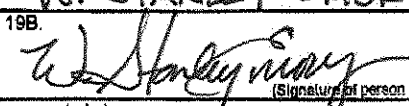
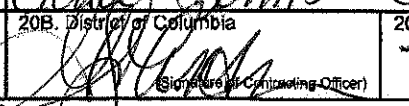


<b>AWARD/CONTRACT</b>		1. Reserved for later use		Page of Pages			
2. Contract Number CW22020		3. Effective Date		1 26			
5. Issued By: Office of Contracting and Procurement Transportation & Specialty Equipment Commodity Group 2000 14 <sup>th</sup> Street, NW 6 <sup>th</sup> Floor Washington, D.C. 20009		Code		6. Administered by (if other than line 5) Department of Public Works Fleet Management Administration 1725 15 <sup>th</sup> Street, N.E. Washington, D.C. 20002			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) ARCADIS U.S., Inc. aka ARCADIS District of Columbia, PC 630 Plaza Drive Suite 100 Highlands Ranch, CO 80129		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other		9. Discount for prompt payment:			
				10. Submit invoices to the Address shown in Section G.2 (2 copies unless otherwise specified)			
11. Ship to/Mark For		Code		12. Payment will be made by			
				Code			
13. Remit Address:				See Section G.2			
				14. Accounting and Appropriation Data ENCUMBRANCE CODE:			
15A. Item	15B. Supplies/Services	15C. Qty.	15D. Unit	15E. Unit Price	15F. Amount		
	Solid Waste Consulting Services						
See Section B.3 - Price Schedule							
Total Not-to Exceed Amount of Contract		\$300,000.00					
16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Contract Form	1	X	I	Contract Clauses	19
X	B	Supplies or Services & Cost/Price	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Services	3	X	J	List of Attachments	25
X	D	Packing and Marking	5				
X	E	Inspection and Acceptance	5	K	Representations, Certifications and Other Statements of Offerors		
X	F	Contract Term	5				
X	G	Contract Administration data	7	L	Instructions, conditions & notices to offerors		
X	H	Special Contract Requirements	11	M	Evaluation factors for award		
Contracting Officer will complete item 17 or 18 as applicable							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return (2) copies to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this Agreement shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, as amended, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is required to sign this document.) Your offer on Solicitation Number DCKT-2009-R-0120 including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) W. STANLEY EMORY, PRESIDENT				20A. Name of Contracting Officer CRAIG J. JOHNSON			
19B.  (Signature of person authorized to sign)		19C. Date Signed 6/19/2013		20B. District of Columbia  (Signature of Contracting Officer)		20C. Date Signed 7/17/13	
*** Government of the District of Columbia				OCP Office of Contracting and Procurement			
DC OCP 201 (7-99)							

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

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Public Works, Solid Waste Management Administration (SWMA), (the “District”) engages the contractor to provide solid waste management consulting services.
- B.2** The District awards a labor-hour contract.
- B.3** The prices stated shall include all items necessary to effectively conduct and complete the required service described in Section C – Work Statement. This includes, but is not limited to, the cost of labor, travel, overhead, administrative charges, taxes, profit, insurance and other expenses.

**B.3.1 BASE YEAR**

<b>CLIN</b>	<b>Item Description</b>	<b>Unit Price/ hour</b>
0001	Labor Category 1: Officer	\$250.00
0002	Labor Category 2: Senior Associate	\$240.00
0003	Labor Category 3: Associate	\$220.00
0004	Labor Category 4: Sr. Project Engineer	\$160.00
0005	Labor Category 5: Project Engineer/Scientist 5	\$156.00
0006	Labor Category 6: Project Engineer/Scientist 3	\$120.00
0007	Labor Category 7: Project Engineer/Scientist 1	\$95.00
0008	Labor Category 8: Admin Tech 6	\$115.00
0009	Labor Category 9: Admin Tech 4	\$90.00
<b>Total Not to Exceed Amount</b>		<b>\$300,000</b>

