failed to make a good faith effort to achieve the utilization standards under an approved Affirmative Action Program, may impose sanctions contained in this section in addition to any sanction or remedies as may be imposed or invoked under the Human Rights Act of 1977.
- 1119.2 Sanctions imposed by the Director may include the following:
- (a) Order that the contractor be declared ineligible from consideration for award of District of Columbia Government contracts or subcontracts until such time as the Director may be satisfied that the contractor has established and will maintain equal opportunity policies in compliance with this chapter; and
  - (b) Direct each Contracting Officer administering any existing contract to cancel, terminate, or suspend the contract or any portion thereof, and to deny any extension, modification, or change, unless the contractor provides a program of future compliance satisfactory to the Director.
- 1119.3 Any sanction imposed under this chapter may be rescinded or modified upon reconsideration by the Director.
- 1119.4 An appeal of any sanction imposed by order of the Director under this chapter may be taken pursuant to applicable clauses of the affected contract or provisions of law and regulations governing District of Columbia Government contracts.
- 1120 NOTIFICATIONS
- 1120.1 The Director shall forward in writing notice of his or her findings of any violations of this chapter to the Contracting Officer for appropriate action under the contract.
- 1120.2 Whenever it appears that the holder of or an applicant for a permit, license or franchise issued by any agency or authority of the Government of the District of Columbia is a person determined to be in violation of this chapter the Director may, at any time he or she deems that action the Director may take or may have taken under the authority of this chapter, refer to the proper licensing agency or authority the facts and identities of all persons involved in the violation for such action as the agency or authority, in its judgement, considers appropriate based upon the facts thus disclosed to it.
- 1120.3 The Director may publish, or cause to be published, the names of contractors or unions which have been determined to have complied or have failed to comply with the provisions of the rules in this chapter.
- 1121 DISTRICT ASSISTED PROGRAMS
- 1121.1 Each agency which administers a program involving leasing of District of Columbia Government owned or controlled real property, or the financing of construction under industrial revenue bonds or urban development action grants, shall require as a condition for the approval of any agreement for leasing, bond issuance, or development action grant, that the applicant undertake and agree to incorporate, or cause to be incorporated into all construction contracts relating to or assisted by such agreements, the contract provisions prescribed for District of Columbia Government contracts by section 1103, preserving in substance the contractor's obligation under those provision.
- 1199 DEFINITIONS

1199.1

The following words and phrases set forth in this section, when used in this chapter, shall have the following meanings ascribed:

**Contract** – any binding legal relationship between the District of Columbia and a contractor for supplies or services, including but not limited to any District of Columbia Government or District of Columbia Government assisted construction or project, lease agreements, Industrial Revenue Bond financing, and Urban Development Action grant, or for the lease of District of Columbia property in which the parties, respectively, do not stand in the relationship of employer and employee.

**Contracting Agency** – any department, agency, or establishment of the District of Columbia which is authorized to enter into contracts.

**Contracting Officer** – any official of a contracting agency who is vested with the authority to execute contracts on behalf of said agency.

**Contractor** – any prime contractor holding a contract with the District of Columbia Government. The term shall also refer to subcontractors when the context so indicates.

**Director** – the Director of the Office of Human Rights, or his or her designee.

**Dispute** – any protest received from a bidder or prospective contractor relating to the effectiveness of his or her proposed program of affirmative action for providing equal opportunity.

**Minority** – Black Americans, Native Americans, Asian Americans, Pacific Islander Americans, and Hispanic Americans. In accordance with D.C. Code, Section 1-1142(1) (Supp. 1985).

**Subcontract** – any agreement made or executed by a prime contractor or a subcontractor where a material part of the supplies or services, including construction, covered by an agreement is being obtained for us in the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures issued pursuant thereto.

**Subcontractor** – any contractor holding a contract with a District prime contractor calling for supplies or services, including construction, required for the performance of a contract subject to Mayor's Order No. 85-85, and any rules, regulations, and procedures promulgated pursuant thereto.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF TAX AND REVENUE



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

Date: \_\_\_\_\_

Name of Organization/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Business Telephone No.: \_\_\_\_\_

Principal Officer:

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

Soc. Sec. No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current	Not Applicable
District: Sales and Use	( )	( )	( )
Employment Withholding	( )	( )	( )
Ball Park Fee	( )	( )	( )
Corporation Franchise	( )	( )	( )
Unincorporated Franchise	( )	( )	( )
Personal Property	( )	( )	( )
Real Property	( )	( )	( )
Individual Income	( )	( )	( )

**The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.**

**This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.**

\_\_\_\_\_  
Signature of Authorizing Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ Month and Year

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization: (Yes) \_\_\_\_\_ (No) \_\_\_\_\_

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor's Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

## I. General Terms

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.
- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.

