

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES**

**INVITATION FOR BID NUMBER RM-12-IFB-111-BY2-RKG FOR
AVATAR MANAGEMENT REPORTS DEVELOPERS**

The Government of the District of Columbia, Department of Mental Health Services (DMH), Saint Elizabeths Hospital (SEH) has a need for the services of Two (2) Avatar Management Reports Developers.

Opening Solicitation Date: August 8, 2012
Closing Solicitation Date/Time: Tuesday, August 21, 2012 @ 2:00 PM

Please return a completed Bid (signed and completed Sections A and B of the attached Solicitation) and completed Tax and EEO Certifications (see Section J), addressed to Mrs. Robin Knight Griffin (see address/email below), by the time and date indicated above. Any and all questions pertaining to this solicitation must be submitted in writing to:

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Services
609 H Street, NE, 4th Floor
Washington, DC 20002**

Thank you,

Robin Knight Griffin, Contract Specialist
DMH, Contracts and Procurement Services
609 H St., NE, 4th Floor
Washington, DC 20002
Telephone: (202) 671-0184
Fax: (202) 671-3395
E-mail: Robin.Knight@dc.gov

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Avatar Management Reports Developer

DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)
SOLICITATION, OFFER, AND AWARD
SECTION A

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 609 H Street, NE, 4th FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 OF 49
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-12-IFB-111-BY2-RKG
	5. DATE ISSUED: August 8, 2012
	6. OPENING/CLOSING TIME: Tuesday, August 21, 2012, @ 2:00 P.M.
	7. TYPE OF SOLICITATION: N/A Invitation for Bid

NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Agency Chief Contracting Officer	TELEPHONE NUMBER:	B. E-MAIL ADDRESS:
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 17 calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the IFB/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):	AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR:		15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)
14A. TELEPHONE NUMBER:		15A. SIGNATURE:
AREA CODE:	NUMBER:	EXT:
		15B. OFFER DATE:

AWARD (To be completed by the DMH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:	17. AWARD AMOUNT:

18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DMH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

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

- B.1** The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of Two (2) experienced contractors to serve as Reports Developers for a specific information technology project. The Contractors will work closely with members of the SEH and Department of Mental Health (DMH) staff. The Contractors shall serve as a Reports Developers for implementation of Management/Ad hoc Reports from Avatar which is the electronic medical record system for Saint Elizabeths Hospital. The Reports Developers shall implement various Management/Ad hoc Reports using Crystal Reports/Excel/PDFs as requested by the Hospital.
- B.2** The District contemplates award of Two (2) Firm Fixed Cost Contracts (multiple award) in accordance with 27 DCMR, Chapter 24, for a Period of Performance of One (1) Base Year with One (1), One (1) Year Option.
- B.3** Response to this Invitation for Bid (IFB) requires completion and signature of the Section A (Page 1), and Schedule B Price Sheet (Page 3), and satisfaction of DC Tax and EEO requirements submitted to the following DMH Contract Specialist:
- Robin Knight Griffin, Contract Specialist
Department of Mental Health
Contracts and Procurement Services
609 H Street, NE, 4th Floor
Washington, DC 20002
Email: Robin.Knight@dc.gov
Telephone: 202-671-0184
- B.4** An Offeror responding to this solicitation must submit with its Bid, a notarized statement detailing any subcontracting plan as required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.6.

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SCHEDULE B PRICING: SUPPLIES, SERVICES AND PRICE/COSTS

(A) CLIN	(B) Services	(C) Max. Qty.	(D) Unit	(E) Unit Price	(F) Extended Price
	<p><u>Schedule B - Pricing</u></p> <p>The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of experienced Two (2) contractors to serve as Reports Developers for a specific information technology project. The Contractors will work closely with members of the SEH and Department of Mental Health (DMH) staff. The Contractors shall serve as a Reports Developers for implementation of Management/Ad hoc Reports from Avatar which is the electronic medical record system for Saint Elizabeths Hospital. The Reports Developers shall implement various Management/Ad hoc Reports using Crystal Reports/Excel/PDFs as requested by the Hospital.</p> <p><i>The Period of Performance (POP) under this contract shall be from Date of Award (Base Year) with One (1), One (1) Year Option.</i></p> <p><u>Description of Services</u></p> <p>Base Avatar Management Report Developer</p> <p>Opt. 1 Avatar Management Report Developer</p>	<p>2000 Hrs.</p> <p>2000 Hrs.</p>	<p>Hourly Rate</p> <p>Hourly Rate</p>	<p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p>