**B.3.2 OPTION YEAR 1**

<b>CLIN</b>	<b>Item Description</b>	<b>Unit Price/ hour</b>
0001	Labor Category 1: Officer	\$250
0002	Labor Category 2: Senior Associate	\$244.80
0003	Labor Category 3: Associate	\$224.40
0004	Labor Category 4: Sr. Project Engineer	\$163.20
0005	Labor Category 5: Project Engineer/Scientist 5	\$159.12
0006	Labor Category 6: Project Engineer/Scientist 3	\$122.40
0007	Labor Category 7: Project Engineer/Scientist 1	\$96.90
0008	Labor Category 8: Admin Tech 6	\$117.30
0009	Labor Category 9: Admin Tech 4	\$91.80
<b>Total Not to Exceed Amount</b>		<b>\$100,000</b>

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

Mayor Gray's Sustainable DC goal for waste management is to achieve zero waste in 2032 first by producing less waste through reuse, recycling, and composting and then with what waste that remains capturing value from energy production. To achieve this goal the District will rethink its solid waste management program to craft an integrated system that redefines solid waste from a burden that just needs to disappear to a resource with economic, environmental and social value. To determine those values, the District needs to understand exactly what natural and financial capital investments need to be made to sustain the designed system and quantify the benefits that will be realized from its implementation.

The Department of Public Works (DPW) is seeking a solid waste management or engineering consulting firm to develop an evaluation strategy and framework to quantitatively compare the natural and financial capital investments required by three to five alternative integrated solid waste management scenarios (including the current state) that are crafted by the contractor in conjunction with DPW. Each scenario will be designed to meet the zero waste goal and then to capture the energy and imbedded value of the managed material streams. Each scenario and must include waste reduction, recycling, reuse, organics composting and residuals processing components. The contractor will also be required to run each scenario through the designed framework and to comparatively evaluate the results. By quantifying and comparing investments needed for current baseline operations and alternatives, the District will be in a better position to identify impact mitigation, cost savings, value creation and positive environmental justice outcomes.

### **C.2 BACKGROUND**

Approximately 900,000 tons of solid waste is currently managed in the District. DPW manages 500,000 tons through its two transfer stations. Roughly 100,000 additional tons are reported as recycled by commercial haulers, and 300,000 tons of municipal solid wastes (MSW) are processed through private sector transfer stations.

DPW collects 135,000 tons per year of solid waste, including 25,000 tons of recyclables and 8,000 tons of leaves from residential properties. DPW collects an additional 50,000 tons of materials through its street and alley cleaning program and citizen drop-off services. District government agencies and contractors servicing government building dispose of an additional 42,000 tons at the transfer stations.

The District's current strategy relies on contracting for all solid waste disposal, recycling, and composting services. The District exports 225,000 tons of solid waste to the Fairfax County Energy Resource Recovery Facility in Lorton, VA. DPW collected recyclables and organics go to Maryland and Virginia facilities for processing. The total annual cost including transfer station operations is approximately \$20 million. The District's agreement with Fairfax County currently expires on December 31, 2015.

Trash received at the private sector transfer stations, as well as some commercial MSW brought to the District's transfer stations, is currently landfilled in Virginia.

The objectives to be achieved from the project are:

- Meet the zero waste goals of the Mayor's Sustainable DC plan
- Identify how to economically increase the District's recycling diversion rate
- Determine how DC can best capture the economic value and embedded energy of the waste stream that remains until the zero waste goals are achieved
- Identify the optimal set of components to maximize the value of the waste stream while providing economic sustainability over the long term
- Identify whether the District should seek jurisdictional partners for the solid waste management system.

### **C.3 REQUIREMENTS**

#### **C.3.1 The contractor shall:**

- A. The contractor shall define three to five alternative integrated solid waste management scenarios (including the current state) that capture the energy and imbedded value of the managed material streams. Each of these scenarios must include waste reduction, recycling, reuse, organics composting and residuals processing components.
- B. Develop an evaluation strategy and framework to quantitatively compare the investments required by each of these scenarios. The framework will be an analytic model that compares the component physical, natural, and financial requirements for the current MSW management system (the "baseline) and alternatives.
- C. Identify the relevant physical, natural, and financial assets needed for and used by each alternative.
- D. Input the data derived from baseline and alternatives into the analytic framework to determine a basis of comparison and evaluate the results.
- E. Identify any siting, regulatory, institutional and legal requirements for each alternative.
- F. Design the framework of a public participation process and staff and facilitate stakeholder technical workgroup(s) to provide review and input on the project progress and deliverables.

