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

- B.1 The District of Columbia Government, Office of Deputy Mayor for Planning and Economic Development (DMPED), (the "District") engages Strategic Impact Advisors, LLC, (hereinafter the "Contractor") to provide an Enhanced Comprehension of the Real Estate Market in Washington, DC and Surrounding Jurisdictions.
- **B.2** The District awards a labor hour contract for a period of one year from the date of award with two (2) one-year options for the requirements stated in the schedule below.

# **B.3** PRICE SCHEDULE – LABOR HOUR

#### **B.3.1 BASE YEAR**

Contract Line Item No. (CLIN)	Item Description	Hourly Labor Rate	Total Estimated Hours	Total Estimated Price
0001	Great Streets Grants (C.3.2)		ALCO PRINCIPLE	
0001A	Ph.D. Economist / Project Manager, Dr. Massoud Ahmadi	\$150.00	12.5	\$1,875.00
0001B	Economic Development Analyst, Hamilton McNutt / Jordan Weinstock	\$ 90.00	37.5	\$3,375.00
	Subtotal CLIN 0001			\$5,250.00
0002	<b>Business Grants (C.3.3)</b>	Patel Ma		
0002A	Ph.D. Economist / Project Manager, Dr. Massoud Ahmadi	\$150.00	25	\$3,750.00
0002B	Economic Development Analyst, Hamilton McNutt / Jordan Weinstock	\$ 90.00	50	\$4,500.00
	Subtotal CLIN 0002			\$8,250.00
0003	Real Estate Projects (C.3.4)	Parting 198		
0003A	Ph.D. Economist / Project Manager, Dr. Massoud Ahmadi	\$150.00	100	\$15,000.00
0003B	Economic Development Analyst, Hamilton McNutt / Jordan Weinstock	\$ 90.00	200	\$18,000.00
	Subtotal CLIN 0003			\$33,000.00
0004	Affordable Housing Projects (C.3.5)			
0004A	Ph.D. Economist / Project Manager, Dr. Massoud Ahmadi	\$150.00	75	\$11,250.00
0004B	Economic Development Analyst, Hamilton McNutt / Jordan Weinstock	\$ 90.00	225	\$20,250.00
AS II U I'GII I'II	Subtotal CLIN 0004	TALL EGG		\$31,500.00

<b>Total Estimated</b>		
Labor Price		\$78,000.00

**B.3.2 OPTION YEAR ONE** (The specific level of effort, scope and estimated price can't be determined until the previous contract term has ended, therefore only labor categories, and/or staff and hourly labor rates are hereby specified)

Contract Line	Labor Category/Staff	<b>Hourly Labor Rate</b>
Item No.		
(CLIN)		
1001	Ph.D. Economist / Project Manager, Dr.	\$154.50
	Massoud Ahmadi	
1002	Economic Development Analyst, Hamilton	\$92.70
	McNutt	
1003	Economic Development Analyst, Jordan	\$92.70
	Weinstock	

**B.3.3 OPTION YEAR TWO** (The specific level of effort, scope and estimated price can't be determined until the previous contract term has ended, therefore only labor categories, and/or staff and hourly labor rates are hereby specified)

Contract Line Item No. (CLIN)	Labor Category/Staff	Hourly Labor Rate
2001	Ph.D. Economist / Project Manager, Dr. Massoud Ahmadi	\$159.14
2002	Economic Development Analyst, Hamilton McNutt	\$95.48
2003	Economic Development Analyst, Jordan Weinstock	\$95.48

#### SECTION C: SPECIFICATIONS/WORK STATEMENT

#### C.1 SCOPE

The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED) has a requirement for an enhanced comprehension of the real estate market in Washington, DC and surrounding jurisdictions in order to make data-driven decisions relative to future development.

# **C.1.1** Applicable Documents

Reserved

#### C.1.2 Definitions

**Economic Impact Model:** Economic input-output model used for analysis and evaluation of government projects.

Great Street's Grants: Small business capital improvement grants for small business owners with locations along the Great Streets corridors.

Competitive Grants Initiative: DMPED initiative to provide business development grants to small businesses in the District of Columbia.

**Business Development Team:** Unit within DMPED responsible for business attraction and retention in the District of Columbia.

Real Estate Projects: All of DMPED completed, under construction and upcoming groundbreaking real estate projects in the District of Columbia.

