

REQUEST FOR PROPOSALS (RFP) (THIS IS NOT AN ORDER)			PAGE OF 1	PAGES 34	
1. RFP NO. RQ391972	2. DATE ISSUED February 22, 2008	3. REQUISITION NO. RQ391972	4. TYPE OF MARKET <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Subcontracting Set Aside		
5A. ISSUED BY: Government of the District of Columbia (District) Office of Contracting and Procurement Information Technology Group 441 4 th Street N.W., Suite 971 North Washington, D.C. 20001		6. DELIVERY Immediately upon notification of contract award.			
5B. FOR INFORMATION CALL: (Name and telephone no.) (No collect calls) Bradley Hill, Contract Specialist, Phone (202) 727-0121, fax (202) 727-1679 bradley.hill@dc.gov		7. DELIVERY METHOD <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)			
8A. TO: NAME AND ADDRESS, INCLUDING ZIP CODE, OF QUOTER CERTIFIED LSDBE OFFERORS		9. DESTINATION FOR DELIVERY OF GOODS OR SERVICES ORDERED Office of the Chief Technology Officer 441 4 th Street, NW, Suite 1030 South Washington, DC 20001			
8B. TAX ID NO. OF QUOTER:					
10. PLEASE FURNISH QUOTATIONS ON OR BEFORE: March 3, 2008, 2:00 PM (BID ROOM ONLY) 441 4 th Street. N.W. Suite 703		11A. PLEASE STATE YOUR LSDBE CERTIFICATION NUMBER BELOW (Attach Copy)			
		11B. IF YOU HAVE A DISTRICT OF COLUMBIA SUPPLY SCHEDULE (DCSS) CONTRACT FOR THESE ITEMS, PLEASE ENTER THE CONTRACT NUMBER BELOW:			
12. INSTRUCTIONS TO QUOTERS AND TERMS AND CONDITIONS					
Instructions to Quoters: Please complete Blocks 8B, 11A, 11(B) if applicable, 13(E), 13(F), 14, 15, 16, 17, 18, as well as submission of technical and price quotations as outlined in this solicitation, submit one (1) original and three (3) copies of <u>signed</u> quotations to Office of Contracting and Procurement, 441 4 th Street, NW, Suite 703 (Bid Room), Washington, D.C. 20001. This is the <u>only</u> authorized method of submitting a quotation for this RFQ. All quotations must be received no later than the date and time stated in block 10 of this RFQ.					
Terms and Conditions: SEE ATTACHED.					
13. SCHEDULE (Include applicable Federal, State and local taxes and all delivery charges)					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	See attached Statement of Work				
0001	Base Period – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
1001	Option Period One (1) – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
1002	Option Period Two (2) – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
1003	Option Period Three (3) – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
0002	Base Period – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
2001	Option Period One (1) – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
2002	Option Period Two (2) – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
2003	Option Period Three (3) – PeopleSoft HCM Senior Technical Analyst Services	1040	Hours	\$	\$
GRAND TOTAL AMOUNT					\$
14. NAME AND ADDRESS OF QUOTER (Street, city, county, State and ZIP Code)		15. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION (ELECTRONIC SIGNATURES NOT ACCEPTABLE)		16. DATE OF QUOTATION	
		17. NAME AND TITLE OF SIGNER (Type or print)		18. TELEPHONE NO. (Include area code)	

B.1. GENERAL TERMS AND CONDITIONS

- B.1.1 This is a Request for Proposals (RFP) issued under the small purchase procedures outlined in Title 27, District of Columbia Municipal Regulations, Chapter 18, Section 1802.3. The terms Quote/Quoter, Bid/Bidder and Offer/Offeror are used interchangeably in this RFQ, as are the terms RFQ and solicitation, and the terms submission, quote and proposal, and the terms contract and Purchase Order (PO). Quotations submitted are Offers that the District can accept by issuing a PO. This RFQ is issued in the Set Aside Market for certified LSDBE Offerors. The District will apply preferences in evaluating submissions from District-certified LSDBEs. If you are unable to submit a quote, please so indicate on this form and return it.
- B.1.2 The District may award multiple contracts resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors specified elsewhere in this solicitation.
- B.1.3 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.
- B.1.4 The presentation of a candidate is considered the vendor's certification, representation, and warranty that the candidate possesses all of the education, skills, and job experience presented in the resume. The contractor bears full responsibility for the candidate's presented qualifications.
- B.1.5 In response to this solicitation, the contractor shall provide resumes for no more than three (3) candidates. In addition, no resume shall be longer than three (3) pages in length. Each resume shall be submitted on corporate letterhead with identical font and formatting. Failure to comply with this requirement will result in an automatic disqualification.

