



Request for Proposal

**Consolidated Total Maximum Daily Load (TMDL)
Implementation Plan and Monitoring Program**

February 8, 2013

Proposal Due Date: March 5, 2013 by 2:00 p.m. EST

Proposal Delivery Location: Department of General Services
Contracts & Procurement Division
2000 14th Street, NW 8th Floor
Washington, DC 20009
Attention: JW Lanum

Pre-proposal Conference: February 19, 2013, 1:00pm
District Department of the Environment
1200 First Street, NE 5th Floor
Washington, DC 20002

Contact: Nashid Rasool
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Solicitation Number: DCAM-13-NC-0112

Executive Summary

The District of Columbia Department of General Services, on behalf of the District's Department of the Environment (the "District") is issuing this Request for Proposals ("RFP") to engage a contractor to develop a Consolidated Total Maximum Daily Load (TMDL) Implementation Plan and a revised Monitoring Program in support of the District's need to achieve compliance with the EPA Clean Water Act.

The contract shall be for a base period of three (3) years with two (2) one (1) year option years.

A.1 FORM OF CONTRACT

The Form of Contract will be issued by addendum. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

A.2 CONTRACTOR'S COMPENSATION

The Contractor will be awarded an indefinite delivery indefinite quantity type contract with fixed unit prices. Offerors will be required to provide fixed unit prices as described in Attachment A. The fixed unit prices will be the Contractor's sole compensation for the services required under the contract and should include sufficient funding for all of the Contractor's costs associated with the work, including, but not limited to, labor, tools and equipment, materials and supplies (unless otherwise indicated), and overhead, insurance and profit.

A.3 ATTACHMENTS

Attachment A	Offer Letter and Unit Rate Price Sheet
Attachment B	Disclosure Statement
Attachment C	Tax Affidavit
Attachment D	U.S. Department of Labor Wage Rate Determination Schedule
Attachment E	Living Wage Act Notice and Fact Sheet
Attachment F	First Source Employment Agreement
Attachment G	Past Performance Evaluation Form
Attachment H	Applicable Documents
Attachment I	Definitions

SECTION B SCOPE OF WORK

B.1 SCOPE:

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

B.2 APPLICABLE DOCUMENTS

Please see Attachment H for documents applicable to this procurement and hereby incorporated by this reference:

B.3 DEFINITIONS

Please see Attachment I for definition of terms and their meaning when used in this RFP.

B.4 BACKGROUND

B.4.1 DDOE Mission

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

B.4.1.1 Storm Water Management Division

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

B.4.2 Current Operating Environment

The U.S. Environmental Protection Agency issued a revised MS4 Permit to the District in January 2012. This Permit was appealed by a number of organizations; an appeal brought by a coalition of environmental organizations focused on many of the Permit's TMDL provisions. This appeal resulted in a Permit modification that clarified the Permit's requirements for TMDL Implementation Plans, which

was finalized and effective as of November 9, 2012. The District has 30 months from the effective date of this modification to submit to EPA for approval a Consolidated TMDL Implementation Plan and Revised Monitoring Plan.

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

B.4.3 Goals and Objectives

B.4.3.1 Consolidated TMDL Implementation Plan

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

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

B.4.3.2 Revised Monitoring Program

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

B.5 REQUIREMENTS

B.5.1 Consolidated TMDL Implementation Plan

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

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

B.5.1.1 Consolidated TMDL Implementation Plan Methodology

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

- (a) A literature review of:
 - 1) BMP pollutant removal efficiencies,
 - 2) BMP cost effectiveness, and
 - 3) BMP pollutant reduction estimates, and
 - 4) Target load estimation methods and their relative applicability to the District of Columbia.
- (b) A description of how the Contractor shall develop and provide for the Contracting Officer's Technical Representative's (COTR) approval the following methods for:
 - 1) Crediting BMPs for pollutant removal and/or reduction,
 - 2) Determining current baseline pollutant loadings, as described in B.5.1.2,
 - 3) Determining a current baseline of BMPs implemented to date,
 - 4) Estimating pollutant load reductions via desktop model or other appropriate method,
 - 5) Estimating pollutant load reductions from non-structural stormwater management practices, such as education and outreach, the District's plastic bag fee, etc.,
 - 6) Estimating pollutant load reductions for pollutants without established performances from standard stormwater BMPs,
 - 7) Modeling and forecasting the scale, location, and impact of development and redevelopment activity in the District,
 - 8) Conducting public outreach and engagement throughout the project, and
 - 9) Monitoring and tracking progress toward TMDL Implementation Plan interim milestones and numeric benchmarks described in B.5.1.3.2.a and adaptively manage.