## C.2 BACKGROUND

The Government of the District of Columbia saw the need to create economic performance metrics for DMPED projects and conduct analysis of data to better allocate government resources to achieve optimal economic impact.

## C.3 REQUIREMENTS

- **C.3.1** The Contractor shall provide research and analysis services to the District by creating economic performance metrics for DMPED projects, establishing secondary revenue impacts, mining data, and analyzing regulatory impacts on DMPED projects and the development climate in the District.
- C.3.2 The Contractor shall apply the Economic Impact Model to evaluate the revenue and economic impact of Great Street's grants given to small businesses in the District. The Contractor shall utilize the model to evaluate the application of twenty to fifty business grants.
- **C.3.3** The Contractor shall apply the Economic Impact Model to DMPED's Competitive Grants Initiative. Utilizing the model, the Contractor shall evaluate twenty to fifty grant applications. The analysis shall help DMPED's Business Development team better allocate government

resources and identify most impactful investments to achieve optimal economic impact in the District.

- **C.3.4** The Contractor shall re-evaluate the revenue and job creation impact of approximately two-hundred (200) real estate projects in the District. This re-evaluation shall assist DMPED in making data-driven decisions relative to future real estate development.
- **C.3.5** The Contractor shall evaluate the economic impact of approximately hundred and fifty (150) affordable housing projects in the District.

# SECTION D: PACKAGING AND MARKING

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

# SECTION E: INSPECTION AND ACCEPTANCE

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

#### 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 two (2) one-year option periods, 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 three (3) 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:

CLIN	Deliverable	Quantity	Format and Method of Delivery	Due Date
0001	Completed evaluation of DMPED's Competitive Grants initiative as stated in C.3.2.	20-25 grants	Excel Spreadsheet - Electronically	To be agreed upon by DMPED and the contractor
0002	Completed analysis of twenty five to fifty business grants as stated in C.3.3	25-50 grants	Excel Spreadsheet - Electronically	To be agreed upon by DMPED and the contractor
0003	Completed revision of DMPED's real estate projects as stated in C.3.4.	200 projects	Excel Spreadsheet - Electronically	To be agreed upon by DMPED and the contractor

0004	Completed evaluation of	150	Excel Spreadsheet -	To be agreed
	District's affordable	projects	Electronically	upon by
	housing projects as			DMPED and
	stated in C.3.5.			the contractor

**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 as specified in Section G.2.2 on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared and emailed to: <a href="mailto:dmpedinvoices@dc.gov">dmpedinvoices@dc.gov</a>.
- **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.

#### G4 PAYMENT

#### **G.4.1** Partial Payments

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:

"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."; and

c) Presentation of a properly executed 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:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director, Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1100 4<sup>th</sup> Street, S.W., Suite E500
Washington, D.C. 20024
Telephone (202) 724-8111
Email: jacque.mcdonald@dc.gov

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

- **G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- **G.8.2** The 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 ADMINSTRATOR (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.9.1.2Coordinating 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:

TBD
Office of the Deputy Mayor for Planning and Economic Development 1350 Pennsylvania Avenue, NW, Suite 317
Washington, D.C. 20004
Phone: 202-727-6365

- **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.

#### G.10 HOURLY RATE CEILING

- **G.10.1** The ceilings for specified hourly rate items are set forth in Section B.3., CLINs 0001, 0002, 0003 and 0004.
- G.10.2 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District for these hourly rate items shall not exceed the ceilings specified in Sections B.3, CLINs 0001, 0002, 0003 and 0004.
- **G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract for these hourly rate items and to meet all obligations under this contract within the hourly rate ceilings.
- G.10.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the hourly rate items of this contract will be either greater or substantially less than the hourly rate ceilings.

- **G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of the hourly rate items of this contract.
- G. 10.6 The District is not obligated to reimburse the Contractor for hourly rates incurred in excess of the hourly rate ceilings specified in Sections B.3, CLINs 0001, 0002, 0003 and 0004, and the Contractor is not obligated to continue providing hourly rate items under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, CLINs 0001, 0002, 0003 and 0004, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings for the hourly rate items in this contract.
- G. 10.7 No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 10.8 If any hourly rate ceiling specified in Sections B.3, CLINs 0001, 0002, 0003 or 0004 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- **G. 10.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceilings specified in Sections B.3, CLINs 0001, 0002, 0003 and 0004, unless the change order specifically increases the hourly rate ceilings.