- F. This Agreement shall not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.
- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## **II. Recruitment**

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.

- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday - Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.
- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### **III. Referral**

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### **IV. Placement**

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday - Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

## **V. Training**

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

## **VI. Controlling Regulations and Laws**

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## **VII. Exemptions**

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## **VIII. Agreement Modifications, Renewal, Monitoring, and Penalties**

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.

2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the contractor;
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
 

The Washington Standard Metropolitan Statistical Area 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 EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.
- H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project may be terminated because of the EMPLOYER'S non-compliance with the provisions of this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed:

\_\_\_\_\_  
Department of Employment Services

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
E-mail

## EMPLOYMENT PLAN

NAME OF FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FEDERAL IDENTIFICATION NO. \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ TITLE \_\_\_\_\_

E-mail: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

ORIGINATING DISTRICT AGENCY \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT \_\_\_\_\_ FUNDING AMOUNT \_\_\_\_\_

PROJECTED START DATE \_\_\_\_\_ PROJECT DURATION \_\_\_\_\_

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS F/T P/T	SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					





**COST / PRICE DISCLOSURE CERTIFICATION**

RFP Number: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Caption: \_\_\_\_\_ Total Proposed Amount: \_\_\_\_\_

The undersigned \_\_\_\_\_  
(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (i.e. at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of \_\_\_\_\_ (date of RFP closing or conclusion of negotiations as appropriate) .

The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See D.C. Procurement Regulations, 27 DCMR, Chapter 6, Section 699, Chapter 16, Section 1624; and Section 32 of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, October 1, 1999, as amended).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

DUNS #: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

## **COST/PRICE DATA REQUIREMENTS**

### **1. GENERAL INFORMATION:**

- 1.1 Offerors submitting cost/price proposals, in response to a District Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding \$500,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.
- 1.2 There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.
- 1.3 The cost/price proposal will represent the offeror's understanding of the RFP's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.
- 1.4 The Offeror must submit its cost/price proposal in hard copy as well as on a diskette, which is in a format (i.e. MS Office, Lotus 1-2-3, etc.) specified and/or provided by the Agency Contracting Officer in the solicitation package. All cost/price proposals should provide a cost summary by all cost elements, cross-referenced to supporting documentation. See Table No. (1.4).

1.5 The following information shall be included in this section, for the prime contractor and each proposed subcontractor:

- (a) A properly completed "Cost/Price Disclosure Certification."
- (a) Identification of any estimates, along with the rationale and methodology used to develop them, including judgmental factors used in projecting future costs, based on known data, and the timing, nature and extent of any material contingencies.
- (c) Disclosure of any other activities or likely events which could materially impact specific costs (i.e., existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)
- (d) Disclosure of any and all awarded and pending contracts with the District of Columbia, including contract number(s), amount, type (fixed price, cost reimbursement, etc.), agency, and a brief description of services.
- (e) Source of approval and the latest date of approval of the offeror's Accounting system.

**Table (1.4)  
Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Base Term Total
	R	H	D	R	H	D	R	H	D	R	H	D	
Direct Labor Categories													
♦ Employee A													
♦ Employee B													
♦ Employee C													
Total Labor Hours													
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs													
♦ Equip. & Supplies													
♦ Materials													
♦ Travel													
♦ Other													
Subcontractors													
♦ Sub A													
♦ Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours                      R = Rate                      D = Dollars (Rate X Hours = Dollars)

**Note:** Provide cost information similar to the above format for each option/out-year

\* *Note:* Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.