TOTAL CONTRACT VALUE \$ _____

Print Name of Offeror: _____

Print Name & Title of Authorized Person _____

Signature of Authorized Person _____ Date _____

*****END OF SECTION B*****

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 BACKGROUND

The Department of Mental Health (DMH) is a cabinet level agency in the District of Columbia that reports directly to the Mayor. DMH is the State Mental Health Authority under District law. The Department of Mental Health provides emergency care and comprehensive mental health services and supports to District residents in need of the public mental health system. DMH also evaluates and treats individuals referred through the criminal justice system. DMH serves more than 17,000 adults, children and youth and their families each year through a network of community based providers and unique government delivered services. It operates Saint Elizabeths Hospital (SEH)—the District’s inpatient psychiatric facility.

C.2 SCOPE OF SERVICES

The Department of Mental Health, Saint Elizabeths Hospital (SEH), is in need of Two (2) experienced Contractors to serve as Reports Developers for a specific information technology project. The Contractors will work closely with members of the SEH and Department of Mental Health (DMH) staff. The Contractors shall serve as a Reports Developers for implementation of Management/Ad hoc Reports from Avatar which is the electronic medical record system for Saint Elizabeths Hospital. The Reports Developers shall implement various Management/Ad hoc Reports using Crystal Reports/Excel/PDFs as requested by the Hospital.

C.3 SPECIFIC REQUIREMENTS

The Contractors shall serve as a Reports Developers for implementation of Management/Ad hoc Reports from Avatar which is the electronic medical record system for Saint Elizabeths Hospital.

The Reports Developers shall perform services as follows:

C.3.1 Design, develops, test and implement Management/Ad hoc Reports as requested by the Hospital.

C.3.1 Create detail designs for the reports, create PL/SQL stored procedures, Unit Test PL/SQL and Crystal Reports;

C.3.2 Finalize the detail designs, to create test data to test the reports and test the performance of the Crystal/PL/SQL in the performance environment with high volume data;

C.3.3 Provide daily, on-site (at the SEH campus) technical assistance to the Business Operations Administration on issues related to reporting capability;

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- C.3.4 Manage report migrations from development to production, when requested;
- C.3.5 Attend meetings with SEH, DMH and other entities, when requested;
- C.3.6 Provide ways for users to have ease of access for using management reports to improve patient care.
- C.3.7 All work shall be performed on site:

Department of Mental Health
Saint Elizabeths Hospital
1100 Alabama Avenue SE
Washington, DC 20032

C.4 VENDOR REQUIREMENTS

The Contractors shall serve as the Reports Developers for implementation and ongoing support of the Avatar system. The Contractors must provide these services during the regular tour of duty of Monday - Friday between the hours of 7 AM and 6 PM.

C.5 CONTRACTOR QUALIFICATIONS

C.5.1 The prospective Contractors must provide proof of five years plus experience in development of management/ad hoc reports using Crystal Reports from Cache or other RDBMS and provide proof of the following:

C.5.2 Good knowledge of PL/SQL, must be able to write PL/SQL independently.

C.5.3 Good communication skills and business analysis skills with proven experience in proposing and developing solutions.

C.5.4 Experience in a health and/or human services organization with experience in participation on project teams.

C.5.5 Ability to work in a fast paced environment, communicate effectively to both technical and non technical staff.

C.5.6 BS or BA degree in MIS or equivalent work experience in the health and human services field.

C.6 STANDARD OF PERFORMANCE

C.6.1 The Contractors shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractors shall also, at all times, comply

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with DMH operations policies, procedures and directives while performing the duties specified in this contract.