# 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. 14, dated July 25, 2014, 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 \$300,000, 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

- H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 et seq.) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- **H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- **H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- **H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- **H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- **H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*.
- **H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
  - (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and (10) Contracts or other agreements between managed care organizations and the Health Care
- Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- **H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

#### H.9 DISTRICT RESPONSIBILITIES

The District will provide the Contractor information related to real estate projects, affordable housing projects and business grants needed for evaluation and analysis.

# SECTION I: CONTRACT CLAUSES

#### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to <a href="www.ocp.dc.gov">www.ocp.dc.gov</a>, click on Required Solicitation Documents under the heading "Quick Links for Vendors", then click on "Standard Contract Provisions – Supplies and Services Contracts".

#### I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

#### I.3 CONFIDENTIALITY OF INFORMATION

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

#### I.4 TIME

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

#### I.5 RIGHTS IN DATA

- **I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- 1.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- 1.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- **I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- 1.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- **I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- **I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- **I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
  - (i) the data is marked by the Contractor with the following legend:

#### RESTRICTED RIGHTS LEGEND

Use,	duplication,	or	disclosure	is	subject	to	restrictions	stated	in	Contract
No			with	(C	ontractor	's N	ame); and			

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- **I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

- **I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- **I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

# I.6 OTHER CONTRACTORS

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

#### I.7 SUBCONTRACTS

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

#### I.8 INSURANCE

- GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the A. entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
  - 1. <u>Commercial General Liability Insurance</u>. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury;

contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

- 2. <u>Automobile Liability Insurance</u>. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- 3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
  - Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- 4. <u>Umbrella or Excess Liability Insurance.</u> The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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

Office of the Deputy Mayor for Planning and Economic Development Office of Contracts, Procurement and Grants 1100 4<sup>th</sup> Street SW, Suite E500 Washington, DC 20024

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

# I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

#### I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this solicitation will contain the following clause:

#### ORDER OF PRECEDENCE

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

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

# I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand

against the District until approved by the Council of the District of Columbia and signed by the CO.

# I.12 GOVERNING LAW

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

# **SECTION J: ATTACHMENTS**

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

Attachment Number	Document				
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="https://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents" under Quick Links for Vendors				
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Rev. 14, dated July 25, 2014				
J.3	Reserved				
J.4	Reserved				
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (2014) available at <a href="https://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents" under Quick Links for Vendors				
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2014) available at <a href="https://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Required Solicitation Documents" under Quick Links for Vendors				
J.7	Strategic Impact Advisors, LLC, Technical and Price Proposals, dated December 7, 2014, and Email Statement of Hourly Labor Rates for the Base and Option Years One and Two, dated December 10, 2014.				

# Reid, Lindel (EOM)

From:

Massoud Ahmadi <mahmadi@siaedge.com>

Sent:

Wednesday, December 10, 2014 11:12 AM

To:

Reid, Lindel (EOM)

Subject:

Re: District of Columbia's Solicitation, DCEB-2015-R-2003

Dear Mr. Reid,

It was nice speaking with you today. Below please find the hourly wage rates for the SIA staff. Essentially, for the Sr. Economist (Massoud Ahmadi) we will start at \$150.00 in year one and increase it to \$154.5 and \$159.14 in years two and three, respectively. For the Research Analysts (Hamilton McNutt and Jordan Weinstock) we will start at \$90 in year one and increase it to \$92.7 in year 2 and \$95.48 in year 3.

We will respond to your second question on Workers Compensation and Employers' Liability coverage shortly. Thank you.

#### Massoud Ahmadi

		Wage Rates				
Name	Title	Year 1	Year 2	Year 3		
Massoud Ahmadi	Sr. Economist	\$150,00	\$154.50	\$159.14		
Hamilton McNutt	Research Analyst	\$90.00	\$92,70	\$95.48		
Jordan Weinstock	Research Analyst	\$90.00	\$92,70	595.48		

On Wed, Dec 10, 2014 at 9:42 AM, Reid, Lindel (EOM) < lindel.reid@dc.gov > wrote:

Dr. Ahmadi,

In addition to the below request, the Certificate of Liability Insurance that you provided does not include the required Workers Compensation and Employers' Liability coverage, nor does it provide a waiver of subrogation. When these items have been addressed, I will send you the proposed contract for review and signature.