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

B.5.1.1.1 Draft TMDL Implementation Plan Methodology

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

B.5.1.1.2 Final TMDL Implementation Plan Methodology

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

B.5.1.2 Modeling

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

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

B.5.1.2.1 The Contractor shall make estimates of Baseline pollutant loadings and potential changes in pollutant loadings (including potential loading increases and reductions) achievable from various implementation scenarios, via appropriate computer or desktop model as approved by the District.

B.5.1.2.2 The model selected and described in the Consolidated TMDL Implementation Plan Methodology (B.5.1.1) shall take into account spatial distribution of land

use, location of BMPs, installation dates of BMPs, maintenance status of BMPs, and treatment areas of BMPs, and have GIS capability that does not require proprietary software.

B.5.1.2.3 The Contractor shall provide the District with a copy of the computer or desktop modeling software that is used for pollutant load reduction estimation, as well as a user manual and/or documentation of clear instructions of how to use the software. This manual and/or documentation should address, at a minimum creation of baseline loads, allocation of WLAs, input of BMP data, and input of water quality data.

B.5.1.2.3.1 The Contractor shall supplement this manual and/or documentation with a minimum of 2 training sessions for DDOE staff that shall be using the software.

B.5.1.2.3.2 The Contractor shall provide the District with a geodatabase with all supporting GIS data used for the project. GIS data should include metadata that meets EPA and Federal Geographic Data Committee (FGDC) standards.

B.5.1.2.4 The Contractor shall develop a Baseline Analysis to model and estimate progress made to date toward meeting TMDL WLAs. This Baseline Analysis shall include, at minimum:

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

B.5.1.2.4.1 Draft Baseline Analysis

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

B.5.1.2.4.2 Final Baseline Analysis

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

B.5.1.2.5.1 Modeled Implementation Scenarios

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

B.5.1.2.5.2 Modeling scenario results may involve multiple iterations based on feedback from the District and the Technical Workgroup as detailed in Section B.5.3.1.

B.5.1.3 Consolidated TMDL Implementation Plan

B.5.1.3.1 The Contractor shall develop a Consolidated TMDL Implementation Plan to comply with the requirements of the District's MS4 Permit and to address, at a minimum, the TMDLs referenced in Section B.2 and any subsequent updates.

B.5.1.3.2 The Consolidated TMDL Implementation Plan shall include, at a minimum:

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

potential increases in level of implementation effort and/or investment.

B.5.1.3.3 Draft Consolidated TMDL Implementation Plan

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

B.5.1.3.4 Final Draft Consolidated TMDL Implementation Plan

The Contractor shall revise the Draft Consolidated TMDL Implementation Plan to incorporate comments and feedback from the District, the Technical Workgroup, and the public and develop a Final draft Consolidated TMDL Implementation Plan no later than April 9, 2015.

B.5.2 Revised Monitoring Program

B.5.2.1 The Contractor shall develop a Revised Monitoring Program, developing the following deliverables in the services of this objective:

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

B.5.2.2 Review of Monitoring Needs and Requirements

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

B.5.2.2.1 Draft Review of Monitoring Needs and Requirements

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

B.5.2.2.2 Final Review of Monitoring Needs and Requirements

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

B.5.2.3 Review of Existing Monitoring Programs and Components

B.5.2.3.1 The Contractor shall conduct a review of current District monitoring programs and components, and existing databases and processes (including design reviews), by interviewing District staff designated by the COTR (from DDOE's Watershed Protection Division, Water Quality Division, and Fisheries and Wildlife Division) and reviewing relevant permits and regulations, to compile an overview of the types of monitoring currently conducted by the District, including but not limited to monitoring for MS4 Permit compliance, ambient water quality, other Clean Water Act requirements, fisheries and living resources, and tracking of installed BMPs and associated pollutant load reductions.

B.5.2.3.2 Draft Review of Existing Monitoring Programs and Components

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

B.5.2.3.3 Final Review of Existing Monitoring Programs and Components

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

B.5.2.4 Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components

B.5.2.4.1 The Contractor shall compare the deliverables required by Sections B.5.2.2 and B.5.2.3 to perform a gap analysis for MS4 Permit monitoring requirements, to identify areas where existing efforts overlap or where monitoring needs and requirements are unaddressed by current monitoring programs and components.

B.5.2.4.2 Draft Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components

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

B.5.2.4.3 Final Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components

The Contractor shall revise the Draft Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components to incorporate comments and feedback from the District and to develop a Final Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components.