#### **C.3.2 The contractor shall prepare and submit within one week of contract award a draft project schedule outlining the tasks to be performed and milestone dates. The project schedule will detail the approach and methodology for performing services, including the objectives and data needs. The project schedule shall include key project tasks and milestones including:**

- A detailed approach and schedule that complies with the schedule required by DPW
- A project management section, including the task leaders and quality assurance procedures
- A project team organized by task
- An example progress report.

- C.3.3 The contractor shall submit the draft project schedule to the CA for review and comment. Upon receipt of comments from the CA, the contractor shall finalize the project schedule within five (5) business days and submit the final project schedule to the CA. The contractor shall update the project schedule as needed during the project and provide the updates to the CA.
- C.3.4 The contractor shall submit progress reports, to the CA, on a monthly basis.
- C.3.5 The contractor shall meet with the CA and DPW management staff on a monthly basis to review status, deliverables (including any drafts), scheduling issues and corrective measures, and other matters that must be addressed to ensure smooth delivery of the project.
- C.3.6 Within 270 days after contract award, the contractor shall submit a final report including, but not limited to: results of evaluation of each alternative and any identified siting, regulatory, institutional and legal requirements for each alternative.
- C.3.7 After submission of the final report, the District may require the contractor to provide additional consulting services, such as participating in public or stakeholder workgroups, on an as needed basis.

## **SECTION D: PACKAGING AND MARKING**

**Not Applicable**

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1 The inspection and acceptance requirements for this contract shall be governed by clause number 6, Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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

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

The term of the contract shall be for a period of one year from date of award specified on the cover page of this contract.

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

- F.2.1 The District may extend the term of this contract for a period of one (1) one-year option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires.

The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed two (2) years.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>SOW Section</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
C.3.2	Draft project Schedule plan	1	Electronic and Hard Copy to CA	Within 1 week after contract award
C.3.3	Final project Schedule plan	1	Electronic and Hard Copy to CA	Within 2 weeks after contract award
C.3.1 A.	Three to five alternative integrated solid waste management scenarios that are consistent with the Mayor's zero waste goals.	1	Electronic and Hard Copy to CA	90 days after award
C.3.1. B	Evaluation strategy and framework to quantitatively compare the investments required by each of these alternatives	1	Electronic and Hard Copy to CA	120 days after award
C.3.1.C	Relevant physical, natural, and financial assets needed for and used by each alternative	1	Electronic and Hard Copy to CA	150 days after award
C.3.1.D	Outcome resulting from the run of each alternative through the quantitative framework.	1	Electronic and Hard Copy to CA	180 days after award
C.3.1.D, F and C.3.6	Evaluation of the results and final report	1	Electronic and Hard Copy to CA	270 days after award
C.3.1.E and C.3.6	Siting, regulatory, institutional and legal requirements for each alternative	1	Electronic and Hard Copy to CA	270 days after award

- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Attn: Accounts Payable  
Office of the Controller/Agency CFO  
2000 14th Street, NW, 6<sup>th</sup> Floor  
Washington, DC 20009

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

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

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

**G.2.2.8** Authorized signature.

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

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

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

### **G.4 PAYMENT**

The District will pay the contractor for actual hours worked at the rates in section B.3 Price Schedule after:

- a) receipt and acceptance of each deliverable, and
- b) receipt of proper invoice.

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

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

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

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

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

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

**G.6.1 Interest Penalties to Contractors**



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

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

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

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

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

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

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

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

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

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a

party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

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

**G.7 CONTRACTING OFFICER (CO)**

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

Gena Johnson  
Contracting Officer  
Office of Contracting and Procurement  
2000 14<sup>th</sup> Street, NW. 6<sup>th</sup> Floor  
Washington, DC 20009  
(202) 671-2205 (phone)  
(202) 671-0629 (fax)

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9 CONTRACT ADMINISTRATOR (CA)**

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Hallie Clemm  
2750 South Capitol Street, S.E  
Washington, DC 20032  
Telephone (202) 645-5141

**G.9.3** The CA shall NOT have the authority to:

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

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

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

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

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

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES

shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

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

The Contractor shall be bound by the Wage Determination No: 2005-2103, Revision No.: 12, dated 6/13/12, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

## **H.3 PUBLICITY**

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

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

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

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

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

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

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

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

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

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

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

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

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

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

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

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**