B.2. PERIOD OF PERFORMANCE AND CONTRACT TYPE

- B.2.1 The contract(s) awarded from this solicitation will be labor hour contract(s). The period of performance for the base period will be 1040 hours from date of award or one year from the date of award, whichever occurs earliest, with the option to renew for three (3) additional option periods of 1040 hours each, 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 an option period is subject to the availability of funds at the time of the exercise. 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. The quoter/Offeror shall submit a price

for the base period and each option period. If the District exercises an option, the extended contract shall be considered to include this option provision. The price for the option period shall be as specified in the contract. The total duration of the contract(s), including the exercise of any options under this clause, shall not exceed 8320 hours or four (4) years.

B.3. CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District, or Purchase Orders issued on behalf of the District, only by Contracting Officers. The name, address and telephone number of the Contracting Officer is:

Annie R. Watkins
Contracting Officer
Government of the District of Columbia
Office of Contracting and Procurement
Information Technology Group
441 Fourth St., NW, Suite 971 North
Washington, DC 20001
Phone: (202) 727-0252 (main)
Phone: (202) 727-5274 (direct)
Fax: (202) 727-1679
E-mail: annie.watkins@dc.gov
Website: ocp.dc.gov

B.4. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer, or a valid changed PO is issued by the Contracting Officer. 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.

B.5. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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 shall be designated upon award of the contract.

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

B.6. ADVISORY AND ASSISTANCE SERVICES

The contract is a “nonpersonal services contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government’s right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

B.7. DELIVERY OF WORK PRODUCT/INSTRUCTION FROM COTR

B.7.1 The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional instructions that the District COTR may direct. During performance under this contract and/or at completion of work, the Contractor shall provide orderly hand-over of work products and deliverables to the District COTR, including all documentation, electronic or otherwise, created during performance of the contract. All work product produced under the contract is at all times the property of the District.

B.7.2 In addition, the Contractor shall:

B.7.2.1 Ensure that all work is performed on District premises, unless otherwise approved in writing by the COTR;

B.7.2.2 Be specifically responsible for assuring that personnel have high-end laptops with Window XP Professional and necessary communication equipment. At the COTR’s discretion, Contractor may be required to provide their personnel cell phones and/or PDA’s, at no cost to the District. Specifications will be provided at the time of the requirement. Unless otherwise specified, Contractor staff shall work onsite at the designated District site during normal business hours.

B.7.2.3 Provide weekly timesheets, in the format supplied by the District, reporting all time worked by person’s name, days worked, and time worked. Each person is billable only to a maximum of eight (8) hours per day, 40 hours per week unless written prior approval has been issued by

the COTR. Contractor must provide timely, necessary information to allow the District to calculate “earned value”.

- B.7.2.4 Establish and document project goals and optional strategies for their implementation. Support analyses with graphical drawings, charts, and other presentation instruments.
- B.7.2.5 Collect and document project constraints for cost, schedule, and quality. Obtain approval from the Contracting Officer for proposed scope changes.
- B.7.2.6 Throughout the performance of the above items, coordinate with District employees and other consultants/Contractors employed by the District.
- B.7.2.7 Provide sufficient support after submission of deliverables and work products, as necessary to clarify the contents of deliverables to the District.
- B.7.2.8 Develop, obtain approval for, and execute a quality control plan. Provide periodic senior management supervision of the work in this contract in order to provide quality control of the Contractor’s work. Report findings to District representative with proposed actions. Provide this service at least every two weeks during the terms of the contract.
- B.7.2.9 Continuously monitor the status of Contractor’s work hereunder and update status, providing District management timely information regarding possible problems and proposed action required to mitigate such problems.
- B.7.2.10 Prepare and present weekly reports, throughout the performance of the Contractor’s work, setting out current and upcoming activities, decisions required and issues of concern.
- B.7.2.11 Provide reporting and communications in copies and form requested by the designated District representative.