B.5.2.5 Revised Monitoring Framework

B.5.2.5.1 The Contractor shall develop a Revised Monitoring Framework to comply with the requirements of Section 5.1.1 of the District's MS4 Permit, and to meet at a minimum the following objectives:

- (a) Make wet weather loading estimates of *E. coli*, total nitrogen, total phosphorus, total suspended solids, cadmium, copper, lead, zinc, and trash from the MS4 to receiving waters. Number of samples, sampling frequencies and number of locations of sampling stations must be adequate to ensure data are statistically significant and interpretable.
- (b) Evaluate the health of the receiving waters, to include biological and physical indicators such as macroinvertebrates and geomorphologic factors. Number of samples, frequencies and locations must be adequate to ensure data are statistically significant and interpretable for long-term trend purposes (not variation among individual years or seasons).
- (c) Include any additional necessary monitoring (including water quality sampling and implementation tracking) for purposes of source identification and waste load allocation tracking. This strategy must align with the Consolidated TMDL Implementation Plan. For all pollutants listed in Section B.5.2.5.1.a monitoring must be adequate to determine if relevant WLAs are being attained within specified timeframes in order to make modifications to relevant management programs, as necessary.
- (d) All chemical analyses shall be performed in accordance with analytical methods approved under 40 CFR Part 136. When there is not an approved analytical method, any suitable method as described in Section 5.7 of the District's MS4 Permit may be used, but a description of the method must be provided.

B.5.2.5.2 Draft Revised Monitoring Framework

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

B.5.2.5.3 Final Revised Monitoring Framework

The Contractor shall revise the Draft Revised Monitoring Framework to incorporate comments and feedback from the District and the public and to

develop a Final Revised Monitoring Framework.

B.5.3 TMDL and Monitoring Program Supporting Requirements

B.5.3.1 Public Participation Process

B.5.3.1.1 The Contractor shall assist the District in managing a Public Participation Process by staffing and operating a stakeholder Technical Workgroup to provide review and input on project progress and deliverables.

B.5.3.1.2 The Contractor shall provide staff support for stakeholder Technical Workgroup meetings that shall occur at least monthly, with additional meetings as necessary at critical project milestones. The Contractor's staff support tasks shall include at a minimum the following:

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

B.5.3.1.3 The Contractor shall assist the District in conducting a formal public notice and comment period for the Draft Consolidated TMDL Implementation Plan and Draft Revised Monitoring Framework.

B.5.3.1.4 The Contractor shall prepare all necessary documents to solicit public comments, including but not limited to draft and final versions of a Public Notice for publication in the *D. C. Register*.

B.5.3.1.5 The Contractor shall assist the District in compiling, reviewing, and as necessary, preparing responses to comments received during the public comment period for the District's review.

B.5.3.1.6 The Contractor shall complete steps necessary to publish a Public Notice for soliciting comments no later than May 9, 2015.

B.5.3.1.7 The Contractor shall complete all steps necessary to assist the District in compiling, reviewing, and preparing responses to comments received during the public comment period.

B.5.3.2 Project Coordination

B.5.3.2.1 The Contractor shall submit monthly project status and budget updates.

B.5.3.2.2 The Contractor shall meet with District staff to review project status, as necessary

B.6 DELIVERABLES

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

No.	Solicitation Reference	Deliverable Name	Due Date
1	B.5.1.1.1	Draft TMDL Implementation Plan Methodology	2 months after Date of Award
2	B.5.1.1.2	Final TMDL Implementation Plan Methodology	4 months after Date of Award
3	B.5.1.2.4	Draft Baseline Analysis	8 months after Date of Award
4	B.5.1.2.5	Final Baseline Analysis	10 months after Date of Award
5	B.5.1.2.6	Modeling Scenario Results	18 months after Date of Award
6	B.5.1.3.3	Draft Consolidated TMDL Implementation Plan	No later than January 9, 2015
7	B.5.1.3.4	Final Consolidated TMDL Implementation Plan	No later than April 9, 2015
8	B.5.2.1.1	Draft Review of Monitoring Needs and Requirements	4 months after Date of Award
9	B.5.2.1.2	Final Review of Monitoring Needs and Requirements	6 months after Date of Award
10	B.5.2.3.2	Draft Review of Existing District Monitoring Programs and Components	6 months after Date of Award
11	B.5.2.3.3	Final Review of Existing District Monitoring Programs and Components	8 months after Date of Award
12	B.5.2.4.2	Draft Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components	10 months after Date of Award

No.	Solicitation Reference	Deliverable Name	Due Date
13	B.5.2.4.3	Final Crosswalk Comparison of Monitoring Needs and Existing Monitoring Components	12 months after Date of Award
14	B.5.2.5.2	Draft Revised Monitoring Framework	15 months after Date of Award
15	B.5.2.5.3	Final Revised Monitoring Framework	25 months after Date of Award
17	B.5.3.1.6	Public Comment Solicitation Notice published in <i>DC Register</i>	No later than May 9, 2015
18	B.5.3.1.7	Public Comment Process / Response to Comments Complete	To Be Determined

