

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**

Total Maximum Daily Load

**Request for Proposal
DCAM-13-NC-0112**

**Addendum No. A03
Issued: March 15, 2012**

Item #1

The following documents are provided as Exhibits to Amendment A03

Exhibit 1- Form of Contract

Exhibit 2 – Attachment A - Unit Price Spreadsheet (Revised)

Exhibit 3 – Attachment J - District of Columbia Ambient, MS4 Outfalls, and USGS Monitoring Stations

Exhibit 4 – Attachment K – CBE Utilization Plan

Exhibit 5 - Responses to Questions About the Solicitation

Item #2

Section B.5.1.1, Delete B.5.1.1 (a) 3

Item #3

Section B.5.1.2.2, Delete and replace with the following:

The model selected and described in the Consolidated TMDL Implementation Plan Methodology (B.5.1.1) shall take into account spatial distribution of land use, location of BMPs, installation dates of BMPs, maintenance status of BMPs, and treatment areas of BMPs, have GIS capability that does not require proprietary software, and GIS tools compatible with ESRI ArcGIS 9.3 and 10.1.

Item #4

Section B.5.2.5.1, Delete and replace with the following:

The Contractor shall develop a Revised Monitoring Framework to comply with the requirements of Section 5.1.1 of the District's MS4 Permit, and to meet at a minimum the objectives below. A map summarizing sampling locations and types of monitoring conducted by Fisheries and

Wildlife Division, as well as DDOE's water quality monitoring efforts is provided as Attachment J to the RFP:

All other terms and conditions remain unchanged.



JW Lanum
Associate Director/Contracting Officer

3/15/13
Date

- End of Addendum No. A03 -

Exhibit 1
Form of Contract

**CONTRACT FOR
CONSOLIDATED TOTAL MAXIMUM DAILY LOAD
IMPLEMENTATION PLAN AND MONITORING PROGRAM
DCAM-13-NC-0112**

THIS CONTRACT FOR CONSOLIDATED TOTAL MAXIMUM DAILY LOAD IMPLEMENTATION PLAN AND MONITORING PROGRAM ("Agreement") is entered into by and between the District of Columbia government acting by and through its **DEPARTMENT OF GENERAL SERVICES** ("Department") and XXXXXXXX("Contractor").

WITNESSETH:

WHEREAS, the Department of the Environment (DDOE) is charged with satisfying requirements contained in the Municipal Separate Storm Sewer System (MS4) Permit issued to the District.

WHEREAS, the Department on behalf of the DDOE issued a Request for Proposals to engage a contractor to develop a Consolidated Total Maximum Daily Load (TMDL) Implementation Plan and a revised Monitoring Program.

WHEREAS, the Contractor submitted a proposal in response to the Request for Proposals, and the Department wishes to engage the Contractor to provide the requested services.

WHEREAS, the Department desires that the base period of the contract be for three (3) years from date of award.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties to this Agreement agree as follows:

AGREEMENT:

SECTION 1 SCOPE OF WORK

Section 1.1 Scope The Government of the District of Columbia, Department of General Services, on behalf of the District Department of the Environment (DDOE) is seeking a Contractor to develop a Consolidated Total Maximum Daily Load (TMDL) Implementation Plan and a Revised Monitoring Program to satisfy requirements contained in the Municipal Separate Storm Sewer System (MS4) Permit issued to the District by the Environmental Protection Agency (EPA).

Section 1.2 Applicable Documents Please see Exhibit F for documents applicable to this procurement and hereby incorporated by this reference:

Section 1.3 Definitions Please see Exhibit G for definition of terms and their meaning when used in this agreement.

Section 1.4 Background

Section 1.4.1 DDOE Mission The mission of the District Department of the Environment (DDOE) is to improve the quality of life for the residents and natural inhabitants of the nation's capital by protecting and restoring the environment, conserving our natural resources, mitigating pollution, and educating the public on ways to secure a sustainable future.

Section 1.4.1.1 Storm Water Management Division The Storm Water Management Division (SWMD) administers the MS4 permit issued to the District by the US EPA under the National Pollutant Discharge Elimination System (NPDES), and oversees their activities to ensure that permit compliance activities are prioritized, budgeted and implemented. The DDOE SWMD is charged with overseeing implementation of the MS4 Permit.

Section 1.4.2 Current Operating Environment The U.S. Environmental Protection Agency issued a revised MS4 Permit to the District in January 2012. This Permit was appealed by a number of organizations; an appeal brought by a coalition of environmental organizations focused on many of the Permit's TMDL provisions. This appeal resulted in a Permit modification that clarified the Permit's requirements for TMDL Implementation Plans, which was finalized and effective as of November 9, 2012. The District has 30 months from the effective date of this modification to submit to EPA for approval a Consolidated TMDL Implementation Plan and Revised Monitoring Plan.

DDOE has developed an overall conceptual approach for developing these deliverables, but anticipates that their development will rely heavily on external contractor support. DDOE has also begun work to convene the stakeholder technical workgroup that will participate in the development of these deliverables. However, DDOE is waiting until external contractor support for this project has been secured before moving forward with convening the technical workgroup.

Section 1.4.3 Goals and Objectives

Section 1.4.3.1 Consolidated TMDL Implementation Plan A major component of the District's Stormwater Management Program required by the MS4 Permit is the development of a Consolidated TMDL Implementation Plan. This plan shall represent an unprecedented strategic planning effort for achieving Clean Water Act goals for the District's waters. The TMDL Implementation Plan shall set a compliance schedule for TMDL Waste Load Allocations, with benchmarks for annual pollutant load reductions and milestones for WLAs that shall require many years to reach. Developing the Implementation Plan shall result in a performance-based approach for reducing stormwater runoff volume and pollution, including addressing TMDL compliance and ultimate attainment of water quality standards, while still providing the District flexibility to plan and judiciously allocate limited resources.

The Consolidated TMDL Implementation Plan shall make technically defensible projections of pollutant load reductions for the District, including (1) factors for determining if sufficiently stringent measures are in place, (2) and a schedule for achieving TMDL Waste Load Allocations (WLAs), based on various levels of investment and implementation of Best Management Practices.

Section 1.4.3.2 Revised Monitoring Program Another major requirement of the MS4 Permit is to revise the District's monitoring program. This effort shall create an updated monitoring framework for the District, addressing existing and future needs to make wet weather pollutant loading estimates, track progress towards TMDL WLAs, and evaluate overall health of receiving waters, including via biological and physical indicators. The Revised Monitoring Program shall establish a robust system to track progress towards achieving TMDL WLAs, evaluate the health of District receiving waters, and inform an adaptive management process, including factors to consider in selecting an appropriate level of assessment.

Section 1.5 Requirements

Section 1.5.1 Consolidated TMDL Implementation Plan The Contractor shall develop a Consolidated TMDL Implementation Plan, producing the following deliverables:

- (a) Consolidated TMDL Implementation Plan Methodology (draft and final);
- (b) Modeling and Baseline Analysis (draft and final);
- (c) Consolidated TMDL Implementation Plan (draft and final draft).

Section 1.5.1.1 Consolidated TMDL Implementation Plan Methodology The Contractor shall develop a TMDL Implementation Plan Methodology document that describes all of the methods, tools, and assumptions that shall be used throughout the project. The TMDL Implementation Plan Methodology document shall include, at a minimum:

- (a) A literature review of:
 - 1) BMP pollutant removal efficiencies,
 - 2) BMP cost effectiveness, and
 - 3) Target load estimation methods and their relative applicability to the District of Columbia.
- (b) A description of how the Contractor shall develop and provide for the Contracting Officer's Technical Representative's (COTR) approval the following methods for:
 - 1) Crediting BMPs for pollutant removal and/or reduction,
 - 2) Determining current baseline pollutant loadings, as described in 1.5.1.2,
 - 3) Determining a current baseline of BMPs implemented to date,
 - 4) Estimating pollutant load reductions via desktop model or other appropriate method,
 - 5) Estimating pollutant load reductions from non-structural stormwater management practices, such as education and outreach, the District's plastic bag fee, etc.
 - 6) Estimating pollutant load reductions for pollutants without established performances from standard stormwater BMPs,
 - 7) Modeling and forecasting the scale, location, and impact of development and redevelopment activity in the District,
 - 8) Conducting public outreach and engagement throughout the project, and
 - 9) Monitoring and tracking progress toward TMDL Implementation Plan interim milestones and numeric benchmarks described in 1.5.1.3.2.a and adaptively manage.

- (c) A quality assurance project plan (QAPP) to ensure and document that the requirements, as described in Section B are performed.
- 1) The QAPP shall at a minimum include routine monitoring to identify performance deficiencies, follow-up to ensure successful resolution of deficiencies and procedures to address emergency requests.
 - 2) The QAPP shall delineate Contractor's capability to provide quality services and to monitor and measure the effectiveness of those services.
 - 3) The quality control and assurance plan must follow all U.S. Environmental Protection Agency guidelines and will be subject to the review and approval of the COTR.
 - 4) The QAPP shall also include practices that the contractor will implement to monitor and evaluate the delivery of all services. At a minimum, the practices shall include a review of the appropriateness, quality, and timeliness of the delivery of services.