B.8. HIRING OF EMPLOYEES

By accepting this order or contract, the Contractor agrees that the District, at its discretion, after completion of the base period of an order or contract, may hire the individual performing services as a result of this order or contract, without restriction, penalties or fees.

B.9. INVOICE PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The Contractor shall submit proper invoices no later than on a monthly basis or as otherwise specified in the order or by the COTR. 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 this solicitation. The address of the CFO is:

Name: OCTO Agency CFO
Accounts Payable Division
Address: 441 4th Street, NW
Suite 930S
Washington, D.C. 20001
Telephone: (202) 727-2277
Fax: 202-727-1216
E-mail: octo.accountspayable@dc.gov

To constitute a proper invoice, the Contractor shall submit the following information:

- (a) Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- (b) Contract number and Encumbrance Code (PO Number). Assignment of an invoice number by the Contractor is also recommended;
- (c) Description, price, quantity, dates and the percent (%) of work actually performed;
- (d) The original and two (2) copies of invoices for cost reimbursable expenses, if authorized by the contract;
- (e) Other supporting documentation or information, as required by the Contracting Officer;
- (f) Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- (g) Name, title, phone number of person preparing the invoice;
- (h) Name, title, phone number and mailing address of person; and authorized signature.
- (i) Monthly bills must be broken down by rate, person, hours, and task as an attachment to each bill, with approved District timesheets.
- (j) District timesheets will be provided electronically or in hardcopy to the COTR, at COTR's discretion.

B.10. EVALUATION FACTORS

B.10.1 The District may, but is not obligated to, make multiple awards to the responsible Offeror(s) whose quote(s) is/are most advantageous to the District, based upon the evaluation criteria specified in the solicitation. 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. The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; <i>e.g.</i> , 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 10 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 8 (4/5 of 10). The sub factor scores will be added together to determine the score for the factor level.

B.10.2 MANDATORY MINIMUM QUALIFICATION REQUIREMENTS:

The selected Contractor shall provide an employee and resources that meet the following requirements: (Candidates must meet all minimum requirements for Offeror to be eligible for considered for award):

B.10.2.1 Bachelor’s Degree in Computer Science, Information Systems or a related field of study. Graduate level training in a related field is preferred.

B.10.2.2 PeopleSoft Certified

B.10.2.3 Minimum 10 years overall MIS experience with a pattern of increasing responsibilities and accomplishments.

B.10.2.4 Minimum 10 years of application technical development experience with a pattern of increasing responsibilities and accomplishments.

B.10.2.5 Minimum 3 years direct development experience in PeopleTools 8.43 (8.46 a plus) and PeopleSoft HCM version 8.8. Federal product knowledge preferred.

B.10.2.6 Minimum 8 years experience working with Structured Query Language (SQL) and relational database technology tools to perform complex data analyses.

B.10.2.7 Demonstrated mastery in PeopleTools, PeopleCode, Process Scheduler, Application Engine Programming, Oracle DBMS, PeopleSoft Integration Tools, Visual Basic or PL/SQL or similar language, SQR.

B.10.2.8 Minimum 3 years experience in performing technical development to implement three (3) or more of these PeopleSoft 8.8 HCM components: eRecruit, eCompensation, User Productivity Kit, Enterprise Learning Management, ePerformance, Workforce Analytics and Datamarts. Demonstrated Federal HR product knowledge and skill in the processes supporting collective bargaining agreements and labor relations management preferred.

B.10.2.9 Three full Software Development Life Cycle (SDLC) implementations of PeopleSoft HCM eRecruit, eCompensation, Enterprise Learning management, User Productivity Kit, ePerformance, Workforce Analytics and Datamarts modules version 8.8 or higher as technical lead. Includes designing technical solutions, conducting fit/gap analysis, implementing customizations.