SECTION C ECONOMIC INCLUSION

C.1 PREFERENCES FOR SMALL, LOCAL, AND DISADVANTAGED BUSINESS ENTERPRISES

C.1.1 General: Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, being a local business enterprise with its principal office located in an enterprise zone, being a veteran-owned business enterprise, or being a local manufacturing business enterprise. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- (a) Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- (b) Five (5) preference points shall be awarded if the Offeror is certified as being a resident business owner.
- (c) Five (5) points shall be awarded if the Offeror is certified as having a longtime resident business.
- (d) Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- (e) Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- (f) Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.
- (g) Two (2) preference points shall be awarded if the Offeror is certified as a veteran-owned business enterprise.
- (h) Two (2) preference points shall be awarded if the Offeror is certified as a local manufacturing business enterprise.

Offerors may qualify for more than one of these categories above, however the maximum number of preference points available is 12 points.

C.1.2 Information: For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business
Development One Judiciary Square Building
441 4th Street, NW, 9th Floor

Washington, DC 20001
(202) 727-3900 (Telephone Number)
(202) 724-3786 (Facsimile Number)

C.2 SLDDBE PARTICIPATION

An Offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted with a firm certified by Department of Small and Local Business Development as (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) a resident owned business; (v) a longtime business owner; or (vi) a local business enterprise with its principal office located in an enterprise zone.

C.3 RESIDENCY HIRING REQUIREMENTS FOR CONTRACTORS AND SUBCONTRACTORS

At least fifty-one percent (51%) of the Offeror's staff and each subcontractor's employees hired after the Offeror enters into a contract with the Department, or after such subcontractor enters into a contract with the Offeror, to perform the required work, shall be residents of the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, as amended, and all successor acts thereto and the rules and regulations promulgated there under. The Offeror and all subcontractors with contracts in the amount of \$300,000 or more shall be required to comply with the above-referenced D.C. Code provisions, and such compliance requires the Contractor to: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; and (v) submit monthly compliance reports to DOES by the 10th of each month, or as required by the D.C. Code

SECTION D EVALUATION AND AWARD CRITERIA

D.1 The Department shall evaluate submissions and any best and final offers in accordance with the provisions of this Section D and the Department's Procurement Regulations.

D.2 EVALUATION COMMITTEE

Each submission will be evaluated by an Evaluation Committee in accordance with this Section D. The Evaluation Committee will prepare a written report summarizing its findings and submit the same to the Contracting Officer. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the Contracting Officer will select the Offeror whose submission is determined to be the most advantageous to the District.

D.3 PROPOSAL EVALUATION

Each proposal will be scored on a scale of 1 to 100 points. In addition, eligible Offerors will receive up to 12 preference points as described in Section C .1 of this RFP. Thus, the maximum number of points possible is 112. Submissions will be evaluated based on the evaluation factors described below.

D.3.1 Technical Proposal

D.3.1.1 Past Performance and Previous Experience (40 Points)

The Department desires to engage a Contractor with the experience necessary to successfully perform the required services. Offerors will be evaluated based on the Offeror's demonstrated experience and past performance providing watershed planning services, water quality modeling, water quality monitoring, forecasting development and large-scale capital projects, and stakeholder outreach and engagement similar in size and scope as those described in Section B.

In addition, submissions will be evaluated based on references provided by entities the Offeror has provided similar services and the Offeror's past performance of the providing similar services including the quality of service delivery, customer satisfaction, timeliness and quality of deliverables and reports.

D.3.1.2 Project Technical Approach and Methodology (20 Points)

The Department desires that the Offeror have a complete and thorough understanding of the required services, applicable District and federal laws and the District's requirements as described in Section B. Offerors will be evaluated based on the degree the Offeror's demonstrated knowledge and understanding of the District's requirements as well as the Offeror's approach to deliver the required services described in Section B in an efficient, professional manner. Offeror's

Project proposals will be evaluated based on the proposals' description of 1) a clear, logical, and practical approach for developing each project deliverable; 2) anticipated challenges and opportunities that are specific to the District; 3) prior experience encountering and overcoming challenges in conducting large-scale planning efforts; and 4) a demonstrated capability to adapt and adjust project schedules or to bring additional resources to bear as necessary to meet project and regulatory deadlines. Project proposal evaluations will also consider project management systems that describe an organized and practical approach for managing project design schedule, cost, quality assessment, and quality control.

D.3.1.3 Technical Expertise (20 Points)

The Department desires that the Offeror provide personnel with the experience and expertise to provide the required services. Offerors will be evaluated based on 1) the skills and experience of the key personnel to be involved in the project; 2) the overall applicability and relevance of these skills and experience to the project; and 3) a clear and logical organizational structure for project staff.