**Table (1.4)  
Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Option Year 1 Total
	R	H	D	R	H	D	R	H	D	R	H	D	
Direct Labor Categories ♦ Employee A ♦ Employee B ♦ Employee C Total Labor Hours													
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs ♦ Equip. & Supplies ♦ Materials ♦ Travel ♦ Other													
Subcontractors ♦ Sub A ♦ Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours                      R = Rate                      D = Dollars (Rate X Hours = Dollars)

***Note: Provide cost information similar to the above format for each option/out-year***

*\* Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.*

**Table (1.4)  
Example Cost Summary Format**

Cost Item	Task 1			Task 2			Task 3			Task 4, etc.			Option Year 2 Total
	R	H	D	R	H	D	R	H	D	R	H	D	
Direct Labor Categories ♦ Employee A ♦ Employee B ♦ Employee C Total Labor Hours													
Total Labor Dollars													
Fringe Benefit													
Labor Overhead *													
Total Direct Labor													
Other Direct Costs ♦ Equip. & Supplies ♦ Materials ♦ Travel ♦ Other													
Subcontractors ♦ Sub A ♦ Sub B													
ODC Overhead *													
Total ODC & Subcontractors													
G&A													
Fee/Profit													
Total Price													

H = Hours                      R = Rate                      D = Dollars (Rate X Hours = Dollars)

***Note: Provide cost information similar to the above format for each option/out-year***

\* Note: Small, field-based trade providers typically have a labor or combined overhead cost components. Larger, more diversified providers may have separate labor, and/or ODC or combined overhead component.

## **2. SUPPORTING COST DATA:**

- 2.1 The Offeror shall provide, for each cost element, a narrative description, in sufficient detail, to demonstrate price reasonableness, credibility and reliability. The Offeror shall provide its assumptions and methodologies used to estimate each cost element (significant item and quantity estimates, labor hour expenditure patterns and mix, etc.). The following information shall be included in this section:
- 2.1.1. The Offeror's total estimated costs plus its fee (if applicable) for providing all of the requirements of the RFP, as proposed in their technical proposal. Offerors should support their best estimates of all costs (direct, indirect, profit, etc.) to be incurred in the performance of the contract.
  - 2.1.2. When proposing multiyear/option year pricing, the estimated proposed costs shall include a breakdown of all cost elements for the base year as well as each option/out-year. Labor, other direct costs, indirect costs and profit shall each be clearly identifiable. If different from the Defense Contract Auditing Agency (DCAA) or Department Of Labor (DOL) recommended rates, the Offeror shall provide a thorough explanation for the variation(s) of rates.
  - 2.1.3. The Cost Summary Format (Table 1.4) provides a format for the Offeror to submit to the District a pricing proposal of estimated cost by line item, along with supporting documentation that is adequately cross-referenced and suitable for cost realism analysis. A cost-element breakdown shall be attached for each proposed line item and must reflect any other specific requirements established by the Contracting Officer. When more than one contract line item is proposed, a summary of the total amount covering all line items must be furnished for each cost element.
  - 2.1.4. If the Offeror has an agreement with a federal, state, or municipal government agency on the use of a Forward Pricing Rates Agreement (FPRA) or other rate agreement for labor, fringe benefits, overhead and/or general and administrative expense, the Offeror must identify the agreement, provide a copy and describe its nature, terms and duration.

## **3. SPECIFIC COST ELEMENTS:**

A well-supported cost/price proposal reduces the effort needed for review and facilitates informed negotiations. The following are the minimum criteria that constitute an acceptable cost/price proposal:

- 3.1 **Direct labor:** A task-phased annual breakdown of labor rates and labor hours by category or skill level, including the basis for the rates and hours estimated (i.e., payroll registers, wage determinations, collective bargaining agreements, historical experience, engineering estimates, etc.).
  - 3.1.1 The Offeror shall use the following Table No. (3.1.1) to exhibit its total labor hours by prime contractor and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.1.1)  
Annual Labor Summary**

Item	Task 1	Task 2	Task 3	Task 4	Base Year Total
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> </ul>					
<u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee D</li> <li>• Employee E</li> <li>• Employee F</li> </ul>					
<u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee G</li> <li>• Employee H</li> </ul>					
Total Labor Hours by Task					