B.10.2.10 Citizen or permanent resident of the United States of America.

NOTE: This requirement will not count toward the technical evaluation of the candidate, but failure to comply with this requirement will result in an automatic disqualification.

B.10.3 TECHNICAL CRITERIA (40 Points)

B.10.3.1 Technical Knowledge and Experience – Points in this category will be awarded based on evaluation of the offeror's proposed resource that meets or exceeds the criteria outlined in the Minimum Qualifications. The points will be allocated after evaluating the resume for the following criteria:

B.10.3.1.1 The candidate has specific, verifiable experience (beyond the minimum 3 years), in PeopleTools 8.43 (8.46 preferred) technical development work for the implementation of any two (2) or more of these PeopleSoft 8.8 HCM components: eRecruit, eCompensation, Enterprise Learning Management, ePerformance, User Productivity Kit, Workforce Analytics and Datamarts. Federal product knowledge and processes supporting collective bargaining agreements and labor relations management preferred. (10 points)

B.10.3.1.2 The candidate has specific, verifiable experience (beyond the minimum 3 years), of full SDLC implementation work communicating and working in a team environment gathering, coordinating requirements from a variety of users and application developers; conducting fit/gap analysis; translating needs analysis data into functional application designs into technical requirements/design specifications; preparing and maintaining Technical Specification Documents; developing and maintaining program code; and, building and migrating PeopleSoft HCM environments. (10 points)

B.10.3.1.3 The candidate has specific, verifiable experience (beyond the minimum 8 years) of high level work in requirements analysis, data modeling and system design, including Structured Query Language (SQL) and relational database technology tools to perform complex data analyses. Direct experience to include high level of expertise with Application Engine, PeopleCode, Oracle DBMS, Process Scheduler, Visual Basic or similar language, and PeopleSoft Integration Tools. (10 points)

B.10.3.1.4 The candidate shall have experience (beyond the 10 years minimum) as an application technical analyst and configuration experience with a pattern of increasing responsibilities and accomplishments. (5 points)

B.10.3.1.5 The candidate shall have formal education (beyond the minimum Bachelors degree) in Computer Science or equivalent field of study (e.g.: Information Systems, Computer Information Management, etc). (5 points)

B.10.3.2 Interview (20 points) – Points in this category will be awarded based on evaluation of the offeror’s proposed resource that successfully completes an interview with a designated District interview panel. Proposed resources will only be asked to complete an interview if all of the minimum requirements specified in section B.10.2 are fulfilled. Points in this category will be allocated in the manner outlined below after evaluating the following criteria during the interview:

B.10.3.2.1 The candidate shall have performed technical development for three or more successful implementations of the PeopleSoft HCM system, specifically with two or more of the following modules: eRecruit, eCompensation, Enterprise Learning Management, ePerformance, User Productivity Kit, Workforce Analytics and Datamarts (10 points).

B.10.3.2.2 The candidate shall hold knowledge of full life cycle software development and software management skills (5 points).

B.10.3.2.3 The candidate shall hold excellent oral and written communication skills, including the ability to communicate technical subjects to non-technical persons (5 points).

B.10.4 Past performance for proposed Candidate (5 Points)

The proposed candidate has satisfactorily provided similar services in a Government environment. The contractor shall provide (3) three references for the proposed candidate. The District may contact the candidate client references to obtain past performance evaluations, only if the candidate satisfies the requirements in Section B.10.2. The District reserves the right to conduct further investigation into past performance of the candidate.

B.10.5 Past Performance for the Company (5 Points)

The company has satisfactorily provided candidates with similar skills in a Government environment. The contractor will provide (3) three references for the company. The District may contact the company’s client references to obtain past performance evaluations, only if the candidate satisfies the

requirements in Section B.10.2. The District reserves the right to conduct further investigation into past performance of the company.

B.10.6 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:

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

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

B.10.6.1 IMPORTANT BUDGETARY CONSTRAINT: If a price proposed is significantly greater than the funds approved for this action, the District may choose not to evaluate the higher priced candidates.