Section 1.5.1.1.1 Draft TMDL Implementation Plan Methodology The Contractor shall develop and provide a Draft of the TMDL Implementation Plan Methodology document for review and comment of the DDOE.

Section 1.5.1.1.2 Final TMDL Implementation Plan Methodology The Contractor shall revise the Draft TMDL Implementation Plan Methodology document to incorporate comments and feedback from the District and the Technical Workgroup and develop a Final TMDL Implementation Plan Methodology document.

Section 1.5.1.2 Modeling The Contractor shall use the modeling approach described in the Consolidated TMDL Implementation Plan Methodology to estimate:

- (a) A baseline of current pollutant loadings; and
- (b) Pollutant load reductions achievable via various BMP implementation scenarios.

Section 1.5.1.2.1 The Contractor shall make estimates of Baseline pollutant loadings and potential changes in pollutant loadings including potential loading increases and reductions achievable from various implementation scenarios, via appropriate computer or desktop model as approved by the District.

Section 1.5.1.2.2 The model selected and described in the Consolidated TMDL Implementation Plan Methodology (1.5.1.1) shall take into account spatial distribution of land use, location of BMPs, installation dates of BMPs, maintenance status of BMPs, and treatment areas of BMPs, have GIS capability that does not require proprietary software, and GIS tools compatible with ESRI ArcGIS 9.3 and 10.1.

Section 1.5.1.2.3 The Contractor shall provide the District with a copy of the computer or desktop modeling software that is used for pollutant load reduction estimation, as well as a user manual and/or documentation of clear instructions of how to use the software. This manual and/or documentation should address, at a minimum creation of baseline loads, allocation of WLAs, input of BMP data, and input of water quality data.

Section 1.5.1.2.3.1 The Contractor shall supplement this manual and/or documentation with a minimum of 2 training sessions for DDOE staff that shall be using the software.

Section 1.5.1.2.3.2 The Contractor shall provide the District with a geodatabase with all supporting GIS data used for the project. GIS data should include metadata that meets EPA and Federal Geographic Data Committee (FGDC) standards.

Section 1.5.1.2.4 The Contractor shall develop a Baseline Analysis to model and estimate progress made to date toward meeting TMDL WLAs. This Baseline Analysis shall include, at minimum:

- (a) An evaluation of the development of established TMDLs and the District's water quality monitoring record to determine if TMDL WLAs have been achieved,
- (b) An analysis of BMPs that have been implemented since WLAs were first established,
- (c) An analysis of pollutant load reductions that have been achieved by those implemented BMPs,
- (d) An analysis of pollutant load increases that have occurred since WLAs were first established and
- (d) Adjusted pollutant loads reductions remaining that are necessary to achieve WLAs.

Section 1.5.1.2.4 Draft Baseline Analysis The Contractor shall develop and provide a Draft Baseline Analysis for review and comment by the DDOE.

Section 1.5.1.2.5 Final Baseline Analysis The Contractor shall revise the Draft Baseline Analysis to incorporate comments and feedback from the District and the Technical Workgroup and develop a Final Baseline Analysis.

Section 1.5.1.2.5.1 Modeled Implementation Scenarios Modeled implementation scenarios shall include, but not be limited to, expected projections of development and redevelopment activity, potential projects identified in District Watershed Implementation Plans, and projects known to be planned or implemented by District agencies.

Section 1.5.1.2.5.2 Modeling scenario results shall be delivered within eighteen (18) months of the Date of Award, and may involve multiple iterations based on feedback from the District and the Technical Workgroup as detailed in Section 1.5.3.1.

Section 1.5.1.2.5.3 The Contractor shall provide the District with a geodatabase with all supporting GIS data used for the project. GIS data should include metadata that meets EPA and Federal Geographic Data Committee (FGDC) standards.

Section 1.5.1.3 Consolidated TMDL Implementation Plan

Section 1.5.1.3.1 The Contractor shall develop a Consolidated TMDL Implementation Plan to comply with the requirements of the District's MS4 Permit and to address, at a minimum, the TMDLs referenced in Section 1.2 and any subsequent updates.

Section 1.5.1.3.2 The Consolidated TMDL Implementation Plan shall include, at a minimum:

- (a) A specified schedule for attainment of WLAs that includes final attainment dates and, where applicable, interim milestones and numeric benchmarks. Numeric benchmarks shall specify annual pollutant load reductions and the extent of control actions to achieve these numeric benchmarks. Interim milestones shall be included where final attainment of applicable WLAs requires more than five (5) years. Milestone intervals shall be as frequent as possible but shall in no case be greater than five (5) years.
- (b) Demonstration using modeling of how each applicable WLA shall be attained using the chosen controls, by the date for ultimate attainment.
- (c) An associated narrative providing an explanation for the schedules and controls included in the Plan.
- (d) A TMDL Tracking and Adaptive Management Framework, to include:
 - 1) A description of the data and information (including the necessary quality assurance/quality controls (QA/QC)) the District will track to evaluate progress toward TMDL WLAs;
 - 2) A description of water quality sampling and stream health monitoring the District shall use to verify reliability of tracking data; and
 - 3) A description of an adaptive management process that shall be triggered by lapses or delays in implementation as projected in the TMDL Implementation Plan. This adaptive management process shall include a reexamination of the TMDL Implementation Plan and its projections, and potential increases in level of implementation effort and/or investment.

Section 1.5.1.3.3 Draft Consolidated TMDL Implementation Plan The Contractor shall develop and provide a Draft Consolidated TMDL Implementation Plan for review and comment by the District no later than January 9, 2015.

Section 1.5.1.3.4 Final Draft Consolidated TMDL Implementation Plan The Contractor shall revise the Draft Consolidated TMDL Implementation Plan to incorporate comments and feedback from the District, the Technical Workgroup, and the public and develop a Final draft Consolidated TMDL Implementation Plan within twenty five (25) months of the Date of Award.

Section 1.5.2 Revised Monitoring Program

Section 1.5.2.1 The Contractor shall develop a Revised Monitoring Program, developing the following deliverables in the services of this objective:

- (a) Review of Monitoring Needs and Requirements (draft and final draft);
- (b) Review of Existing Monitoring Programs and Components (draft and final draft);
- (c) Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components (draft and final draft);
- (d) Revised Monitoring Framework (draft and final draft).

Section 1.5.2.2 Review of Monitoring Needs and Requirements The Contractor shall conduct a review of District monitoring needs and requirements, by interviewing District staff and reviewing relevant permits and regulations, to compile an overview of types of monitoring

required, including but not limited to monitoring for MS4 Permit compliance, TMDL WLA tracking, ambient water quality, other Clean Water Act requirements, and fisheries and living resources. The Contractor shall conduct up to five interviews with District staff that are knowledgeable of and have experience with District monitoring efforts. Staff to be interviewed will be identified by the COTR.

Section 1.5.2.2.1 Draft Review of Monitoring Needs and Requirements The Contractor shall develop a Draft Review of Monitoring Needs and Requirements for review and comment by the DDOE.

Section 1.5.2.2.2 Final Review of Monitoring Needs and Requirements The Contractor shall revise the Draft Review of Monitoring Needs and Requirements to incorporate comments and feedback from the District and to develop a Final Review of Monitoring Needs and Requirements.

Section 1.5.2.3 Review of Existing Monitoring Programs and Components

Section 1.5.2.3.1 The Contractor shall conduct a review of current District monitoring programs and components, and existing databases and processes (including design reviews), by interviewing District staff designated by the COTR (from DDOE's Watershed Protection Division, Water Quality Division, and Fisheries and Wildlife Division) and reviewing relevant permits and regulations, to compile an overview of the types of monitoring currently conducted by the District, including but not limited to monitoring for MS4 Permit compliance, ambient water quality, other Clean Water Act requirements, fisheries and living resources, and tracking of installed BMPs and associated pollutant load reductions.

Section 1.5.2.3.2 Draft Review of Existing Monitoring Programs and Components The Contractor shall develop a Draft Review of Existing Monitoring Programs and Components for review and comment by the DDOE.

Section 1.5.2.3.3 Final Review of Existing Monitoring Programs and Components The Contractor shall revise the Draft Review of Existing Monitoring Programs and Components to incorporate comments and feedback from the District and to develop a Final Review of Existing Monitoring Programs and Components.

Section 1.5.2.4 Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components

Section 1.5.2.4.1 The Contractor shall compare the deliverables required by Sections 1.5.2.2 and 1.5.2.3 to perform a gap analysis for MS4 Permit monitoring requirements, to identify areas where existing efforts overlap or where monitoring needs and requirements are unaddressed by current monitoring programs and components.

Section 1.5.2.4.2 Draft Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components The Contractor shall prepare a Draft Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components for review and comment by the DDOE.

Section 1.5.2.4.3 Final Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components The Contractor shall revise the Draft Crosswalk Comparison of

Monitoring Needs and Existing Monitoring Components to incorporate comments and feedback from the District and to develop a Final Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components.