D.3.2 Price Proposal (20 Points)

Offerors will be required to bid hourly rates listed on the Unit Price Sheet. The Offeror shall provide such pricing information for the base period of performance, years 1, 2, and 3 the two (2) option years.

Each Offeror shall submit a bid form substantially in the form of Attachment A. Material deviations, in the opinion of the Department, from the bid form shall be sufficient to render the proposal non-responsive.

D.3.3 Preference Points

For evaluation purposes, the allowable preferences for this procurement shall be as described in C.1.1.

SECTION E PROPOSAL ORGANIZATION AND SUBMISSION

This section outlines specific information necessary for the proper organization and manner in which Offeror's Proposals should be proffered. References are made to other sections in this RFP for further explanation.

E.1 SUBMISSION IDENTIFICATION

Submissions shall be proffered in an original and six (6) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked:

"Proposal in Response to DCAM-13-NC-0112
Consolidated Total Maximum Daily Load (TMDL)
Implementation Plan and Monitoring Program"

E.2 DELIVERY OR MAILING OF SUBMISSIONS

Submissions should be delivered or mailed to:

Department of General Services
Contracts & Procurement Division
2000 14th Street, NW 8th Floor
Washington, DC 20009
Attention: JW Lanum

E.3 DATE AND TIME FOR RECEIVING SUBMISSIONS

Submissions shall be received no later than 2:00 pm EST, on March 5, 2013. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

E.4 SUBMISSION SIZE AND ORGANIZATION

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Department is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized in the following separate sections:

E.4.1 General Information and Data

Each Offeror shall provide the following information for the prime contractor and its subcontractors, if any.

- (a) Legal Name(s)
- (b) Address(es),

- (c) Role(s) of each firm (including all sub-contractors)
- (d) Company profile(s), including:
 - 1) Age
 - 2) History(ies)
 - 3) Size
- (e) Description of the Offeror's existing workload providing watershed planning; and
- (f) Provide a list of any contracts held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between the contracting entity and the Offeror.

E.4.2 Past Performance and Relevant Experience

Offeror's proposal shall describe your firm's experience on TMDL implementation planning efforts, including watershed planning, water quality modeling, water quality monitoring, forecasting development and large-scale capital projects, and stakeholder outreach and engagement. Proposals shall include the following:

- (a) A list of projects completed by the by the Offeror, Offeror's staff and subcontractors for each of the following.
 - 1) Watershed planning efforts
 - 2) Water quality monitoring efforts
 - 3) Forecasting development and large-scale capital projects
 - 4) Stakeholder outreach and engagement
- (b) References for each project listed in E.4.2 (a) including name, title, phone number, email address, and mailing address for contacts. It is the Offeror's responsibility to confirm the information provided.
- (c) Past Performance Evaluation forms (Attachment G) for at a minimum of one project listed in E.4.2 (a) for
 - 1) the Offeror
 - 2) Offeror's Key staff, and
 - 3) Each Subcontractor to contribute to the performance of required services

E.4.3 Project Technical Approach and Methodology

The Offeror shall provide the following to demonstrate the Offeror's project technical approach and methodology to provide the required services. Offerors shall provide at a minimum the following:

- (a) A detailed Project Proposal that demonstrates the Offeror's understanding of the required services and describes the Offeror's approach to successfully provide the required services and each project deliverable as specified in Sections B.5 and B.6;
- (b) A proposed project schedule for completion and submission of the project

- deliverables specified in Sections B.5 and B.6;
- (c) A discussion of the Offeror's understanding and application of the Applicable Documents listed in Attachment H with regard to providing the required services;
 - (d) A description of anticipated challenges and opportunities specific to the District as well as any past challenges with large-scale planning efforts, how they were overcome and how the challenge informed future work.
 - (e) A description of the Offeror's capability to adapt and adjust project schedules or bring additional resources to bear as necessary to meet project and regulatory deadlines.
 - (f) A description of the system to be used to manage the design schedule, cost, quality assessment, and quality control for the Project.

E.4.4 Project Consultant Team / Technical Expertise

The Offeror shall provide the following to demonstrate the Offeror's technical expertise to provide the required services:

- (a) A list of key personnel to participate in the delivery of the required services described in Section B.
- (b) An organizational chart showing the project manager and key staff that will be committed to this project;
- (c) Offeror and Subcontractor (s), if applicable, current workload;
- (d) Describe the general experiences of your project manager and key staff addressing how each individual's qualifications, skills, and experience relate to the required services and what individual will perform each aspect of the work. Also include the capability to lead multi-disciplinary teams and committees.
- (e) Ability to complete the required services in a compressed timeline should be addressed by listing the major projects the team is currently working on.