Note: Do not include wage rates in this table

- 3.1.2 A standard of 40 hours/week, 1,920 hours/year is recommended. If another standard is used, it should be precisely defined. Any deviation from the above labor-hour projection without substantiation may form the basis to reject the response to the RFP. The proposed labor-hours shall include prime contractor, subcontractor and consultant hours.
- 3.1.3 The Offeror shall also submit Table No. (3.1.4.b), depicting the labor mix percentages as proposed for the base year as well as the out-years and should match the personnel experience requirements specified in the RFP, Section **(to be referenced by the Contract Specialist)**, under Personnel Experience. All of the RFP Key positions must be included within the Senior Staff categories. To provide a better understanding of this format, Table No. (3.1.4.a) is provided as an example.
- 3.1.4 The Offeror shall describe how the hourly direct labor rate was derived and indicate whether these rates are subject to any collective bargaining agreement(s), the Service Contract Act (SCA), Davis-Bacon, or any other special agreement which controls the labor rate indicated. When proposing price escalation for option/out-years, the Offerors must follow instructions provided under Economic Price Adjustments, Section H, of this RFP.

**Table (3.1.4.a)**

**Summary of Proposed Annual labor Mix Category (with examples)**

<b>NAME</b>  <b>(Note1)</b>	<b>LABOR MIX</b>  <b>(Note 2)</b>	<b>OFFEROR'S LABOR CATEGORY</b>  <b>(Note 3)</b>	<b>PERCENT OF TIME ON CONTRACT</b>  <b>(Note 4)</b>	<b>PLANNED SOW ASSIGNMENT</b>  <b>(Note 5)</b>	<b>STATUS</b>  <b>(Note 6)</b>
Able, Jackson	Sr. Staff Level 1	Program Director	PT/10%	N/A	PCE/E
Black, William E.	Sr. Staff Level 1	Psychiatrist	PT/20%	C.3	PCE/E
White, Pamela A.	Sr. Staff Level 2	Clinic Manager	PT/50%	C.4.1	PCE/P
Green, Robert T	Sr. Staff Level 3	Counseling Supvs.	PT/50%	C.4.2	PCE/P
Ross, Allen	Jr. Staff Level 1	Counselor	FT/100%	C.4.3	PCE/E

- Note 1: Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.
- Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.
- Note 3: Offerors internal labor category.
- Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.
- Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.
- Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

**Table (3.1.4.b)**

**Summary of Proposed Annual labor Mix Category**

<b>NAME</b>  <b>(Note1)</b>	<b>LABOR MIX</b>  <b>(Note 2)</b>	<b>OFFEROR'S LABOR CATEGORY</b>  <b>(Note 3)</b>	<b>PERCENT OF TIME ON CONTRACT</b>  <b>(Note 4)</b>	<b>PLANNED SOW ASSIGNMENT</b>  <b>(Note 5)</b>	<b>STATUS</b>  <b>(Note 6)</b>
<u>Labor Category, Prime</u> <ul style="list-style-type: none"> <li>• Employee A</li> <li>• Employee B</li> <li>• Employee C</li> <li>• Employee D</li> </ul> <u>Labor Category, Sub.</u> <ul style="list-style-type: none"> <li>• Employee E</li> <li>• Employee F</li> <li>• Employee G</li> </ul> <u>Labor Category, Consultant</u> <ul style="list-style-type: none"> <li>• Employee H</li> <li>Employee I</li> </ul>					

Last name, first name, middle initial, grouped by task as specified in SOW. Attach resume for each name on list. The names on this list and the resumes are to be in the same order.

Note 2: Staff levels in each Labor Mix should be classified by the level of expertise and years of experience.

Note 3: Offerors internal labor category.

Note 4: State whether the individual is employed full time (FT) or part time (PT) and the planned percentage of the named person's production time that is to be applied as a direct charge to the contract.

Note 5: Identify by SOW paragraph(s) and task number, the major tasks to which the individual is expected to be assigned.

Note 6: Enter PCE if individual is to be a prime contractor employee; enter SCE if the individual is to be a subcontractor employee; enter CON if individual is to be a consultant. Enter E if employee as of the date of this proposal; enter P if the individual is a pending employee as of date of the proposal. Signed Commitment Agreements are required for all individuals with P status. A copy of each agreement is to be inserted behind the resume section in the technical proposal.