Section 1.5.2.5 Revised Monitoring Framework

Section 1.5.2.5.1 The Contractor shall develop a Revised Monitoring Framework to comply with the requirements of Section 5.1.1 of the District's MS4 Permit, and to meet at a minimum the objectives below. A map summarizing sampling locations and types of monitoring conducted by Fisheries and Wildlife Division, as well as DDOE's water quality monitoring efforts is provided as Attachment J to the RFP:

- (a) Make wet weather loading estimates of *E. coli*, total nitrogen, total phosphorus, total suspended solids, cadmium, copper, lead, zinc, and trash from the MS4 to receiving waters. Number of samples, sampling frequencies and number of locations of sampling stations must be adequate to ensure data are statistically significant and interpretable.
- (b) Evaluate the health of the receiving waters, to include biological and physical indicators such as macroinvertebrates and geomorphologic factors. Number of samples, frequencies and locations must be adequate to ensure data are statistically significant and interpretable for long-term trend purposes (not variation among individual years or seasons).
- (c) Include any additional necessary monitoring (including water quality sampling and implementation tracking) for purposes of source identification and waste load allocation tracking. This strategy must align with the Consolidated TMDL Implementation Plan. For all pollutants listed in Section 1.5.2.5.1.a monitoring must be adequate to determine if relevant WLAs are being attained within specified timeframes in order to make modifications to relevant management programs, as necessary.
- (d) All chemical analyses shall be performed in accordance with analytical methods approved under 40 CFR Part 136. When there is not an approved analytical method, any suitable method as described in Section 5.7 of the District's MS4 Permit may be used, but a description of the method must be provided.

Section 1.5.2.5.2 Draft Revised Monitoring Framework The Contractor shall develop and provide a Draft Revised Monitoring Framework for review and comment by the DDOE.

Section 1.5.2.5.3 Final Revised Monitoring Framework The Contractor shall revise the Draft Revised Monitoring Framework to incorporate comments and feedback from the District and the public and to develop a Final Revised Monitoring Framework within twenty five (25) months of the Date of Award.

Section 1.5.3 TMDL and Monitoring Program Supporting Requirements

Section 1.5.3.1 Public Participation Process

Section 1.5.3.1.1 The Contractor shall assist the District in managing a Public Participation Process by staffing and operating a stakeholder Technical Workgroup to provide review and input on project progress and deliverables.

Section 1.5.3.1.2 The Contractor shall provide staff support for stakeholder Technical Workgroup meetings that shall occur at least monthly, with additional meetings as necessary at critical project milestones. The Contractor's staff support tasks shall include at a minimum the following:

- (a) Develop, maintain, and update a roster of Technical Workgroup participants;
- (b) Develop and utilize an e-mail list serve to ensure prompt and continuous communication with participants;
- (c) Maintain a roster and record of participant's attendance at each meeting;
- (d) Maintain documentation of participant suggestions;
- (e) Organize and schedule meetings including develop meeting agendas, develop and distribute meeting minutes, prepare meeting presentations, handouts, and other materials

Section 1.5.3.1.3 The Contractor shall assist the District in conducting a formal public notice and comment period for the Draft Consolidated TMDL Implementation Plan and Draft Revised Monitoring Framework.

Section 1.5.3.1.4 The Contractor shall prepare all necessary documents to solicit public comments, including but not limited to draft and final versions of a Public Notice for publication in the D. C. *Register*.

Section 1.5.3.1.5 The Contractor shall assist the District in compiling, reviewing, and as necessary, preparing responses to comments received during the public comment period for the District's review.

Section 1.5.3.1.6 The Contractor shall complete steps necessary to publish a Public Notice for soliciting comments no later than May 9, 2015.

Section 1.5.3.1.7 The Contractor shall complete all steps necessary to assist the District in compiling, reviewing, and preparing responses to comments received during the public comment period.

Section 1.5.3.2 Project Coordination

Section 1.5.3.2.1 The Contractor shall submit monthly project status and budget updates.

Section 1.5.3.2.2 The Contractor shall meet with District staff to review project status, as necessary

Section 1.6 Deliverables

The Contractor shall perform the activities required to successfully complete the District's requirements and submit three (3) hard copies and one (1) electronic copy of each deliverable identified below to the COTR. Unless identified as a specific calendar date, due dates indicated in the table below are guidelines. The Contractor shall develop and submit a deliverable schedule for the review and approval of the COTR. The Contractor shall ensure

that the deliverable schedule achieves the indicated specific calendar dates in a timely manner.

No.	Solicitation Reference	Deliverable Name	Due Date
1	1.5.1.1.1	Draft TMDL Implementation Plan Methodology	2 months after Date of Award
2	1.5.1.1.2	Final TMDL Implementation Plan Methodology	4 months after Date of Award
3	1.5.1.2.4	Draft Baseline Analysis	8 months after Date of Award
4	1.5.1.2.5	Final Baseline Analysis	10 months after Date of Award
5	1.5.1.2.6	Modeling Scenario Results	18 months after Date of Award
6	1.5.1.3.3	Draft Consolidated TMDL Implementation Plan	No later than January 9, 2015
7	1.5.1.3.4	Final Consolidated TMDL Implementation Plan	No later than April 9, 2015
8	1.5.2.1.1	Draft Review of Monitoring Needs and Requirements	4 months after Date of Award
9	1.5.2.1.2	Final Review of Monitoring Needs and Requirements	6 months after Date of Award
10	1.5.2.3.2	Draft Review of Existing District Monitoring Programs and Components	6 months after Date of Award
11	1.5.2.3.3	Final Review of Existing District Monitoring Programs and Components	8 months after Date of Award
12	1.5.2.4.2	Draft Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components	10 months after Date of Award
13	1.5.2.4.3	Final Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components	12 months after Date of Award
14	1.5.2.5.2	Draft Revised Monitoring Framework	15 months after Date of Award
15	1.5.2.5.3	Final Revised Monitoring Framework	25 months after Date of Award
17	1.5.3.1.6	Public Comment Solicitation Notice published in <i>DC Register</i>	No later than May 9, 2015
18	1.5.3.1.7	Public Comment Process / Response to Comments Complete	To Be Determined

SECTION 2 CONTRACT TYPE.

This is an indefinite delivery indefinite quantity contract with fixed unit prices as described in Exhibit E, Offer Letter and Unit Price Spreadsheet.

SECTION 3 CONTRACTOR'S COMPENSATION.

Section 3.1 The Contractor will be paid monthly for services provided and accepted in accordance with Task Orders issued. Task Orders will be issued utilizing the fixed unit prices described in Exhibit E, Offer Letter and Unit Price Spreadsheet.

Section 3.2 Subcontracted Work. The Contractor will be permitted to subcontract the work in order to meet LSDBE utilization goals, in accordance with Section 8 herein. However, for all work, the Contractor's compensation will be based on the rates established in **Exhibit B**, and thus, such rates must be sufficient to cover the cost of subcontracting in the event the Contractor plans to satisfy its contractual obligations through subcontracting.

Section 3.3 Not-to-Exceed Amount. The not to exceed amount of the base period of performance is \$

SECTION 4 CONTRACT TERM.

Section 4.1 Base Term. The base term of the contract shall be for a period of three (3) years from date of award.

Section 4.1.1 The Department'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 Department for the payment of any money shall not arise unless and until such appropriation shall have been provided.

Section 4.2 Option Year. The Department shall have the right to extend the term of this Agreement for two (2) terms of one (1) year; provided that the Department shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the Contract thirty (30) days prior to the expiration of the contract. The preliminary notice does not commit the Department to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Officer prior to the expiration of the Contract.

Section 4.3 Option Years Pricing. In the event the Department exercises its option to extend the Agreement to cover an option year, the rates applicable to such Option Year are set forth in Exhibit E, Offer Letter and Unit Price Spreadsheet .

SECTION 5 CHANGES.

Section 5.1 Changes Authorized. The Department may, without invalidating the contract, and without notice to or approval of any surety, order changes in the Work, including additions, deletions or modifications. Any such change must be conveyed by the Department to the Contractor via written Change Directive or Change Order.

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.

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.

Section 5.2 Executed Change Directive/Order Required. Changes to the Agreement may be made only by a written Change Directive or Change Order executed by the Department.

Section 5.3 Prompt Notice. In the event the Contractor encounters a situation which the Contractor believes to be a change to this Agreement, the Contractor shall provide the Department with prompt written notice of such event and the possible impact such event could have on cost and schedule. All such notices shall be given promptly, considering the then applicable situations, but in no event more than ten (10) calendar days after encountering the situation. The Contractor acknowledges that the failure to provide such notice in a timely manner could limit or eliminate the Department's ability to mitigate such events, and thus, the Contractor shall not be entitled to an adjustment in the event it fails to provide prompt notice. The Contractor shall include provisions similar to this provision in all of its subcontracts.

Section 5.4 Executed Change Orders Final. The Contractor agrees that any Change Order executed by the Department and the Contractor constitutes its full and final adjustment for all costs, delays, disruptions, inefficiencies, cumulative impact, accelerations, schedule impacts, or other consequences arising from the change in question, whether a Change Directive, or a Change Event, or from any claimed cumulative effect of changes made to the date of the Change Order, and that no further adjustments in compensation or time shall be sought or made with respect to the Change Directive or the Change Event giving rise to the Change Order.