E.4.5 Attachments

Each Offeror must complete and submit the following attachments with their technical proposal:

- (a) Disclosure Form (Attachment B)
- (b) The Offeror shall complete and submit a Tax Certification Affidavit (Attachment C). In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.
- (c) First Source Employment Agreement (Attachment F)

E.4.6 Price Proposal

The Offeror shall include the completed bid form substantially in the form of Attachment A.

SECTION F BIDDING PROCEDURES & PROTESTS

F.1 CONTACT INFORMATION

For information regarding this RFP please contact:

Nashid Rasool
Contract Specialist
Department of General Services
Contracts & Procurement Division
2000 14th Street, NW, 8th Floor
Washington, DC 20009
Phone: 202 698-7912
Email: nashid.rasool@dc.gov

Any written questions or inquiries should be sent to Nashid Rasool at nashid.rasool@dc.gov.

F.2 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on February 19, 2013 at 1:00pm EST. The conference will be held at the District's Department of the Environment 1200 First Street, NE, 5th Floor, Washington, DC 20002. Interested Offerors are encouraged to attend.

F.3 EXPLANATIONS TO PROSPECTIVE OFFERORS

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Department that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Nashid Rasool at the email address listed in Section F.1 no later than 4:00pm February 22, 2013. The person making the request shall be responsible for prompt delivery.

F.4 PROTESTS

All protests alleging defects in this solicitation shall be governed by Section 4734 of the Department's Procurement Regulations (27 DCMR § 4734); provide a clear and concise statement of the legal and factual grounds of the protest, including copies of relevant documents, and citations to statutes, regulations or solicitation provisions claimed to be violated; and, be filed in writing with the District of Columbia Contracts Appeals Board ("CAB"), pursuant to title X of the Procurement Practices Reform Act of 2010 ("PPRA") (D.C. Official Code § 2-360.01 *et seq.*). Protests alleging defects in this solicitation, which are apparent prior to bid openings, must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was later incorporated by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, protests shall be filed not later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. To expedite handling of protests, forward courtesy copies of protests to the Department's Chief Contracting Officer ("CCO") with "Protest" labeled on the envelope.

F.5 CONTRACT AWARD

This procurement is being conducted in accordance with the provisions of the Department's Procurement Regulations Title 27 DCMR Chapter 47.

F.6 RETENTION OF SUBMISSIONS

All submissions shall be retained by the Department and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Department and the Department shall the right to distribute or use such information as it determines.

F.7 EXAMINATION OF SUBMISSIONS

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

F.8 LATE SUBMISSIONS: MODIFICATIONS

- (a) Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- (b) Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- (c) The only acceptable evidence to establish the time of receipt at the Department's office is the time-date stamp of such installation on the

submission wrapper or other documentary evidence of receipt maintained by the installation.

- (d) Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Department may be considered at any time it is received and may be accepted.
- (e) Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

F.9 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS

The Department shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

F.10 REJECTION OF SUBMISSIONS

The Department reserves the right, in its sole discretion:

- (a) To cancel this solicitation or reject all submissions.
- (b) To reject submissions that fail to prove the Offeror's responsibility.
- (c) To reject submissions that contain conditions and/or contingencies that in the Department's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- (d) To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- (e) To take any other action within the applicable Procurement Regulations or law.
- (f) To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

F.11 LIMITATION OF AUTHORITY

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

F.12 NON-RESPONSIVE PRICING

In general, the Department will consider a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The

Department reserves the right to deem a proposal non-responsive if Offeror's price is greater than 150% of the independent government estimate.

SECTION G INSURANCE REQUIREMENTS

G.1 REQUIRED INSURANCE

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

- G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Two Million Dollars (\$2,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Two Million Dollars (\$2,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage and must be maintained for a period of at least three (3) years after the contract term.
- G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its contractors and subcontractors at or in connection with the Work.
- G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.
- G.1.4** Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of One Million Dollars (\$1,000,000) for each occurrence for each wrongful act and One Million Dollars (\$1,000,000) from the annual aggregate.

G.2 ADDITIONAL INSURED

Each insurance policy, with the exception of the Workers’ compensation policy, shall be issued in the name of the Contractor and shall name as additional insured parties the Department and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Department.

G.3 WAIVER OF SUBROGATION

All such insurance shall contain a waiver of subrogation against the Department and the District of Columbia, and their respective agents.