C.6.2 The Entire Saint Elizabeths Hospital Campus is designated as a smoke and tobacco-free facility. Smoking is not allowed anywhere on the grounds and inside the hospital facilities.

C.6.3 Appropriate picture identification must be presented to Security prior to entering the Saint Elizabeths Hospital Facility.

C.7 ECONOMIC PURCHASE QUANTITY

The Contractors shall exercise every effort to provide supplies, materials and equipment necessary to perform services of this Contract using economic purchase quantities to provide significantly reduced cost to the District Government.

C.8 CONFIDENTIALITY

C.8.1 The Contractors shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

C.8.2 HIPPA ACT – Confidential Information
Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.

"Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.

"Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.

"Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law.

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C.9 DELIVERABLES

The Contractors will each complete the items designated in this section using priorities assigned by designated Hospital staff. The majority of the deliverables are listed below and new reports may be added and re-prioritized.

Report#	Report Name/Description	Completion Criteria
1	Census Verification Reports	Passes UAT
2	Diet Expiration Notifications to Doctors and Dietitians	Passes UAT
3	Individuals Currently Prescribed GEODON Medications With/Without EKG Tests	Passes UAT
4	Individuals in Care Receiving an Unusual Polypharmacy Regimen	Passes UAT
5	Individuals in Care With Missing Admissions Diagnosis	Passes UAT
6	Inpatients Days for All Pre-Trial Individuals In Care for a Specific Period	Passes UAT
7	Isolation Precaution Orders Reports	Passes UAT
8	List of Contacts of Active Inpatients	Passes UAT
9	Medicare "B" Individuals in Care in Civil Program w/ An Active Episode Starting (Date Range)	Passes UAT
10	Medication Refusal Report	Passes UAT
11	Non-Medical Orders Report	Passes UAT
12	Number of System Errors Reported Regarding AVATAR and Medication Segment of the System	Passes UAT
13	Revenue Tracking Details	Passes UAT
14	Revenue Tracking Summary	Passes UAT
15	Timeliness of Completion of Rehab Assessment	Passes UAT
16	Timeliness of Transfer Notes, by Discipline (psychiatry, social work, nursing etc)	Passes UAT
17	Report - PPD Orders for the period (Date ordered and Date administered)	Passes UAT
18	Report - Orders for chest x-rays for the period (Date ordered and Date administered)	Passes UAT
19	Report-Patients placed in seclusion or restraint for more than 12 hours	Passes UAT
20	Report-Compile a list of those discharged patients given 2 or more antipsychotics within the last 12 months.	Passes UAT
21	Report - Immunization record reports	Passes UAT
22	Track Movements of Medicaid and Medicare Individuals in Care	Passes UAT

*****END OF SECTION C*****

PART 1: THE SCHEDULE

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SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

PART I: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

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PART 1: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE

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

***** END OF SECTION E *****

PART I: THE SCHEDULE

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a Period of Performance (POP) from Date of Award (Base Year) with One (1), One (1) Year Option as specified in Section B.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract by written notice to the Contractors before the expiration of the contract; provided that the District shall give the Contractors' preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The Exercise of any Option Period is at the sole and absolute discretion of DMH based upon providing satisfactory performance of required services within the Terms and Conditions of the Contract, along with being subjected to the availability of funds at the time of exercising of any Option Period. The Contractors may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.3 DELIVERABLES (also see Section C.9)

The Contractors shall perform the activities required to successfully complete the District's requirements as specified in Section C of this Solicitation and submit each deliverable to the respective **Contract Administrator (CA)/Contracting Officer's Technical Representative (COTR)** identified in section G.9.7 in accordance with the requirements described in Schedule C.

F.3.1 The Contractors shall submit to the District, as a deliverable, the report described in section H.6 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractors do not submit the report as part of the deliverables, final payment to the Contractors shall not be paid pursuant to section G.3.2.