Section 5.5 Failure to Agree. If the Contractor claims entitlement to a change in the Agreement, and the Department does not agree that any action or event has occurred to justify any change in time or compensation, or if the parties fail to agree upon the appropriate amount of the adjustment in time or compensation, the Department will unilaterally make such changes, if any, to the Agreement, as it determines are appropriate pursuant to the terms of this Agreement. The Contractor shall proceed with the Work and the Department's directives, without interruption or delay, and may make a claim of this Agreement. Failure to proceed due to a dispute over a change request shall constitute a material breach of the Agreement and entitle the Department to all available remedies for such breach, including, without limitation, termination for default.

Section 5.6 Contracting Officer (CO). Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Brian Hanlon
Chief Contracting Officer
D.C. Department of General Services
2000 14th Street, NW, 8th Floor

Section 5.7 Contracting Officer's Technical Representative (COTR). The contact information of the COTR is:

Jonathan Champion
Branch Chief - Planning and Reporting
Stormwater Management Division
District Department of the Environment
1200 First St. NE, 5th Floor
Washington, DC 20002
Phone: (202) 535-1722
Email: jonathan.champion@dc.gov

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. The COTR has the responsibility 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. These include:

- (a) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- (b) Coordinating site entry for Contractor personnel, if applicable;
- (c) Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- (d) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- (e) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.

SECTION 6 PAYMENTS.

Section 6.1 Invoicing. The Contractor shall bill the Office on a monthly basis. Each such invoice shall itemize all of the work performed and all of the daily parking revenue collected during the preceding month and provide comprehensive collection and accounting services related to the parking fees and parking operations.

Section 6.2 Right to Withhold Payments. The Office will notify the Contractor within fifteen (15) calendar days after receiving any invoice for payment, of any defect in the invoice or the work which may result in the Office's declining to pay all or a part of the invoiced amount. The Office may withhold payment from the Contractor, in whole or part, as appropriate, if:

- (a) The work is defective and such defects have not been remedied; or
- (b) The Department has determined that the Contractor's progress has fallen behind the Project Schedule, and the Contractor fails, within ten calendar days of the Office's written demand, to provide the Office with a realistic and acceptable plan to recover the delays; or
- (c) The Contractor has failed to pay subcontractors promptly or has made false or inaccurate certifications that payments to Subcontractors or Suppliers are due or have been made; or
- (d) The Contractor is otherwise in substantial breach of the Contract (including, without limitation, failures to comply with the Economic Inclusion Requirements in Section 8 of this Contract).

SECTION 7 SUBCONTRACTS.

The Contractor shall perform the work with its own forces. In the event that the Contractor desires to engage one or more subcontractors to assist with the work, it shall advise the Department and obtain the Department's written approval of any such subcontractor. All subcontractors shall be required to comply with the insurance requirements set forth herein. In addition, the Contractor shall be responsible for all work performed by the subcontractors and shall assume the risk of the subcontractors' non-performance.

SECTION 8 ECONOMIC INCLUSION.

Section 8.1 Certified Business Enterprises

Section 8.1.1 If required by law, the Contractor shall subcontract at least 35% of the dollar volume to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirements unless such materials, goods and supplies are purchased from the certified small business enterprises.

Section 8.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of Section 8.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

Section 8.1.3 The Contractor if certified as a small, local or disadvantage business enterprise shall not be required to comply with the provisions of Sections 8.1.1 and 8.1.2.

Section 8.2 First Source Agreement

Section 8.2.1 Upon execution of the Contract, The Contractor shall enter into a First Source Employment Agreement (Exhibit D) with the Department of Employment Services. The agreement shall include a list of the Contractor's and subcontractors current employees that will be assigned to the Contract, the date they were hired and whether or not they live in the District of Columbia.

Section 8.2.2 The Contractor and its constituent entities shall comply with subchapter III of Chapter 11 Title 1, and subchapter II of Chapter 11 of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms and Subcontractors shall execute a First Source Agreement with the District of Columbia Department of Employment Services ("DOES") prior to beginning Work at the Project site.

Section 8.2.3 The Contractor shall maintain detailed records relating to the general hiring of District of Columbia and community residents. At least fifty-one percent (51%) of the Contractor's Team and every subcontractor's employees hired after the Contractor enters into this contract with the Department, or after such subcontractor enters into a contract with the Contractor, to work on this project, shall be residents of the District of Columbia.

Section 8.2.4 The Contractor shall be responsible for: (i) including the provisions of this Section 8.2 in all subcontracts; (ii) collecting the information required in this Section 8.2 from its Subcontractors; and (iii) providing the information collected from its Subcontractors in any reports required to be submitted by the Contractor pursuant to this Section 8.2.

SECTION 9 INSURANCE

Section 9.1 Required Insurance. The Contractor will be required to maintain the following types of insurance throughout the life of the contract.

- (a) Commercial general public liability insurance ("Liability Insurance") against liability for bodily injury and death and property damage, such Liability Insurance written on an occurrence basis to be in an amount not less than Two Million Dollars (\$2,000,000.00) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000.00) from the aggregate of all occurrences within each policy year. The policies shall contain blanket contractual coverage (including coverage for the indemnity clauses to be provided under the Agreement) and completed operations coverage (for 3 years beyond completion of the Work).
- (b) Workers' compensation providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- (c) Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000.00) for each occurrence for bodily injury and property damage.
- (d) Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of One Million Dollars (\$1,000,000) for each occurrence for each wrongful act and One Million Dollars (\$1,000,000) from the annual aggregate.

Section 9.2 Additional Insured. Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured the Department and the District of Columbia

and shall not be cancelable or reduced without thirty (30) calendar days' prior written notice to the Department.

Section 9.3 Waiver of Subrogation. All such insurance shall contain a waiver of subrogation against the Department and its respective agents.

Section 9.4 Strength of Insurer. All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then-current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed/approved to do business in the District of Columbia.

SECTION 10 MISCELLANEOUS PROVISIONS.

Section 10.1 Governing Law This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

Section 10.2 Standard Contract Provisions The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 ("SCP") are incorporated as part of the contract as Exhibit B.

Section 10.3 Service Contract Act Provision The Contractor agrees that the work performed under this Agreement shall be subject to the Service Contract Act and the Living Wage Act. The wage rates applicable to this Project are attached as Exhibit C.

Section 10.4 Living Wage Act The Contractor agrees that the work performed under this Agreement shall be subject to the District of Columbia Living Wage Act Exhibit D.

Section 10.5 False Claims Act The Contractor shall be governed by all laws and regulations prohibiting false or fraudulent statements and claims made to the government, including the prescriptions set forth in D.C. Code § 2-308.14.

Section 10.6 Americans With Disabilities Act Of 1990 (ADA) During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

Section 10.7 Anti-Deficiency Act. The Department's obligations and responsibilities under the terms of the Agreement are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§1341, 1342, 1349, 1350, 1351, (ii) the D.C. Code 47-105, (iii) the District of Columbia Anti-Deficiency Act, D.C. Code §§ 47-355.01 - 355.08, as the foregoing statutes may be amended from time to time, and (iv) Section 446 of the District of Columbia Home Rule Act. The Agreement shall not constitute an indebtedness of the Department, nor shall it constitute an obligation for which the Department is obligated to levy or pledge any form of taxation, or for which the Department has levied or pledged any form of taxation. **IN ACCORDANCE WITH § 446 OF THE HOME RULE ACT, D.C. CODE § 1-204.46, NO DISTRICT OF COLUMBIA OFFICIAL IS AUTHORIZED TO OBLIGATE OR EXPEND ANY AMOUNT UNDER THE AGREEMENT UNLESS SUCH AMOUNT HAS BEEN APPROVED, IS LAWFULLY AVAILABLE AND APPROPRIATED BY ACT OF CONGRESS.**

Section 10.8 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.

Section 10.9 Retention of Records: Inspections and Audits. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under the Agreement in accordance with generally accepted professional practice and appropriate accounting procedures and practices consistently applied in effect on the date of execution of the Contract.

The Contractor shall also maintain the financial information and data used in the preparation and support of the costing and cost summary submitted to the Department and the required cost submissions in effect on the date of execution of the Department.

The Department, the District of Columbia government, the Comptroller General of the United States, the U.S. Department of Labor and any of their authorized representatives shall have access to the books, records, documents and other evidence held, owned or maintained by the Contractor for the purpose of inspection, audit and copying during normal business hours and upon advance written notice to the Contractor. The Contractor shall provide proper facilities for such access and inspection.

The Contractor agrees to include the wording of this Section in all its subcontracts in excess of Five Thousand Dollars (\$5,000.00) that directly relate to Project performance.

Audits conducted pursuant to this Section will be in accordance with generally accepted auditing standards with the results prepared in accordance with generally accepted accounting principles and established procedures and guidelines of the applicable reviewing or audit agency.

The Contractor agrees to the disclosure of all information and reports, resulting from access to records, to any authorized representative of the Department. Where the audit concerns the Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

The Contractor shall preserve all records described herein from the effective date of the Agreement through completion and for a period of seven (7) years after a final settlement. In

addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until seven (7) years after the date of resolution of such dispute, appeal, litigation, claim or exception.