G.4 STRENGTH OF INSURER

All insurance shall be placed with insurers with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

Attachment A

Offer Letter and Unit Rate Price Sheet

Attachment A
Offer Letter and Unit Rate Price Sheet

Date

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

Att'n: Mr. Brian J. Hanlon
Director

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

Dear Mr. Hanlon:

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

The Offeror's Bid is as follows:

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

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

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

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

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

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

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

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

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

Sincerely,

By: _____

Name: _____

Its: _____

Attachment A - Offer Letter and Unit Rate Price Sheet

Base Period Year 1, Year 2, and Year 3

CLIN	Description	Price per Unit	Quantity (Minimum)	Minimum Total Price	Quantity (Maximum)	Maximum Total Price
0001	Project Manager	\$ _____ / Per Hour	832	\$ _____	1,969	\$ _____
0002	Water Quality Model expert	\$ _____ / Per Hour	1,549	\$ _____	3,542	\$ _____
0003	Environmental Scientist	\$ _____ / Per Hour	2,213	\$ _____	5,368	\$ _____
0004	Environmental Engineer	\$ _____ / Per Hour	2,213	\$ _____	5,368	\$ _____
0005	Biologist	\$ _____ / Per Hour	686	\$ _____	1,518	\$ _____
0006	Public Outreach Specialist	\$ _____ / Per Hour	431	\$ _____	990	\$ _____
0007	Staff Assistant	\$ _____ / Per Hour	651	\$ _____	1,661	\$ _____
Base Period Year 1, Year 2, and Year 3 Totals				\$ _____		\$ _____

Option Year 1

CLIN	Description	Price per Unit	Quantity (Minimum)	Minimum Total Price	Quantity (Maximum)	Maximum Total Price
0101	Project Manager	\$ _____ / Per Hour	277	\$ _____	656	\$ _____
0102	Water Quality Model expert	\$ _____ / Per Hour	516	\$ _____	1,181	\$ _____
0103	Environmental Scientist	\$ _____ / Per Hour	738	\$ _____	1,789	\$ _____
0104	Environmental Engineer	\$ _____ / Per Hour	738	\$ _____	1,789	\$ _____
0105	Biologist	\$ _____ / Per Hour	229	\$ _____	506	\$ _____
0106	Public Outreach Specialist	\$ _____ / Per Hour	144	\$ _____	330	\$ _____
0107	Staff Assistant	\$ _____ / Per Hour	217	\$ _____	554	\$ _____
Option Year 1 Totals				\$ _____		\$ _____

Option Year 2

CLIN	Description	Price per Unit	Quantity (Minimum)	Minimum Total Price	Quantity (Maximum)	Maximum Total Price
0201	Project Manager	\$ _____ / Per Hour	277	\$ _____	656	\$ _____
0202	Water Quality Model expert	\$ _____ / Per Hour	516	\$ _____	1,181	\$ _____
0203	Environmental Scientist	\$ _____ / Per Hour	738	\$ _____	1,789	\$ _____
0204	Environmental Engineer	\$ _____ / Per Hour	738	\$ _____	1,789	\$ _____
0205	Biologist	\$ _____ / Per Hour	229	\$ _____	506	\$ _____
0206	Public Outreach Specialist	\$ _____ / Per Hour	144	\$ _____	330	\$ _____
0207	Staff Assistant	\$ _____ / Per Hour	217	\$ _____	554	\$ _____
Option Year 2 Totals				\$ _____		\$ _____

Attachment B

Disclosure Statement

Attachment B
Disclosure Statement

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Department of General Services

Brian J. Hanlon	Director
Scott Burrell	Chief Operating Officer
JW Lanum	Associate Director, Contracts and Procurement Division
Camille Sabbakhan	General Counsel
Charles J. Brown, Jr.	Deputy General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

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

Attachment C

Tax Affidavit

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



TAX CERTIFICATION AFFIDAVIT

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

Date

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

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; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used 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. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

Signature of Authorizing Agent

Title

Attachment D

U.S. Department of Labor Wage Rate Determination Schedule

>

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

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 12
Date Of Revision: 06/13/2012

States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

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

01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77

12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning	23.89

Mechanic	
23411 - Heating, Ventilation And Air Contdconditioning	25.17
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01

28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

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

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

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

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

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

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

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

Attachment E

Living Wage Act Notice and Fact Sheet

“THE LIVING WAGE ACT OF 2006”

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

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

The requirement to pay a living wage applies to:

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

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

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

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

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

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

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

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

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

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

To file a complaint contact: Department of Employment Services

Office of Wage-Hour

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

(202) 671-1880



LIVING WAGE ACT FACT SHEET

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

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

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

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

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

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

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

Enforcement

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

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

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

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

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

Attachment F

First Source Employment Agreement



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



Contract Number: _____

Employer Name: _____

Project Contract Amount: _____

Employer Contract Award: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

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

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

II. RECRUITMENT

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

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

III. REFERRAL

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

IV. PLACEMENT

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

V. TRAINING

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

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the

EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
 2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
 - a. Documentation supporting EMPLOYERS good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
 2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
 4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District

residents.