***** END OF SECTION F *****

PART I: THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION

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SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The District shall make payments to the Contractors, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District shall pay the Contractors on or before the 30th day after receiving a proper invoice from the Contractors.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractors shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the DMH Chief Financial Officer (DMH/CFO) with concurrent copies to the CA/COTR specified in Section G.9.7. The address of the DMH/CFO is:

Department of Mental Health
Accounts Payable Office
64 New York Ave., NE, 6th Floor
Washington, DC 20002
or

E-mail invoices to: dmh.ap@dc.gov

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
 - G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
 - G.2.2.2 Contract number and invoice number;
 - G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
 - G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;
 - G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
 - G.2.2.6 Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.6.5.

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

G.4 PAYMENT

Should be based upon Section B (Price Schedules).

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Sub-contractors

G.6.2.1 The Contractors must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractors by the District for work performed by any Sub-Contractor under this contract:

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

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

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

Contracts shall be entered into and signed on behalf of the District only by Contracting Officers (CO). The contact information for the DMH Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE, 4th Floor
Washington, DC 20002
(202) 671-3188 – Office

Email: Samuel.feinberg@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

- G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.2 Keeping the Director/ACCO fully informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the contract;
- G.9.3 Coordinating site entry for Contractor personnel, if applicable;
- G.9.4 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.5 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

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G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.7 The address and telephone number of the COTR is as follows:

Saint Elizabeths Hospital
1100 Alabama Ave S.E
Washington D.C 20032
Facilities & Environment Office: (202) 299-5700
Email: @dc.gov
www.dmh.dc.gov

G.9.8 The COTR shall NOT have the authority to:

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

G.9.9 The Contractors shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

***** END OF SECTION G *****

PART I: THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

- H.1.1 When the Contractors fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$50.00 per day against the Contractors until such time that the Contracts has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.
- H.1.2 When the Contractors is unable to cure its deficiencies in a timely manner and DMH requires a replacement Contractor to perform the required services, the Contractors shall be liable for Liquidated Damages accruing until the time DMH is able to award said contract to a qualified responsive and responsible Contractors. Additionally, if the Contractors are found to be in default of said Contract under the Default Clause of the Standard Contract Provisions, the original Contractor is completely liable for any and all total cost differences between their Contract and the new Contract awarded by DMH to the replacement Contractor.

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

- H.2.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.2.2 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.2.3 The Contractors shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractors shall be bound by the Wage Determination No. 2005-2081, dated 09/01/2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractors shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractors shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractors may be entitled to an equitable adjustment.

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H.4 PUBLICITY

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

H.5 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who shall provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility shall determine the release of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 The Contractors shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

H.6.2 The Contractors shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

H.6.3 The Contractors shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;

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- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.6.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.6.5 With the submission of the Contractors' final request for payment from the District, the Contractors shall:

- (1) Document in a report to the CO its compliance with section H.6.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.6.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.6.6.

H.6.6 The DIRECTOR/ACCO may waive the provisions of section H.6.4 if the DIRECTOR/ACCO finds that:

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

H.6.7 Upon receipt of the Contractors' final payment request and related documentation pursuant to sections H.6.5 and H.6.6, the DIRECTOR/ACCO shall determine whether the Contractors are in compliance with section H.6.4 or whether a waiver of compliance pursuant to section H.6.6 is justified. If the DIRECTOR/ACCO determines that the Contractors are in compliance, or that a waiver of compliance is justified, the DIRECTOR/ACCO shall, within two business days of

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making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.6.5, or deliberate submission of falsified data, may be enforced by the DIRECTOR/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the DIRECTOR/ACCO pursuant to this section.

H.6.9 The provisions of sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 below, the Contractors shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.9.2 The Contractors shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.9.3 The Contractors shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9.4 The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.5 The Contractors shall provide a copy of the Fact Sheet attached as J.6 to each employee and sub-contractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to post the Notice in a conspicuous place in its place of business.

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- H.9.6 The Contractors shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 SUBCONTRACTING REQUIREMENTS

H.10.1 Mandatory Subcontracting Requirements

- H.10.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.10.1.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1 and H.9.2.