Section 10.10 Gratuities and Officers Not to Benefit Provisions.

Section 10.10.1 If it is found, after notice and hearing, by the Department that gratuities (in the form of entertainment, gifts, payment, offers of employment or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Department or the District with a view toward securing the Agreement or any other contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of the Contract, the Department may, by written notice to the Contractor, terminate the right of the Contractor to proceed under the Agreement and may pursue such other rights and remedies provided by law and under the Agreement.

Section 10.10.2 In the event the Agreement is terminated as provided in the Standard Contract Provisions (Exhibit B), the Department shall be entitled:

- (a) To pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Agreement by the Contractor; and
- (b) As a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Department which shall be not less than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.
- (c) No member of, nor delegate to Congress, Mayor or City Council Member, nor officer nor employee of the District, nor officer nor employee of the Department shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom, and all agreements entered into by the Contracting Officer of the Department in which he or any officer or employee of the Department shall be personally interested as well as all agreements made by the Department in which the Mayor or City Council Member or officer or employee of the District shall be personally interested shall be void and no payments shall be made on any such contracts by the Department or by any officer thereof; but this provision shall not be construed or extend to the agreement if the share of or benefit to the member of, or delegate to Congress, Mayor or City Council Member, or officer or employee of the District is de minimis.

Section 10.11 Ethical Standards For Office's Employees And Former Employees. The Department expects the Contractor to observe the highest ethical standards and to comply with all applicable law, rules, and regulations governing ethical conduct or conflicts of interest. Neither the Contractor, nor any person associated with the Contractor, shall provide (or seek reimbursement for) any gift, gratuity, favor, entertainment, loan or other thing of value to any employee of the District or the Department not in conformity with applicable law, rules or regulations. The Contractor shall not engage the services of any person or persons in the employment of the Department or the District for any Work required, contemplated or performed

under the Contract. The Contractor may not assign to any former Department or District employee or agent who has joined the Contractor's firm any matter on which the former employee, while in the employ of the Department, had material or substantial involvement in the matter. The Contractor may request a waiver to permit the assignment of such matters to former Department personnel on a case-by-case basis. The Contractor shall include in every subcontract a provision substantially similar to this section so that such provisions shall be binding upon each Subcontractor or vendor.

Section 10.12 Publicity The Contractor shall at all times obtain the prior written approval from the Contracting Officer before the Contractor, 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.

Section 10.13 Severability In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and in lieu of each such invalid, illegal or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable; each part of this Agreement is intended to be severable.

SECTION 11 ORDER OF PRECEDENCE

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

An applicable Court Order, if any
Contract document
Contract Exhibits in the order they appear

SECTION 12 EXHIBITS

Exhibit A	Offer Letter and Unit Price Spreadsheet
Exhibit B	Standard Contract Provisions
Exhibit C	US Department of Labor Wage Determination
Exhibit D	Living Wage Act
Exhibit E	First Source Employment Agreement
Exhibit F	Applicable Documents
Exhibit G	Definitions
Exhibit H	Contractor's Best and Final Offer, if any
Exhibit I	Contractor's Technical Proposal dated insert date

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized representative.

DEPARTMENT OF GENERAL SERVICES

By: _____
Name: Brian Hanlon
Title: Director
Date: _____

INSERT CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, each of the parties to this Agreement has caused this Agreement to be signed by its duly authorized representative.

DEPARTMENT OF GENERAL SERVICES

By: _____
Name: Brian Hanlon
Title: Director
Date: _____

(XXXXXXXXXXXXXX)

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Offer Letter and Unit Price Spreadsheet

Attachment A
Offer Letter and Unit Rate Price Sheet

Date

District of Columbia Department of General Services
2000 14th Street, NW, 8th Floor
Washington, DC 20009

Att'n: Mr. Brian J. Hanlon
Director

Reference: Request for Proposals (RFP) DCAM-12-NC-0112 Consolidated Total Maximum
Daily Load (TMDL) Implementation Plan and Monitoring Program

Dear Mr. Hanlon:

On behalf of *Insert Offeror's Legal Name* (the "Offeror"), I am pleased to submit this bid in response to the Department of General Services' (the "Department" or "DGS") Request for Proposals to provide a Consolidated Total Maximum Daily Load (TMDL) Implementation Plan and Monitoring Program for the District's Department of the Environment. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its bid in response to the RFP. The Offeror's submission and the Fixed Unit Prices are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Unit Rate Prices are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Fixed Unit Prices are: \$ (see attached spreadsheet)

The Offeror acknowledges and understands that the Fixed Unit Prices are firm, fixed prices and intended to be Offeror's sole compensation for the goods required.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its bid open for a period of at least one hundred twenty (120) days after the date of the bid.
2. Assuming the Offeror is selected by the Department and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Department on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror hereby represents and warrants that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. There are no requested changes to the Form of Contract:

6. The Offeror hereby certifies that neither it nor any of its subcontractors have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of (Insert Offeror)

Sincerely,

By: _____

Name: _____

Its: _____

Attachment A –Unit Rate Price Sheet (Revised)

Base Period Year 1, Year 2, and Year 3

CLIN	Description	Price per Unit	Quantity (Minimum)	Minimum Total Price	Quantity (Maximum)	Maximum Total Price
001	Project Manager	\$___/ Per Hour	1,115	\$_____	1,859	\$_____
002	Water Quality Model expert (senior)	\$___/ Per Hour	1,419	\$_____	2,365	\$_____
003	Water Quality Model expert (mid level)	\$___/ Per Hour	825	\$_____	1,375	\$_____
004	Water Quality Model expert (junior)	\$___/ Per Hour	818	\$_____	1,364	\$_____
005	Environmental Scientist (senior)	\$___/ Per Hour	1,696	\$_____	2,827	\$_____
006	Environmental Scientist (mid level)	\$___/ Per Hour	977	\$_____	1,628	\$_____
007	Environmental Scientist (junior)	\$___/ Per Hour	1,049	\$_____	1,749	\$_____
008	Environmental Engineer (senior)	\$___/ Per Hour	1,630	\$_____	2,717	\$_____
009	Environmental Engineer (mid level)	\$___/ Per Hour	911	\$_____	1,518	\$_____
010	Environmental Engineer (junior)	\$___/ Per Hour	983	\$_____	1,639	\$_____
011	Biologist (senior)	\$___/ Per Hour	462	\$_____	770	\$_____
012	Biologist (mid level)	\$___/ Per Hour	323	\$_____	539	\$_____
013	Biologist (junior)	\$___/ Per Hour	370	\$_____	616	\$_____
014	GIS Analyst	\$___/ Per Hour	1,815	\$_____	3,025	\$_____

DCAM-13-NC-0112
 Addendum A03 Exhibit 2

015	Public Outreach Specialist (senior)	\$_____/ Per Hour	403	\$_____	671	\$_____
016	Public Outreach Specialist (junior)	\$_____/ Per Hour	403	\$_____	671	\$_____
017	Staff Assistant	\$_____/ Per Hour	541	\$_____	902	\$_____
Base Period Year 1, Year 2, and Year 3 Totals				\$_____		\$_____

Option Year One

CLIN	Description	Price per Unit	Quantity (Minimum)	Minimum Total Price	Quantity (Maximum)	Maximum Total Price
101	Project Manager	\$____/ Per Hour	223	\$_____	372	\$_____
102	Water Quality Model expert (senior)	\$____/ Per Hour	284	\$_____	473	\$_____
103	Water Quality Model expert (mid level)	\$____/ Per Hour	165	\$_____	275	\$_____
104	Water Quality Model expert (junior)	\$____/ Per Hour	164	\$_____	273	\$_____
105	Environmental Scientist (senior)	\$____/ Per Hour	339	\$_____	565	\$_____
106	Environmental Scientist (mid level)	\$____/ Per Hour	195	\$_____	326	\$_____
107	Environmental Scientist (junior)	\$____/ Per Hour	210	\$_____	350	\$_____
108	Environmental Engineer (senior)	\$____/ Per Hour	326	\$_____	543	\$_____
109	Environmental Engineer (mid level)	\$____/ Per Hour	182	\$_____	304	\$_____
110	Environmental Engineer (junior)	\$____/ Per Hour	197	\$_____	328	\$_____
111	Biologist (senior)	\$____/ Per Hour	92	\$_____	154	\$_____
112	Biologist (mid level)	\$____/ Per Hour	65	\$_____	108	\$_____
113	Biologist (junior)	\$____/ Per Hour	74	\$_____	123	\$_____
114	GIS Analyst	\$____/ Per Hour	363	\$_____	605	\$_____

DCAM-13-NC-0112
 Addendum A03 Exhibit 2

115	Public Outreach Specialist (senior)	\$_____/ Per Hour	81	\$_____	134	\$_____
116	Public Outreach Specialist (junior)	\$_____/ Per Hour	81	\$_____	134	\$_____
117	Staff Assistant	\$_____/ Per Hour	108	\$_____	180	\$_____
Option Year One Totals				\$_____		\$_____