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

IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE

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

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

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

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

XI. SUBCONTRACTOR

- A. Is your firm a subcontractor on this project? YES NO
If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

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

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

CURRENT EMPLOYEES: Please list the names, social security numbers, residency status and ward information of all current employees, including apprentices, trainees, and transfers from other projects, who will be employed on the Project. Attach additional sheets as needed.

NAME OF EMPLOYEE	CURRENT DISTRICT RESIDENT √Please Check	WARD	SOCIAL SECURITY NUMBER REQUIRED
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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.

Attachment G

Past Performance Evaluation Form



**DCAM-13-NC-01112
Attachment G
PAST PERFORMANCE EVALUATION FORM**

Offeror Name: _____

Performance Element (See Description p. 2)	Excellent*	Good	Acceptable	Poor	Unacceptable**
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name of Organization: _____
2. Name & Title of Evaluator: _____
3. Telephone Number of Evaluator: _____
4. E-mail address of Evaluator: _____
5. Signature of Evaluator: _____ Date: _____
6. Describe type of service received: _____
7. Contract Number _____ Contract Amount _____
8. Contract Period of Performance _____

*Remarks on Excellent Performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

** Remarks on Unacceptable Performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformance require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

Please include completed evaluation form in the Offeror's Technical Proposal.

Attachment H
Applicable Documents

B.2 Applicable Documents

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

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

Attachment I

Definitions

B.3 DEFINITIONS

- B.3.1 Adaptive Management** - A management approach that involves monitoring the outcomes of a project or issue and, on the basis of the monitoring, improving the way the project is managed.
- B.3.2 Best Management Practice (BMP)** - Structural or nonstructural practice that minimizes the impact of stormwater runoff on receiving waterbodies and other environmental resources, especially by reducing runoff volume and the pollutant loads carried in that runoff.
- B.3.3 Interim Milestone** – As used in the MS4 Permit an interim milestone is an interim step toward attainment of a WLA that upon incorporation into the permit shall become an enforceable limit or requirement to be achieved by a stated date. A milestone should be expressed in numeric terms, i.e. as a volume reduction, pollutant load, specified implementation action or set of actions or other objective metric, when possible and appropriate.
- B.3.4 Load Reductions** - the reduction in pollutant loading resulting from implementation of a BMP. The reduction may be expressed as a mass (e.g. pounds) or percent from an original load.
- B.3.5 Monitoring** – For the purposes of this project, “monitoring” refers to the combination of BMP information, implementation tracking, water quality sampling, biological sampling, and stream health assessments that shall be used to evaluate progress toward TMDL WLAs and to evaluate overall health of District waterbodies.
- B.3.6 MS4 Permit** - the NPDES permit EPA issued to the District of Columbia on October 7, 2011, which authorizes existing or new storm water discharges from the District of Columbia’s Municipal Separate Storm Sewer System (MS4) to waters of the United States. EPA assigned number **DC0000221** to the District’s permit.
- B.3.7 National Pollutant Discharge Elimination System (NPDES)** - the national system for the issuance of permits under section 402 of the Act and includes any State or interstate program which has been approved by the Administrator, in whole or in part, pursuant to section 402 of the Act. NPDES program authorizes discharges from point sources to waters of United States.
- B.3.8 Numeric Benchmark** – As used in the MS4 Permit a numeric benchmark is a quantifiable goal or target to be used to assess progress toward “milestones” and WLAs, such as a numeric goal for BMP implementation. If a benchmark is not met, the permittee should take appropriate corrective action to improve progress toward meeting milestones or other objectives. Benchmarks are intended as an adaptive management aid and generally are not considered to be enforceable.

- B.3.9** **Pollution** - The man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.
- B.3.10** **Technical Work Group** – The stakeholder group to be convened by DDOE to participate and assist in the development of the Consolidated TMDL Implementation Plan and Revised Monitoring Plan. The Technical Workgroup may be comprised of representatives from federal and District agencies, environmental non-government organizations, and business and development interests. The Technical Workgroup will be expected to meet periodically to review and provide input on key project deliverables as well as overall project progress and direction.
- B.3.11** **Total Maximum Daily Load (TMDL)** – A TMDL is a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet water quality standards, and an allocation of that load among the various sources of that pollutant. Pollutant sources are characterized as either point sources that receive a wasteload allocation (WLA), or nonpoint sources that receive a load allocation (LA).
- B.3.12** **Waste Load Allocation (WLA)** - Amount of pollutant from existing point sources (e.g., sewage treatment plant; industrial facility; stormwater) that a waterbody under a TMDL can receive.