H.10.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its Bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its Bid. Once the plan is approved by the DIRECTOR/ACCO, changes to the plan shall only occur with the prior written approval of the DIRECTOR/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3 The names and addresses of all proposed sub-contractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.2.4 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.10.2.5 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;

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- H.10.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the contracting officer, that the sub-contractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.2.7 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.10.2.8 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.10.2.9 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- H.10.3 **Subcontracting Plan Compliance Reporting.** If the Contractors have an approved subcontracting plan required by law under this contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.10.3.1 The dollar amount of the contract or procurement;
- H.10.3.2 A brief description of the goods procured or the services contracted for;
- H.10.3.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.10.3.4 Whether the sub-contractors to the contract are currently certified business enterprises;
- H.10.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.10.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.10.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.10.4 **Sub-contractor Standards**
- H.10.4.1 A prime Contractor shall ensure that sub-contractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

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H.10.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.10.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the contract, the Director/ACCO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.10.5.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.10.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

***** END OF SECTION H *****

PART II: CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the end of the current fiscal year (September 30, 2012) is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

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

I.5.11 The Contractors shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out

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of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractors at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

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1. Commercial General Liability Insurance. The Contractors shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractors shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractors shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractors shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

- B. **DURATION.** The Contractors shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and sub-contractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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- F. NOTIFICATION. The Contractors shall immediately provide the CO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractors shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE, 4th Floor
Washington, DC 20002
(202) 671-3188 – Office Email: Samuel.feinberg@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.11 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.

I.12 ORDER OF PRECEDENCE

The Contract awarded as a result of this IFB shall contain the following clause:

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

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

***** END OF SECTION I *****

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2005-2081, dated 06/13/12 http://www.wdol.gov/wdol/scafiles/std/05-2081.txt
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES) http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/SettlementAgreement.pdf
J.6	Way to Work Amendment Act of 2006 (See Section H.8)
J.7	Tax Certification Affidavit (Separately Attached)
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”

***** END OF SECTION J *****

**PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF THE CONTRACTORS**

THIS SECTION IS RESERVED

*****END OF SECTION K*****

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

- L.1.1 The District intends to award this contract resulting from this solicitation to Two (2) Contractors who are deemed the responsive and responsible bidders who has the lowest price.
- L.1.2 The District may award this contract on the basis of initial bids received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors. The District reserves the right to accept/reject any/all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.2 BID ORGANIZATION AND CONTENT

One original and two (2) copies of the written BIDs shall be submitted. Each page shall be numbered, and labeled to include the Solicitation number and name of the Prospective Contractor, Each BID shall be submitted in a sealed envelope conspicuously marked: "BID in Response to Solicitation No. (RM-12-IFB-111-BY2-RKG)."

Bidders shall make no changes to the requirements set forth in this solicitation. The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs (Schedule B Pricing Sheet) will render the bid non-responsive and disqualify a bid. The bidder shall complete, sign and submit all representations, certifications and acknowledgements as appropriate.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF BIDS AND LATE BIDS

L.4.1 BID SUBMISSION

BIDs must be submitted no later than 2:00 PM (EST) on Tuesday, August 21, 2012. BIDs, modifications to BIDs, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they

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are received before the award is made and one (1) or more of the following circumstances apply:

- a. The BID or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The BID or modification was sent by mail and it is determined by the ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c. The Offerors shall sign the Offer in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror's solicitation submission must be signed in Blue Ink. DMH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DMH. Erasures or other changes must be initialed by the person signing the Offer.

L.4.2 POSTMARKS

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

L.4.3 LATE MODIFICATIONS

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

L.4.4 LATE BIDS

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a Prospective Contractor has any questions relative to this Contract, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions no later than seven (7) calendar days prior to the closing date and time indicated for this Contract. The District shall not consider any questions received less than seven (7) calendar days before the date set for submission of BID. The District shall furnish responses promptly to all other Prospective Contractors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the contract shall not be binding.

Correspondence or inquiries related to this Solicitation or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, NE, 4th Floor
Washington, DC 20002
Office (202) 671-3188 – Fax (202) 671-3395
Email: Samuel.feinberg@dc.gov

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this BID.”