B.10.7 PREFERENCE POINTS (12 Points)

B.10.8 TOTAL (112 Points)

B.11.0 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, as amended, 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.

B.11.1 GENERAL PREFERENCES

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

B.11.1.1 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;

- B.11.1.2** The addition of five points on a 100 point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- B.11.1.3** 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;
- B.11.1.4** 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;
- B.11.1.5** 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
- B.11.1.6** 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.

B.11.2 MAXIMUM PREFERENCE AWARDED

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve (12) points on a 100 point scale for submissions in response to this RFQ.

B.11.3 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.

B.11.4 VENDOR SUBMISSION FOR PREFERENCES

B.11.4.1 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:

B.11.4.1.1 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

B.11.4.1.2 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.

B.11.4.2. Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

B.11.4.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

B.12. ATTACHMENTS

Statement of Work (Attachment A)
Tax Certification Affidavit (Attachment B)
Sample Resume' (Attachment C)
Contractor/Provider Past Performance (Attachment D)
EEO Statement (Attachment E)
First Source Agreement (Attachment F)

B.13. INSTRUCTIONS

B.13.1 Please submit one (1) original and three (3) copies of both the signed technical and price quotations in separately sealed envelopes (one technical and price) to the Office of Contracting and Procurement, 441 4th Street, NW, Suite 703 (Bid Room), Washington, D.C. 20001. Quoters must also submit with the quote, a sworn Tax Certification Affidavit (Attachment B). All quotes must be received no later than the date and time stated in block 10 of the RFQ form. Technical quotations should include candidate resumes as well as company capability statements and all other information that the District would need for its evaluation. ONLY THE ORIGINAL RESUME(S) shall contain the candidate name and/or the company name. All other resumes shall be in accordance with the SAMPLE RESUME (Attachment C). THIS IS THE ONLY AUTHORIZED METHOD OF SUBMITTING A BID FOR THIS SOLICITATION.

B.13.2 Issuance of this Solicitation does not commit the District to pay any costs incurred in the preparation of the submission of this quotation.

B.13.3 By submitting a bid, Bidder is representing that the candidate proposed is available to commence work promptly upon the Quoter's receipt of a PO provided that a PO is received within twenty one (21) days of submission in response to this RFQ. By submitting a Bid, Quoter further represents that it understands that award decisions will be made based, in part, on the quality of the candidate proposed, and that if the candidate should not be available to commence work, for whatever reason, at the beginning of the period of performance, the District reserves the right to cancel the award and proceed with awarding to another Quoter whose candidate is available.

B.13.4 The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, are hereby incorporated by reference and made a part of this RFQ and the resultant PO. For a copy, go to OCP's website, <http://ocp.dc.gov>, and click on Solicitation Attachments.

B.13.5 No resume shall be longer than three (3) pages in length. Each resume shall be submitted on 8 ½” x 11” bond paper.

B.13.6 ALL RESUME COPIES (EXCLUDING THE ORIGINAL COPY) MUST HAVE THE CANDIDATE’S NAME REMOVED AND NO REFERENCE TO THE OFFEROR COMPANY OR COMPANY LOGO. RESUMES SHALL BE IDENTIFIED AS CANDIDATE 1, CANDIDATE 2, OR CANDIDATE 3, ETC. A REFERENCE SHEET MATCHING THE CANDIDATE TO THE CORRESPONDING RESUME MUST BE INCLUDED WITH YOUR SUBMISSION. (SEE “SAMPLE RESUME” – ATTACHMENT C) FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN AN AUTOMATIC DISQUALIFICATION.

END

**OFFICE OF THE CHIEF TECHNOLOGY OFFICER
PEOPLESFT HCM SENIOR TECHNICAL ANALYSTS – PEOPLESFT
NEW DCHR MODULES TEAM
STATEMENT OF WORK**

C.1 SCOPE:

The Government of the District of Columbia, the Office of the Chief Technology Officer (OCTO) is seeking one (1) to two (2) PeopleSoft HCM Senior Technical Analyst(s) who will be responsible for conducting full cycle technical implementation activities such as but not limited to: design, interface and report design and development, setup, configuration, customization, testing, training, change management, end user support, database management support and documentation for ERP solutions associated with PeopleSoft HCM suite.