Option Year Two

CLIN	Description	Price per Unit	Quantity (Minimum)	Minimum Total Price	Quantity (Maximum)	Maximum Total Price
201	Project Manager	\$___/ Per Hour	223	\$_____	372	\$_____
202	Water Quality Model expert (senior)	\$___/ Per Hour	284	\$_____	473	\$_____
203	Water Quality Model expert (mid level)	\$___/ Per Hour	165	\$_____	275	\$_____
204	Water Quality Model expert (junior)	\$___/ Per Hour	164	\$_____	273	\$_____
205	Environmental Scientist (senior)	\$___/ Per Hour	339	\$_____	565	\$_____
206	Environmental Scientist (mid level)	\$___/ Per Hour	195	\$_____	326	\$_____
207	Environmental Scientist (junior)	\$___/ Per Hour	210	\$_____	350	\$_____
208	Environmental Engineer (senior)	\$___/ Per Hour	326	\$_____	543	\$_____
209	Environmental Engineer (mid level)	\$___/ Per Hour	182	\$_____	304	\$_____
210	Environmental Engineer (junior)	\$___/ Per Hour	197	\$_____	328	\$_____
211	Biologist (senior)	\$___/ Per Hour	92	\$_____	154	\$_____
212	Biologist (mid level)	\$___/ Per Hour	65	\$_____	108	\$_____
213	Biologist (junior)	\$___/ Per Hour	74	\$_____	123	\$_____
214	GIS Analyst	\$___/ Per Hour	363	\$_____	605	\$_____

DCAM-13-NC-0112
 Addendum A03 Exhibit 2

215	Public Outreach Specialist (senior)	\$ ___ / Per Hour	81	\$ _____	134	\$ _____
216	Public Outreach Specialist (junior)	\$ ___ / Per Hour	81	\$ _____	134	\$ _____
217	Staff Assistant	\$ ___ / Per Hour	108	\$ _____	180	\$ _____
Option Year Two Totals				\$ _____		\$ _____

Exhibit B
Standard Contract Provisions

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 4th STREET, NW
WASHINGTON, DC 20001**

**STANDARD CONTRACT PROVISIONS
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March (2007)

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

March (2007)

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.

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- (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.

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- (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.

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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."

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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

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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.

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- (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.

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- (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.

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- (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

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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

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- (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

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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.

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(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.

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“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

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- (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

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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

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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

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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)

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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.

Exhibit C
US Department of Labor Wage Determination

WD 05-2103 (Rev.-12) was first posted on www.wdol.gov on 06/19/2012

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

2103
Diane C. Koplewski Division of
Director Wage Determinations
06/13/2012

Wage Determination No.: 2005-

Revision No.: 12
Date Of Revision:

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE
RATE	
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	
15.08	
01012 - Accounting Clerk II	
16.92	
01013 - Accounting Clerk III	
22.30	
01020 - Administrative Assistant	
31.41	
01040 - Court Reporter	
21.84	
01051 - Data Entry Operator I	
14.38	
01052 - Data Entry Operator II	
15.69	
01060 - Dispatcher, Motor Vehicle	
17.87	
01070 - Document Preparation Clerk	
14.21	
01090 - Duplicating Machine Operator	
14.21	
01111 - General Clerk I	
14.88	

01112 - General Clerk II
16.24
01113 - General Clerk III
18.74
01120 - Housing Referral Assistant
25.29
01141 - Messenger Courier
13.62
01191 - Order Clerk I
15.12
01192 - Order Clerk II
16.50
01261 - Personnel Assistant (Employment) I
18.15
01262 - Personnel Assistant (Employment) II
20.32
01263 - Personnel Assistant (Employment) III
22.65
01270 - Production Control Clerk
22.03
01280 - Receptionist
14.43
01290 - Rental Clerk
16.55
01300 - Scheduler, Maintenance
18.07
01311 - Secretary I
18.07
01312 - Secretary II
20.18
01313 - Secretary III
25.29
01320 - Service Order Dispatcher
16.98
01410 - Supply Technician
28.55
01420 - Survey Worker
20.03
01531 - Travel Clerk I
13.29
01532 - Travel Clerk II
14.36
01533 - Travel Clerk III
15.49
01611 - Word Processor I
15.63
01612 - Word Processor II
17.67
01613 - Word Processor III
19.95
05000 - Automotive Service Occupations
05005 - Automobile Body Repairer, Fiberglass
25.26

05010 - Automotive Electrician
23.51
05040 - Automotive Glass Installer
22.15
05070 - Automotive Worker
22.15
05110 - Mobile Equipment Servicer
19.04
05130 - Motor Equipment Metal Mechanic
24.78
05160 - Motor Equipment Metal Worker
22.15
05190 - Motor Vehicle Mechanic
24.78
05220 - Motor Vehicle Mechanic Helper
18.49
05250 - Motor Vehicle Upholstery Worker
21.63
05280 - Motor Vehicle Wrecker
22.15
05310 - Painter, Automotive
23.51
05340 - Radiator Repair Specialist
22.15
05370 - Tire Repairer
14.44
05400 - Transmission Repair Specialist
24.78
07000 - Food Preparation And Service Occupations
07010 - Baker
13.85
07041 - Cook I
12.55
07042 - Cook II
14.60
07070 - Dishwasher
10.11
07130 - Food Service Worker
10.66
07210 - Meat Cutter
18.08
07260 - Waiter/Waitress
9.70
09000 - Furniture Maintenance And Repair Occupations
09010 - Electrostatic Spray Painter
19.86
09040 - Furniture Handler
14.06
09080 - Furniture Refinisher
20.23
09090 - Furniture Refinisher Helper
15.52
09110 - Furniture Repairer, Minor
17.94

09130 - Upholsterer
19.86
11000 - General Services And Support Occupations
11030 - Cleaner, Vehicles
10.54
11060 - Elevator Operator
10.54
11090 - Gardener
17.52
11122 - Housekeeping Aide
11.83
11150 - Janitor
11.83
11210 - Laborer, Grounds Maintenance
13.07
11240 - Maid or Houseman
11.26
11260 - Pruner
11.58
11270 - Tractor Operator
16.04
11330 - Trail Maintenance Worker
13.07
11360 - Window Cleaner
12.85
12000 - Health Occupations
12010 - Ambulance Driver
20.41
12011 - Breath Alcohol Technician
20.27
12012 - Certified Occupational Therapist Assistant
23.11
12015 - Certified Physical Therapist Assistant
21.43
12020 - Dental Assistant
17.18
12025 - Dental Hygienist
44.75
12030 - EKG Technician
27.67
12035 - Electroneurodiagnostic Technologist
27.67
12040 - Emergency Medical Technician
20.41
12071 - Licensed Practical Nurse I
19.07
12072 - Licensed Practical Nurse II
21.35
12073 - Licensed Practical Nurse III
24.13
12100 - Medical Assistant
15.01
12130 - Medical Laboratory Technician
18.04

12160 - Medical Record Clerk
17.42
12190 - Medical Record Technician
19.50
12195 - Medical Transcriptionist
18.77
12210 - Nuclear Medicine Technologist
37.60
12221 - Nursing Assistant I
10.80
12222 - Nursing Assistant II
12.14
12223 - Nursing Assistant III
13.98
12224 - Nursing Assistant IV
15.69
12235 - Optical Dispenser
20.17
12236 - Optical Technician
15.80
12250 - Pharmacy Technician
18.12
12280 - Phlebotomist
15.69
12305 - Radiologic Technologist
31.11
12311 - Registered Nurse I
27.64
12312 - Registered Nurse II
33.44
12313 - Registered Nurse II, Specialist
33.44
12314 - Registered Nurse III
40.13
12315 - Registered Nurse III, Anesthetist
40.13
12316 - Registered Nurse IV
48.10
12317 - Scheduler (Drug and Alcohol Testing)
21.73
13000 - Information And Arts Occupations
13011 - Exhibits Specialist I
19.86
13012 - Exhibits Specialist II
24.61
13013 - Exhibits Specialist III
30.09
13041 - Illustrator I
20.48
13042 - Illustrator II
25.38
13043 - Illustrator III
31.03

13047 - Librarian
 33.88
 13050 - Library Aide/Clerk
 14.21
 13054 - Library Information Technology Systems
 30.60
 Administrator
 13058 - Library Technician
 19.89
 13061 - Media Specialist I
 18.73
 13062 - Media Specialist II
 20.95
 13063 - Media Specialist III
 23.36
 13071 - Photographer I
 16.65
 13072 - Photographer II
 18.90
 13073 - Photographer III
 23.67
 13074 - Photographer IV
 28.65
 13075 - Photographer V
 33.76
 13110 - Video Teleconference Technician
 20.39
 14000 - Information Technology Occupations
 14041 - Computer Operator I
 18.92
 14042 - Computer Operator II
 21.18
 14043 - Computer Operator III
 23.60
 14044 - Computer Operator IV
 26.22
 14045 - Computer Operator V
 29.05
 14071 - Computer Programmer I (see 1)
 26.36
 14072 - Computer Programmer II (see 1)
 14073 - Computer Programmer III (see 1)
 14074 - Computer Programmer IV (see 1)
 14101 - Computer Systems Analyst I (see 1)
 14102 - Computer Systems Analyst II (see 1)
 14103 - Computer Systems Analyst III (see 1)
 14150 - Peripheral Equipment Operator
 18.92
 14160 - Personal Computer Support Technician
 26.22
 15000 - Instructional Occupations
 15010 - Aircrew Training Devices Instructor (Non-Rated)
 36.47