- 3.2 **Indirect Costs:** The Offeror shall indicate it's proposed Fringe, Overhead and General & Administrative rates for each applicable fiscal or calendar year (as appropriate). The Offeror shall indicate if these rates are subject to a Forward Pricing Rate Agreement. If the proposed Indirect Rates differ from the Forward Pricing Rate Agreement, the Offeror shall provide an explanation. The Offeror shall provide its actual indirect rates for overhead, G&A and fringe benefits for at least the past three (3) years and shall explain the basis for any significant rate difference between the prior three year period and the rates proposed now.
- 3.3 **Other Direct Costs:** Other Direct Costs consists of materials, travel, reproduction, postage, telephone, supplies for the prime and all subcontracted effort. This includes all other direct costs associated with performance of the contract. Travel costs shall be in accordance with GSA Joint Travel Regulations for airfare, hotel, and per diem allowances. All other direct costs should be specifically identified and explained. If an allocated portion of a Direct cost is also included in an Offeror's indirect rate (such as General and Administrative), the Offeror should state so and list the types of expenses included in the indirect rate.
- 3.3.1 The Offeror should identify types, quantities, and costs of all materials and supplies proposed including a non-loaded priced listing of individual materials or supplies ordered, or a consolidated and priced bill of materials for the entire proposal. A thoroughly documented bill of materials includes part numbers, description, unit costs, quantity required, extended cost (including delivery charges) and basis for the proposed cost (price quotation, prior buy, signed purchase orders, etc.) plus any other non-recurring costs. Deliverable materials are items delivered as a part of the work product. Examples of this are copies and binders delivered to the Government as a report or software ordered for and installed on a computer in a District Government office.
- 3.3.2 The Offeror shall use the following Table (3.3.2) to exhibit its total other direct costs (ODC) by prime and subcontractor(s). A separate table should be completed for each year (base and out-years).

**Table (3.3.2)**

**Other Direct Costs (ODC) Summary**

<b>Item</b>	<b>Task 1</b>	<b>Task 2</b>	<b>Task 3</b>	<b>Task 4</b>	<b>Base Year Total</b>
Supplies and Materials					
Office Equipment					
Travel					
• Airfare					
• Hotel					
• Meals & Incidentals					
• Ground Transportation					
Telecommunications					
Occupancy					
• Rent					
• Utilities					
• Building Maintenance					
Transportation					
Client Care Cost					
• Food					
• Medical					
• Clothing					
• Personal Hygiene					
Other					
<b>Total ODC by Task</b>					

***Note:** State each individual cost element being proposed. Describe in the narrative section of the cost proposal, how each cost element is derived and why it is being proposed. (Not all cost elements in the table above will apply to each solicitation. The above table should be tailored to the requirements of the RFP.)*

3.4 **Subcontracting Costs:** Each subcontract must be addressed separately. For any subcontract exceeding \$25,000 the cost/price proposal must show the names, quantities, prices, deliverables, basis for selection, and degree of competition used in the selection process. The subcontractor's cost or pricing data should be included along with the prime Offeror's proposal. If available, the Offeror should also include the results of its review and evaluation of the subcontract proposals. The Offeror shall provide copies of any cost or price analyses of the subcontractor costs proposed.

3.5 **Start-up Costs:** As appropriate, the Offeror shall identify all start up costs associated with this effort.

3.6 **Other Historical Data:** All offerors with current or past experience (within three to five years) for similar requirements, as described herein, must submit, as a part of their cost data, the following:

- (a) Contract Number.
- (b) Government agency (federal, state, District, municipal) the contract was awarded by.
- (c) Name and phone number of the Contracting Officer.
- (d) Name and phone number of the Contract Administrator.
- (e) Name and phone number of the Contracting Officer's Representative (if applicable) and the Contract Administrator.
- (f) Period of Performance of the Contract.
- (g) Total amount of contract(s)

In addition to the above data, the following table (No. 3.6) will be completed and submitted with the cost data:

**Table (3.6)**

**Format for Historical Data**

	Proposed Contract			Delivered Contract *		
	Number Of Hours**	Contract Value	Average Hr Rate	Number Of Hours**	Contract Value	Average Hr Rate
Direct Labor						
Loaded Labor***						

- \* Should include any increased scope officially added to contract.
- \*\* If provided different number of hours, the difference should be explained.
- \*\*\* Loaded labor should include all loading and profit. If significant material (i.e., greater than 5%) is included in the contract, data shall be presented both with and without material cost.

In addition, any other data the offeror believes is necessary should be provided in this section.