C.1.1 DEFINITIONS

C.1.1.1 OCTO – Office of the Chief Technology Officer within the Government of the District of Columbia.

C.1.1.2 DCHR – District of Columbia Human Resources Department within the Government of the District of Columbia.

C.1.1.3 ERP – Enterprise Resource Planning software, which is software that spans the entire District of Columbia.

C.1.1.4 HCM – Human Capital Management, which is the name of the PeopleSoft Payroll and Human Resource system.

C.2 BACKGROUND

C.2.1 OCTO, in collaboration with the Office of the Chief Financial Officer (OCFO) and the District of Columbia Human Resources (DCHR) is embarking on an ambitious program to upgrade and implement PeopleSoft Human Capital Management (HCM) information systems to realize new efficiencies while simultaneously offering a broad range of new administrative services for the District. Currently, four PeopleSoft HCM modules (HR, Benefit Administration, Time and Attendance and Payroll) are deployed into operations. In addition, OCTO and DCHR are collaborating to implement additional PeopleSoft HCM modules such as Performance Management, Learning Management, User Productivity Kit, Compensation Management, and Workforce Analytics in fiscal year 2008 and 2009.

This citywide enterprise solution initiative will encompass, but not be limited to, business process engineering, system replacements, system enhancements, new systems selection, and custom enhancements of existing applications, system integration, systems implementation and information technology oversight.

This effort will be accomplished through a series of inter-related information technology (IT) projects that will be managed, and/or coordinated within OCTO. OCTO will collaborate with the District agencies to assure that the technological solutions are responsive to the operational plans and priorities of client agencies and their partners within the District government, and with applicable community service providers.

C.3 TASKS. The Contractor shall perform PeopleSoft Senior Technical Analyst tasks, including, but not limited to:

1. Serve as a member of the PeopleSoft HCM DCHR Modules team.
2. Perform all technical activities for/during the implementation and/or enhancement of PeopleSoft HCM eRecruit, ePerformance, eLearning, eCompensation, User Productivity Kit and HCM Datawarehouse / Workforce Analytics modules
3. Perform all aspects of programming assignments.
4. Analyze requirements to apply system solutions to business problems.
5. Design technical specifications and program automated system solutions.
6. Configure, analyze, design, develop and maintain program codes and applications to support business processes and functions.
7. Apply knowledge and experience with technology and application development methodologies.
8. Perform basic systems analysis techniques, to include but not be limited to, testing, debugging, file design and storage.
9. Understand and adhere to documentation standards, file design and storage.
10. Develop and operate data tables and scripts required to process mass changes.
11. Resolve configuration related issues with the appropriate District resource(s).
12. Research, prototype and roll out PeopleSoft patches and upgrades within the District rollout framework and methodology.
13. Build and migrate PeopleSoft environments.
14. Design technical solutions.
15. Conduct fit/gap analysis
16. Implement customizations.

-end-

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:

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

District:		Current	Not Current	Not Applicable
Sales and Use		()	()	()
Employer 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: _____

(Attachment C)
Sample Resume'

Candidate 1

EDUCATION

MIDWAY SCHOOL OF BUSINESS - Chicago, IL
Master of Sciences, Computer Science - Finance and Strategic Management - June 2001

- Dean's Honor List
- Active member of Management Consulting, Corporate Management and Strategy, and High Tech Clubs.