15020 - Aircrew Training Devices Instructor (Rated)
44.06
15030 - Air Crew Training Devices Instructor (Pilot)
52.81
15050 - Computer Based Training Specialist / Instructor
36.47
15060 - Educational Technologist
35.31
15070 - Flight Instructor (Pilot)
52.81
15080 - Graphic Artist
26.80
15090 - Technical Instructor
25.08
15095 - Technical Instructor/Course Developer
30.67
15110 - Test Proctor
20.20
15120 - Tutor
20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler
9.88
16030 - Counter Attendant
9.88
16040 - Dry Cleaner
12.94
16070 - Finisher, Flatwork, Machine
9.88
16090 - Presser, Hand
9.88
16110 - Presser, Machine, Drycleaning
9.88
16130 - Presser, Machine, Shirts
9.88
16160 - Presser, Machine, Wearing Apparel, Laundry
9.88
16190 - Sewing Machine Operator
13.78
16220 - Tailor
14.66
16250 - Washer, Machine
10.88
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room)
21.14
19040 - Tool And Die Maker
23.38
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator
18.02
21030 - Material Coordinator
22.03

21040 - Material Expediter
22.03
21050 - Material Handling Laborer
13.83
21071 - Order Filler
15.09
21080 - Production Line Worker (Food Processing)
18.02
21110 - Shipping Packer
15.09
21130 - Shipping/Receiving Clerk
15.09
21140 - Store Worker I
11.72
21150 - Stock Clerk
16.86
21210 - Tools And Parts Attendant
18.02
21410 - Warehouse Specialist
18.02
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder
27.21
23021 - Aircraft Mechanic I
25.83
23022 - Aircraft Mechanic II
27.21
23023 - Aircraft Mechanic III
28.53
23040 - Aircraft Mechanic Helper
17.54
23050 - Aircraft, Painter
24.73
23060 - Aircraft Servicer
19.76
23080 - Aircraft Worker
21.01
23110 - Appliance Mechanic
21.75
23120 - Bicycle Repairer
14.43
23125 - Cable Splicer
26.02
23130 - Carpenter, Maintenance
21.40
23140 - Carpet Layer
20.49
23160 - Electrician, Maintenance
27.98
23181 - Electronics Technician Maintenance I
24.94
23182 - Electronics Technician Maintenance II
26.47

23183 - Electronics Technician Maintenance III
27.89
23260 - Fabric Worker
19.13
23290 - Fire Alarm System Mechanic
22.91
23310 - Fire Extinguisher Repairer
17.62
23311 - Fuel Distribution System Mechanic
22.81
23312 - Fuel Distribution System Operator
19.38
23370 - General Maintenance Worker
21.43
23380 - Ground Support Equipment Mechanic
25.83
23381 - Ground Support Equipment Servicer
19.76
23382 - Ground Support Equipment Worker
21.01
23391 - Gunsmith I
17.62
23392 - Gunsmith II
20.49
23393 - Gunsmith III
22.91
23410 - Heating, Ventilation And Air-Conditioning
23.89
Mechanic
23411 - Heating, Ventilation And Air Contditioning
25.17
Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
22.91
23440 - Heavy Equipment Operator
22.91
23460 - Instrument Mechanic
22.59
23465 - Laboratory/Shelter Mechanic
21.75
23470 - Laborer
14.98
23510 - Locksmith
21.90
23530 - Machinery Maintenance Mechanic
23.12
23550 - Machinist, Maintenance
22.91
23580 - Maintenance Trades Helper
18.27
23591 - Metrology Technician I
22.59
23592 - Metrology Technician II
23.80

23593 - Metrology Technician III
24.96
23640 - Millwright
28.19
23710 - Office Appliance Repairer
22.96
23760 - Painter, Maintenance
21.75
23790 - Pipefitter, Maintenance
24.63
23810 - Plumber, Maintenance
22.29
23820 - Pneudraulic Systems Mechanic
22.91
23850 - Rigger
22.91
23870 - Scale Mechanic
20.49
23890 - Sheet-Metal Worker, Maintenance
22.91
23910 - Small Engine Mechanic
20.49
23931 - Telecommunications Mechanic I
29.95
23932 - Telecommunications Mechanic II
31.55
23950 - Telephone Lineman
27.41
23960 - Welder, Combination, Maintenance
22.91
23965 - Well Driller
22.91
23970 - Woodcraft Worker
22.91
23980 - Woodworker
17.62
24000 - Personal Needs Occupations
24570 - Child Care Attendant
12.79
24580 - Child Care Center Clerk
17.77
24610 - Chore Aide
10.57
24620 - Family Readiness And Support Services
16.90
Coordinator
24630 - Homemaker
18.43
25000 - Plant And System Operations Occupations
25010 - Boiler Tender
27.30
25040 - Sewage Plant Operator
20.84

25070 - Stationary Engineer
27.30
25190 - Ventilation Equipment Tender
19.49
25210 - Water Treatment Plant Operator
20.84
27000 - Protective Service Occupations
27004 - Alarm Monitor
20.57
27007 - Baggage Inspector
12.71
27008 - Corrections Officer
22.80
27010 - Court Security Officer
24.72
27030 - Detection Dog Handler
20.57
27040 - Detention Officer
22.80
27070 - Firefighter
24.63
27101 - Guard I
12.71
27102 - Guard II
20.57
27131 - Police Officer I
26.52
27132 - Police Officer II
29.67
28000 - Recreation Occupations
28041 - Carnival Equipment Operator
13.59
28042 - Carnival Equipment Repairer
14.63
28043 - Carnival Equipment Worker
9.24
28210 - Gate Attendant/Gate Tender
13.01
28310 - Lifeguard
11.59
28350 - Park Attendant (Aide)
14.56
28510 - Recreation Aide/Health Facility Attendant
10.62
28515 - Recreation Specialist
18.04
28630 - Sports Official
11.59
28690 - Swimming Pool Operator
18.21
29000 - Stevedoring/Longshoremen Occupational Services
29010 - Blocker And Bracer
23.13

29020 - Hatch Tender
23.13
29030 - Line Handler
23.13
29041 - Stevedore I
21.31
29042 - Stevedore II
24.24
30000 - Technical Occupations
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)
39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)
26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)
29.56
30021 - Archeological Technician I
20.19
30022 - Archeological Technician II
22.60
30023 - Archeological Technician III
27.98
30030 - Cartographic Technician
27.98
30040 - Civil Engineering Technician
26.41
30061 - Drafter/CAD Operator I
20.19
30062 - Drafter/CAD Operator II
22.60
30063 - Drafter/CAD Operator III
25.19
30064 - Drafter/CAD Operator IV
31.00
30081 - Engineering Technician I
22.92
30082 - Engineering Technician II
25.72
30083 - Engineering Technician III
28.79
30084 - Engineering Technician IV
35.64
30085 - Engineering Technician V
43.61
30086 - Engineering Technician VI
52.76
30090 - Environmental Technician
27.41
30210 - Laboratory Technician
23.38
30240 - Mathematical Technician
28.94
30361 - Paralegal/Legal Assistant I
21.36

30362 - Paralegal/Legal Assistant II
26.47
30363 - Paralegal/Legal Assistant III
32.36
30364 - Paralegal/Legal Assistant IV
39.16
30390 - Photo-Optics Technician
27.98
30461 - Technical Writer I
21.93
30462 - Technical Writer II
26.84
30463 - Technical Writer III
32.47
30491 - Unexploded Ordnance (UXO) Technician I
24.74
30492 - Unexploded Ordnance (UXO) Technician II
29.93
30493 - Unexploded Ordnance (UXO) Technician III
35.88
30494 - Unexploded (UXO) Safety Escort
24.74
30495 - Unexploded (UXO) Sweep Personnel
24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)
25.19
Surface Programs
30621 - Weather Observer, Senior (see 2)
27.98
31000 - Transportation/Mobile Equipment Operation Occupations
31020 - Bus Aide
14.32
31030 - Bus Driver
20.85
31043 - Driver Courier
13.98
31260 - Parking and Lot Attendant
10.07
31290 - Shuttle Bus Driver
15.66
31310 - Taxi Driver
13.98
31361 - Truckdriver, Light
15.66
31362 - Truckdriver, Medium
17.90
31363 - Truckdriver, Heavy
19.18
31364 - Truckdriver, Tractor-Trailer
19.18
99000 - Miscellaneous Occupations
99030 - Cashier
10.03

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

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

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive 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(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

Exhibit D
Living Wage Act



LIVING WAGE ACT FACT SHEET

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

Effective January 1, 2010, the living wage rate is \$12.50 per hour.

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

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

Enforcement

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

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

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

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

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

“THE LIVING WAGE ACT OF 2006”

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

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.