L.7 BIDS WITH OPTION YEARS

The Offerors shall include option year prices in its price/cost BID. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.8 BID PROTESTS

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

L.9 UNNECESSARILY ELABORATE BIDS

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

L.10 RETENTION OF BIDS

All BID documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L.11 BID COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

Samuel J. Feinberg, CPPO, CPPB, Director, Contracts and Procurement
Agency Chief Contracting Officer, Department of Mental Health
609 H Street, NE, 4th Floor
Washington, DC 20002
(202) 671-3188 – Office, Email: Samuel.feinberg@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of BIDs. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original BIDs, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of BIDs provisions of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on

the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each BID must provide the following information:

- L.15.1 Name, address, telephone number and federal tax identification number of Offeror;
- L.15.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 FAMILIARIZATION WITH CONDITIONS

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

*** END OF SECTION L ***

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M: EVALUATION FACTORS FOR AWARD

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SECTION M - EVALUATION FACTORS

M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.1.1 Application of Preferences

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

- M.1.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for BIDs submitted by the SBE in response to this Request for BIDs (RFP).
- M.1.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for BIDs submitted by the ROB in response to this RFP.
- M.1.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for BIDs submitted by the LRB in response to this RFP.
- M.1.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for BIDs submitted by the LBE in response to this RFP.
- M.1.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for BIDs submitted by the DZE in response to this RFP.
- M.1.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for BIDs submitted by the DBE in response to this RFP.
- M.1.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for BIDs submitted by the VOB in response to this RFP.

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- M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for BIDs submitted by the LMBE in response to this RFP.

M.1.2 Maximum Preference Awarded

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

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its BID. The contracting officer shall verify the Offeror's certification with DSLBD, and the Offeror should not submit with its BID any documentation regarding its certification as a certified business enterprise.

- M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

- M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.2.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror.

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M.2.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

***** END OF SECTION M *****

SECTION J – COMPLIANCE DOCUMENTS

THESE DOCUMENTS MUST BE COMPLETED AND PROVIDED TO THE DMH CONTRACTS AND PROCUREMENT OFFICE PRIOR TO CONTRACT AWARD. THEY ARE ATTACHED AS FOLLOWS:

- J.3 Equal Employment Opportunity (EEO) Policy Statement
- J.4 First Source Employment Agreement
- J.7 Tax Certification Affidavit

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ 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, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

_____ AGREES TO 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, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, 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 OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

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

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

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

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

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

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.	
Section A – TYPE OF REPORT	
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)	
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
1. Total number of reports being filed by this Company. _____	
Section B – COMPANY IDENTIFICATION (To be answered by all employers)	
1. Name of Company which owns or controls the establishment for which this report is filed	OFFICIAL USE ONLY
Address (Number and street)	City or Town
Country	State
Zip Code	b.
b. Employer Identification No.	_____
2. Establishment for which this report is filed.	
a. Name of establishment	
Address (Number and street)	
City or Town	
Country	
State	
Zip Code	
b. Employer Identification No.	

3. Parent of affiliated Company	
a. Name of parent or affiliated Company	
b. Employer Identification No.	

Address (Number and Street)	
City or Town	
Country	
State	
Zip Code	
Section C - ESTABLISHMENT INFORMATION	
1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis	
2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis	
OFFICIAL USE ONLY	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.	

3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION D – EMPLOYMENT DATA

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

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

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

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

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

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

Section F - CERTIFICATION

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

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)	Address (Number and street)		
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT
 CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

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

*NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.

AMOUNT OF PRIME CONTRACT: \$ _____
 AMOUNT OF ALL SUBCONTRACTS: \$ _____ equals _____% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR:
 TELEPHONE NO.
 PROJECT NAME:
 ADDRESS:
 WARD NO.: _____

ADDRESS:
 PROJECT DESCRIPTIONS:

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

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

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

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

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



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, 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 CONTRACT 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.

A large, empty rectangular box with a thin black border, intended for the user to provide a detailed explanation of why the Employer will not have any new hires on the Project.

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of the Chief Financial Officer
Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

Authorized Agent
Name of Organization/Entity
Business Address (include zip code)
Business Phone Number

Authorized Agent
Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

Signature of Authorizing Agent

Title

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.