ANDERSEN COLLEGE - Boston, MA
Bachelor of Sciences in Physics – Computer Science emphasis (Cum Laude) - June 1996

- Andersen College Scholarship for academic distinction; Dean's List all semesters
- Violinist in Andersen College Symphony
- Physics and Electronic Engineering tutor for Bureau of Study Counsel; active participant in Habitat for Humanity
- Completed dissertation in the field of condensed matter theory

EXPERIENCE

SMART BROTHERS - New York, NY
Technology Project Manager - Investment Banking - June 1997 - July 1999

- Managed project teams to develop profit and loss software systems for Proprietary Trading group
- Promoted to project leadership role in two years, well ahead of department average of four
- Developed an original mathematical algorithm for trading processing module, improving performance by 1200%
- Led team of six analysts in firmwide project to reengineer loan syndicate trading flows in firm's largest technology project of 1999. Recommendations established new firmwide standard for real-time trade processing
- Appointed lead Analyst of interest accrual team after just three months in department. Initiated and designed project to create customized, improved interest accrual and P&L applications for fixed income controllers
- Selected to work on high-profile project to reengineer corporate bond trading P&L system. Reduced overnight processing time from six hours to 20 minutes and improved desktop application speed by 350%
- Devoted 20-25 hours a month to instructing junior members of the team in interest accrual and trading

FINANCIAL TECHNOLOGY GROUP - New York, NY
Analyst - June 1996 - May 1997

- Developed cutting-edge analytic software for use by Wall Street traders
- Worked on a daily basis with clients to create and implement customized strategic software solution for equity traders. Helped create and deliver extensive training program for clients
- Initiated, created, and documented new firmwide standard for software module development

References (Three): (Must be provided to be considered.)

1. Name, Title, Phone, Fax, E-mail

2. Name, Title, Phone, Fax, E-mail

3. Name, Title, Phone, Fax, E-mail

-end-

(Attachment D)
GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



PAST PERFORMANCE QUESTIONNAIRE
INSTRUCTIONS

This form is provided to document the past performance of (name of company). The following standards shall be used in arriving at the rating. Upon completion of this form, please submit it as an e-mailed attachment to _____ at e-mail address _____ the subject line of the e-mail as “[Evaluated Vendor’s Name] – Past Performance Evaluation – (Solicitation Number-Solicitation Name). Thank you for assisting the Government of the District of Columbia in evaluating this Offeror's past performance.

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Contractor's performance failed to meet minimum requirements/contract expectations; e.g., no demonstrated capacity, major deficiencies which were not correctable
1	Poor	Contractor's performance marginally met minimum requirements/contract expectations; had major deficiencies which were correctable.
2	Minimally Acceptable	Contractor's performance marginally met minimum requirements/contract expectations; had minor deficiencies which were correctable.
3	Acceptable	Contractor's performance met requirements/contract expectations; no deficiencies.
4	Good	Contractor's performance met all requirements/contract expectations and exceeded some requirements/contract expectations; no deficiencies.
5	Excellent	Contractor's performance exceeded most, if not all requirements/contract expectations; no deficiencies.

If the element is not applicable, indicate with “N/A.” If no data has been obtained or additional comments are provided, please note in this column.

PAST PERFORMANCE RATING FORM

NAME OF COMPANY EVALUATED:

ADDRESS OF COMPANY EVALUATED:

TYPE OF SERVICES PERFORMED:

NAME OF EVALUATOR

**EVALUATOR'S
COMPANY/AGENCY**

**DATE EVALUATION
PROVIDED**

Performance Element

Excellent

Good

Acceptable

**Minimally
Acceptable**

Poor

Unacceptable

**1. QUALITY OF TECHNICAL
APPROACH**

(For example: Were the services comprehensive, complete, and feasible? (Met the needs, performed successfully, and accommodated changing requirements.)

**2. EFFECTIVE AND EFFICIENT USE
OF RESOURCES**

(For example: Was the contractor able to obtain in a timely manner the amount and type of personnel resources required to support the project, effectively train personnel to perform the work required for the project, and maintain the required workforce throughout the term of the contract?)

**3. EFFECTIVE AND EFFICIENT USE
OF SUBCONTRACTORS**

(For example: Was the experience of the subcontractors directly applicable to the project, did the contractor successfully met subcontracting goals and objectives as related to small, woman-owned and small disadvantaged businesses, and did the contractor successfully utilize and manage all subcontractor resources?)

**4. QUALITY OF
PERFORMANCE/CUSTOM
ER SATISFACTION**

(For example: Was the contractor committed to customer satisfaction?)