The requirement to pay a living wage applies to:

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

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

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

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

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

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

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

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

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

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

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

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

(202) 671-1880

Exhibit E
First Source Employment Agreement



**Government of the District of Columbia
FIRST SOURCE EMPLOYMENT AGREEMENT**



Contract Number: _____

Employer Name: _____

Project Contract Amount: _____

Employer Contract Award: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) 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 all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts 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, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project 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. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at www.jobs.dc.gov within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, social security number, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRAL

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

IV. PLACEMENT

- A. 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.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, 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 all new jobs created by the Project.
- C. 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

- A. 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 will be set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal 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 collective bargaining unit involved with this Project 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. All 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. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

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 this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business 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 will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring 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 to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
 2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
 - a. Documentation supporting EMPLOYERS 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 DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
 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 there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District

residents.

- J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

- A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

- A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO

If yes, D.C. Apprenticeship Council Registration Number: _____

XI. SUBCONTRACTOR

- A. Is your firm 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 EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

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

JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

[Empty box for justification text]

Exhibit F
Applicable Documents

1.2 Applicable Documents

Item No.	Document Type	Title	Date
1	EPA Permit	NPDES Permit DC0000221 http://www.epa.gov/reg3wapd/pdf/pdf_npdes/Wastewater/DC/DCMS4permit2011.pdf	January 22, 2012
2	EPA Permit Modification	NPDES Permit DC0000221 Modification #1 http://www.epa.gov/reg3wapd/npdes/FinalLimitedModDocument/FinalSignedDCMS4LimitedMod%2011_9_12.pdf	November 9, 2012
3	Federal Regulations	Environmental Protection Agency (EPA) 40 CFR Part 122 concerning EPA Administered Permit Programs: and National Pollutant Discharge Elimination System; 40 CFR Part 136 Guidelines establishing test procedures for the analysis of pollutants. Available at: http://www.access.gpo.gov/nara/cfr/waisidx_02/40cfr122_02.html and http://www.gpoaccess.gov/cfr/index.html .	Most Recent
4	DDOE - TMDL	TMDL for Biochemical Oxygen Demand (BOD) in the Upper and Lower Anacostia River http://ddoe.dc.gov/publication/biochemical-oxygen-demand-tmdl-anacostia-watershed-final	2001
5	DDOE - TMDL	TMDL for Fecal Coliform Bacteria in the Upper and Lower Anacostia River http://ddoe.dc.gov/publication/fecal-coliform-bacteria-tmdl-anacostia-watershed-final	October 16, 2003
6	DDOE - TMDL	TMDL for Organics and Metals in the Anacostia River and Tributaries http://ddoe.dc.gov/publication/organics-and-metals-tmdl-anacostia-watershed-final	August 2003
7	DDOE - TMDL	TMDL for Fecal Coliform Bacteria in Kingman Lake http://ddoe.dc.gov/publication/fecal-coliform-bacteria-tmdl-kingman-lake-final	October 2003
8	DDOE - TMDL	TMDL for Total Suspended Solids, Oil and Grease and Biochemical Oxygen Demand in Kingman Lake http://ddoe.dc.gov/publication/total-suspended-solids-oil-grease-and-biochemical-oxygen-demand-tmdls-kingman-lake-final	October 2003
9	DDOE - TMDL	TMDL for Fecal Coliform Bacteria in Rock Creek http://ddoe.dc.gov/publication/fecal-coliform-bacteria-tmdl-rock-creek-final	February 2004

Item No.	Document Type	Title	Date
10	DDOE - TMDL	TMDL for Organics and Metals in the Tributaries to Rock Creek http://ddoe.dc.gov/publication/organics-and-metals-tmdl-rock-creek-tributaries-final	February 2004
11	DDOE - TMDL	TMDL for Fecal Coliform Bacteria in the Upper, Middle, and Lower Potomac River and Tributaries http://ddoe.dc.gov/publication/fecal-coliform-bacteria-tmdl-potomac-river-and-tributaries	July 2004
12	DDOE - TMDL	TMDL for Organics, Metals, and Bacteria in Oxon Run http://ddoe.dc.gov/publication/organics-metals-and-fecal-coliform-bacteria-tmdl-oxon-run-final	December 2004
13	DDOE - TMDL	TMDL for Organics in the Tidal Basin and Washington Ship Channel http://ddoe.dc.gov/publication/organics-tmdl-tidal-basin-and-washington-ship-channel-final	December 2004
14	DDOE - TMDL	TMDL for Sediment / Total Suspended Solids for the Anacostia River Basin in Maryland and the District http://ddoe.dc.gov/publication/sediment-and-tss-tmdl-anacostia-watershed	2007 January 2012
15	DDOE - TMDL	TMDL for PCBs for Tidal Portions of the Potomac and Anacostia Rivers in the District of Columbia, Maryland, and Virginia http://ddoe.dc.gov/publication/pcb-tmdl-tidal-potomac-and-anacostia	September 2007
16	DDOE - TMDL	TMDL for Nutrients/Biochemical Oxygen Demand for the Anacostia River Basin in Maryland and the District http://ddoe.dc.gov/publication/nutrients-biochemical-oxygen-demand-bod-tmdl-anacostia	April 2008
17	DDOE - TMDL	TMDL for Trash for the Anacostia River Watershed, Montgomery and Prince George's County, Maryland and the District of Columbia http://ddoe.dc.gov/publication/trash-tmdl-anacostia-final	April 2010
18	EPA - TMDL	TMDL for Nitrogen, Phosphorus and Sediment for the Chesapeake Bay Watershed http://ddoe.dc.gov/service/watershed-implementation-plans-chesapeake-bay	2010
19	Federal Guidelines	Federal Data Geographic Committee Standards http://www.fgdc.gov/standards	Most Recent
20	District	District Watershed Implementation Plan Phase 1 http://ddoe.dc.gov/publication/chesapeake-bay-tmdl-phase-1-watershed-implementation-plan Phase 2 http://ddoe.dc.gov/publication/dc-watershed-implementation-plan-phase-2	Most Recent

Exhibit G
Definitions

11.3 DEFINITIONS

- 1.3.1 Adaptive Management** - A management approach that involves monitoring the outcomes of a project or issue and, on the basis of the monitoring, improving the way the project is managed.
- 1.3.2 Best Management Practice (BMP)** - Structural or nonstructural practice that minimizes the impact of stormwater runoff on receiving waterbodies and other environmental resources, especially by reducing runoff volume and the pollutant loads carried in that runoff.
- 1.3.3 Interim Milestone** – As used in the MS4 Permit an interim milestone is an interim step toward attainment of a WLA that upon incorporation into the permit shall become an enforceable limit or requirement to be achieved by a stated date. A milestone should be expressed in numeric terms, i.e. as a volume reduction, pollutant load, specified implementation action or set of actions or other objective metric, when possible and appropriate.
- 1.3.4 Load Reductions** - the reduction in pollutant loading resulting from implementation of a BMP. The reduction may be expressed as a mass (e.g. pounds) or percent from an original load.
- 1.3.5 Monitoring** – For the purposes of this project, “monitoring” refers to the combination of BMP information, implementation tracking, water quality sampling, biological sampling, and stream health assessments that shall be used to evaluate progress toward TMDL WLAs and to evaluate overall health of District waterbodies.
- 1.3.6 MS4 Permit** - the NPDES permit EPA issued to the District of Columbia on October 7, 2011, which authorizes existing or new storm water discharges from the District of Columbia’s Municipal Separate Storm Sewer System (MS4) to waters of the United States. EPA assigned number **DC0000221** to the District’s permit.
- 1.3.7 National Pollutant Discharge Elimination System (NPDES)** - the national system for the issuance of permits under section 402 of the Act and includes any State or interstate program which has been approved by the Administrator, in whole or in part, pursuant to section 402 of the Act. NPDES program authorizes discharges from point sources to waters of United States.
- 1.3.8 Numeric Benchmark** – As used in the MS4 Permit a numeric benchmark is a quantifiable goal or target to be used to assess progress toward “milestones” and WLAs, such as a numeric goal for BMP implementation. If a benchmark is not met, the permittee should take appropriate corrective action to improve progress toward meeting milestones or other objectives. Benchmarks are intended as an adaptive management aid and generally are not considered to be enforceable.

- 1.3.9** **Pollution** - The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.
- 1.3.10** **Technical Work Group** – The stakeholder group to be convened by DDOE to participate and assist in the development of the Consolidated TMDL Implementation Plan and Revised Monitoring Plan. The Technical Workgroup may be comprised of representatives from federal and District agencies, environmental non-government organizations, and business and development interests. The Technical Workgroup will be expected to meet periodically to review and provide input on key project deliverables as well as overall project progress and direction.
- 1.3.11** **Total Maximum Daily Load (TMDL)** – A TMDL is a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that load among the various sources of that pollutant. Pollutant sources are characterized as either point sources that receive a wasteload allocation (WLA), or nonpoint sources that receive a load allocation (LA).
- 1.3.12** **Waste Load Allocation (WLA)** - Amount of pollutant from existing point sources (e.g., sewage treatment plant; industrial facility; stormwater) that a waterbody under a TMDL can receive.

Exhibit H
Contractor's Technical Proposal dated insert date