*Note: For data submitted in the above table for "delivered Contract", the Offeror shall indicate the date as of which, the submitted data is current.*



9. Organization and work that will be available for this project:

a. (1) Minimum number of employees: \_\_\_\_\_ and (2) Maximum number of employees: \_\_\_\_\_

b. Are employees regularly on your payroll:      Y Yes      Y No

c. Specify equipment available for this contract: \_\_\_\_\_

d. Estimate rate of progress below (such as 2.0 acres/man/day): \_\_\_\_\_

(1) Minimum progress rate: \_\_\_\_\_ and (2) Maximum progress rate: \_\_\_\_\_

10. List below the experience of the principal individuals of your business:

INDIVIDUAL'S NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK

11. **REMARKS - SPECIFY BOX NUMBERS** (Attach sheets if extra space is needed to fully answer any of the above questions.)

<p align="center"><b>CERTIFICATION</b></p> <p>I certify that all of the statements made by me are complete and correct to the best of my knowledge and that any persons named as references are authorized to furnish the District with any information needed to verify my capability to perform this project.</p>	12a. <b>CERTIFYING OFFICIAL'S NAME AND TITLE</b>	
	12B. <b>SIGNATURE</b> (Sign in ink)	13. <b>DATE</b>



27. Contracting Officer Review ?	a. Name:	b. Signature:	c. Date	d. Comments:
----------------------------------	----------	---------------	---------	--------------

**DISTRIBUTION [ FOR OCP USE ONLY ]:**

- |                                                                  |                                                         |                                                                       |
|------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> a. Procurement File                     | <input type="checkbox"/> e. Contract Administrator/COTR | <input type="checkbox"/> i. Agency Chief Financial Officer            |
| <input type="checkbox"/> b. Agency Chief Contracting Officer     | <input type="checkbox"/> f. Contract Monitor            | <input type="checkbox"/> j. D.C. Office of Inspector General          |
| <input type="checkbox"/> c. Chief Procurement Officer (CPO)      | <input type="checkbox"/> g. Agency Director             | <input type="checkbox"/> k. D.C. Office of Local Business Development |
| <input type="checkbox"/> d. OCP Headquarters (Quality Assurance) | <input type="checkbox"/> h. Agency Program              | <input type="checkbox"/> l. OTHER: _____                              |

Computer Generated

OCP Form 4001 (Front)

(Rev. 3/2000)

**INSTRUCTIONS**

**GENERAL INSTRUCTIONS:**

- This form shall be generated to rate the performance of any contractor, provider, or supplier of goods and services to the District of Columbia.
- The performance shall be summarized in the comments blocks included on the front of this form by checking the appropriate rating block, and adding any additional comments. If there is not enough space to provide additional comments, please provide the comments on a separate sheet and attach that sheet to the form..
- Please complete and transmit the attached form to your Agency Chief Contracting Officer in the Office of Contracting and Procurement (OCP), no less than three (3) weeks from the date that a contract ends; or the final delivery and receipt of goods and services pursuant to a contract; or upon the specific request of a representative of the Office of Contracting and Procurement.
- Please evaluate the performance of the contractor in each area requested checking the appropriate block on the performance evaluation form in accordance with the Rating Schedule listed below:

**RATING SCHEDULE**

- |     |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (0) | <b>UNSATISFACTORY</b> | The performance was substandard, and does not meet most contractual requirements. The contractual performance contained serious compliance problems for which the contractor's corrective actions appear or were ineffective.                                                                                                                                                                                                                                                                                                                                                           |
| (1) | <b>POOR</b>           | The performance was simply marginal, and just barely met the contractual requirements. There are, or were, deficiencies in the overall performance that the contractor needs to address. Generally, there were several concerns with the contractor's performance, quality and service.                                                                                                                                                                                                                                                                                                 |
| (2) | <b>SATISFACTORY</b>   | The performance acceptably meets or met the contractual requirements. The performance was timely, in compliance with the contractual requirements. Generally, there were a few minor difficulties or problems for which corrective action were undertaken by the contractor and were successful.                                                                                                                                                                                                                                                                                        |
| (3) | <b>GOOD</b>           | The performance on this contract was more than satisfactory and exceeded some of the contractual requirements. The performance was more than timely and the quality of service above compliance with the requirement. Generally, there was good satisfaction and happiness with the contractor performance, quality, and service.                                                                                                                                                                                                                                                       |
| (4) | <b>VERY GOOD</b>      | The performance met and exceeded most of the contractual requirements, to the benefit of the government, resulting in a high standard of quality, timeliness, and overall customer satisfaction.. There were minimal difficulties with this contract for which all corrective actions undertaken by the contractor were met and fully implemented by the contractor.                                                                                                                                                                                                                    |
| (5) | <b>OUTSTANDING</b>    | The performance of the contractor <i>ALWAYS</i> exceeds the contractual requirements, and was reflected by a continued pattern of an exceptional quality goods (or service, or work product); a continued pattern of advance delivery of goods or completion of services; a continued pattern of always performing at or below budget costs; and an unusual pattern of responsiveness to customer concerns; and an exceptionally high standard of demonstrated technical excellence. There were no contractor difficulties with this contract for which corrective action was required. |
6. A written, detailed narrative **SHALL** be provided to support and sustain all ratings of **UNSATISFACTORY** or **OUTSTANDING**. Please attach additional sheets, if needed.