Continued on next page

PAST PERFORMANCE RATING FORM, continued

<i>Performance Element</i>	Excellent	Good	Acceptable	Minimally Acceptable	Poor	Unacceptable
5. BUSINESS BEHAVIOR (For example: Was the contractor reasonable and cooperative at the corporate and program levels in response to changes in technical direction, correcting errors, poor performance, criticism/rejection of contract deliverables and other quality issues?)						
6. COMMUNICATION (For example: Did the contractor work and communicate well with contracting officers, contracting officer's technical representatives, end users, other contractors, subcontractors, and in-house staff?)						
7. COST CONTROL (For example: Was the contractor successful in planning and proposing realistic costs, monitoring performance, operating at or below budget, and implementing corrections/changes in a cost effective manner?)						
8. TIMELINESS OF PERFORMANCE (For example: Was the contractor successful in planning and proposing realistic schedules, monitoring performance, completing work on time, and implementing corrections/changes in a timely manner?)						
9. UNDERSTANDING OF REQUIREMENTS (For example: Did the contractor show an understanding of the scope of the requirements and an appreciation of the complexity of the requirements? And did the contractor effectively identify flaws, inconsistencies and other inaccuracies in your technical direction?)						
OVERALL EVALUATION SCORE (Note: This must be consistent with the individual scores)						

Comments

Please provide any comments regarding your performance element ratings in the appropriate spaces below. Please add additional pages as necessary.

(ATTACHMENT E)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

(Statement shall be submitted on Company Letterhead)

_____ 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 THRU 1103.100 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 11203.2 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

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF HUMAN RIGHTS AND LOCAL BUSINESS DEVELOPMENT**

**ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY
REQUIREMENTS**

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS" ARE HEREBY INCLUDED AS A 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 _____, HEREIN AFTER REFERRED TO AS THE "CONTRACTOR" CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1995, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4925. 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 CONTRACT 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

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA D.C. Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 – 4 th Street, N. W., Suite 800S Washington, DC 20001
--	---

Instructions:
 Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.
 One copy shall be retained by the Contractor.

Section A – TYPE OF REPORT

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
--	--

2. Total number of reports being filed by this Company. _____

Section B – COMPANY IDENTIFICATION *(To be answered by all employers)*

1. Name of Company which owns or controls the establishment for which this report is filed	a.
Address (Number and street)	City or Town
	Country
	State
	Zip Code
b.	
b. Employer Identification No.	

2. Establishment for which this report is filed.	OFFICIAL USE ONLY
a. Name of establishment	c.
Address (Number and street)	City or Town
	Country
	State
	Zip Code
b.	
b. Employer Identification No.	

3. Parent of affiliated Company

a. Name of parent or affiliated Company	b. Employer Identification No.
Address (Number and Street)	City or Town
	Country
	State
	Zip Code

Section C - ESTABLISHMENT INFORMATION

1. Is the location of the establishment the same as that reported last year? Y Yes Y No Y Did not report last year Y Report on combined basis	2. Is the major business activity at this establishment the same as that reported last year? Y Yes Y No Y No report last year Y Reported on combined basis	OFFICIAL USE ONLY
3. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)		e.

4. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

Y Yes Y No

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		Total		Total		MALE			FEMALE	
	Employees Including Minorities	Male Black Minorities	Female Asian	Indian Minorities	Indian	American Hispanic Black	Asian	Indian	American Hispanic	Including	Including
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Tot. 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) (11)	(10)
	Production										

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

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 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)

One 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	Extension	City and State	Zip Code	Telephone
-------	-----------	----------------	----------	-----------

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	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:									

(ATTACHMENT F)
FIRST SOURCE EMPLOYMENT AGREEMENT

Contract Number: _____

Contract Amount: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: (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, as amended, 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 with 50 or less employees 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.

IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)? YES NO
If yes, certification number: _____

X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?
YES NO
If yes, D.C. Apprenticeship Council Registration Number: _____

XI. Indicate whether your firm is a subcontractor on this project: YES NO
If yes, name of prime contractor: _____

Dated this _____ day of _____ 20 _____

Signature Dept. 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					

CURRENT EMPLOYEES: Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER or EMPLOYEE IDENTIFICATION NUMBER