**SPECIFIC INSTRUCTIONS:** (All items **MUST** be completed):

- |           |                                                                                                                                                                |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Block 1.  | Insert the assigned, official contract number of the contract.                                                                                                 |
| Block 2.  | Enter the name, address, telephone and facsimile numbers, and the name of the point of contact of the contractor.                                              |
| Block 3.  | Enter the name, address, and telephone, facsimile and e-mail numbers of the Contract Administrator (CA) / Contracting Officer Technical Representative (COTR). |
| Block 4.  | Enter the appropriate classification information on the contract, or purchase order. Check all that apply.                                                     |
| Block 5.  | Enter the contract date of award.                                                                                                                              |
| Block 6.  | Enter the contractor's federal tax identification number that is listed in or on the contract document.                                                        |
| Block 7.  | Enter a brief statement proving a caption or description of the nature of the contract.                                                                        |
| Block 8.  | Enter the name, address, and telephone and fax numbers of the Contract Monitor, or person completing this evaluation, if other than the CA/COTR.               |
| Block 9.  | Enter the initial, or agreed upon, price of the contract as listed in the contract or purchase order, <u>exclusive</u> of all modifications.                   |
| Block 10. | Enter the final cost of the contract, or what has been, or will be paid to the contractor, <u>inclusive</u> of all approved cost modifications.                |
| Block 11. | Enter the actual stated contract period of the contract that is listed on the front of the contract document.                                                  |
| Block 12. | Enter the specific period for which the performance evaluation is being completed if the specific period is less the total period of the contract.             |

- Block 13. This item is intended to determine whether the contractor met, or is meeting, the specific requirements outlines in the scope of work that is listed in the contract.
- Block 14. This item is intended to determine the quality of the contractor goods, service, or work performance.
- Block 15. This item is intended to obtain an indication of the timeliness of performance. Ask the question: Did the contractor deliver or perform on time?
- Block 16. This item is intended to assess whether the customer believes the contractor is reliable enough to be used again by the District.
- Block 17. This item is intended evaluate how well the contractor interacted with the District. Was the contractor responsive, flexible, cooperative, and professional.
- Block 18. This item is intended to assess the contractor' s consistency in submitting the complete documents for payment, and other administrative documents Including compliance on obtaining adequate liability insurance coverage where that requirement is applicable.
- Block 19. This item is intended to ascertain whether the vendor demonstrated originality and resourcefulness in handling issues addressed in a more traditional manner.
- Block 20. This item is intended to evaluate the contractor complied with the stated, or negotiated, contract cost.
- Block 21. This item addresses the extent, effectiveness, and overall management capability of the contractor. *(Primarily in service, consulting and construction contracts.)*
- Block 22. This item addresses the extent to which the contractor met compliance requirements for a safe work site. *(Primarily applicable in construction contracts).*
- Block 23. This item addresses the extent to which the contractor met compliance requirements for labor standards and laws.
- Block 24. This item is intended to evaluate whether the facilities that are provided by the contractor to the District met requirements, including whether the facilities were clean, and safe; and met all District housing and building code requirements, or had a Certificate of Occupancy, where applicable.
- Block 25. Provide an OVERALL PERFORMANCE RATING assessing on the contractor' s performance. The rating must be consistent with the prior ratings.
- Block 26. The Evaluator completing this performance evaluation shall sign and enter the date of signature.
- Block 27. The Contracting Officer shall review, and shall sign and enter the date of signature.

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