Thank you,

Lindel

From: Reid, Lindel (EOM)

Sent: Wednesday, December 10, 2014 9:23 AM

To: 'Massoud Ahmadi'

Subject: RE: District of Columbia's Solicitation, DCEB-2015-R-2003



Massoud Ahmadi, Ph.D. Sr. Vice President Strategic Impact Advisors 6511 Griffith Road Laytonsville, MD 20882

[mobile] 301.523.2796 [twitter] ahmadi\_sia [skype] talivia11 [web] siaedge.com

Solicitation: DCEB-2015-R-2003

# Price Proposal: Submitted Dec 7, 2014

Based on our prior experience in compiling data and analyzing projects using the input-output models and the EIM, the number of hours to formulate, run and generate a report for a project will range from a low of 1.5 hours for a typical business grant or real estate development project to 2.0 hours for an affordable housing project or a Great Streets project. As a result, the total number of hours that we anticipate to spend on these projects will range from 670 hours to 725 hours. The range is based on the lower-end and upper-end number of Great Streets Grants and Business Grants. The total cost of completing these projects, will be between \$72,000 (considering lower end of the Great Streets and Business Grants projects) and \$78,000 (considering upper end of the Great Streets and Business Grants projects).

Exhibit 1. SIA Staff Assignment and Costs for Analysis of the District's Economic Development Projects

CLIN	001	002	003	004	
Deliverable	Great Streets Grants	Business Grants	Real Estate Projects	Affordable Housing Projects	All Projects
Number of Projects	20-25	20-50	200	150	390-425
Ph.D. Economist					
Hourly Rate	\$150	\$150	\$150	\$150	\$150
Number of Hours per Project	0.5	0.5	0.5	0.5	
Sub-Total Number of Hours	10.0 - 12.5	10.0 - 25.0	100.0	75.0	195.0 - 212.5
Sub-Total Cost	\$1,500 - \$1,875	\$1,500 - \$3,750	\$15,000	\$11,250	\$29,250 - \$31,875
Economic Development Analyst					
Hourly Rate	\$90	\$90	\$90	\$90	\$90
Number of Hours per Project	1.5	1.0	1.0	1.5	
Sub-Total Number of Hours	30.0 - 37.5	20 - 50	200	225	475 - 512.5
Sub-Total Cost	\$2,700 - \$3,375	\$1,800 - \$4,500	\$18,000	\$20,250	\$42,750 - \$46,125
Total Staff					
Total Number of Hours	40.0 - 50.0	30.0 - 75.0	300.0	300.0	670.0 - 725.0
Total Cost	\$4,200 - \$5,250	\$3,300 - \$8,250	\$33,000	\$31,500	\$72,000 - \$78,000

Note: All reports will be submitted electronically in an Excel spreadsheet format

# **Payment Terms:**

- 1. The contracted price for evaluation of the projects identified in Exhibit 1 will not exceed \$78,000.
- 2. The District will identify and request at least 90 projects evaluations per quarter by SIA from the pool of 390 to 425 projects identified in Exhibit 1.
- 3. SIA will invoice the District on a monthly basis for the completed projects at the rates set forth in Exhibit 1.
- 4. SIA will perform additional economic analysis beyond the projects identified in Exhibit 1 at the contracted hourly rates upon written request by the District and agreement of SIA.



Massoud Ahmadi, Ph.D. Sr. Vice President Strategic Impact Advisors 6511 Griffith Road Laytonsville, MD 20882

[mobile] 301.523.2796 [twitter] ahmadi\_sia [skype] talivia11 [web] siaedge.com

Solicitation: DCEB-2015-R-2003

Technical Proposal: Submitted Dec 7, 2014

The Government of the District of Columbia (the District) is seeking to enhance its comprehension of the real estate market in Washington, D.C. and surrounding jurisdictions in order to make data-driven decisions relative to future development. More specifically, the District wishes to create economic performance metrics for DMPED projects and conduct analysis of the data to better allocate government resources to achieve optimal economic impact. This task requires research and analysis services in order to establish direct and secondary revenue impacts of projects, mining data, and analyzing regulatory impacts on DMPED projects and the development climate in the District.

# Methodology

Dr. Massoud Ahmadi, Senior Vice President of Strategic Impact Advisors (SIA), is the developer of the District's Economic Impact Model (EIM). The model is a highly customized software that incorporates the district's economic and fiscal policy structures. An important feature of the model is a contemporary input-output model of the District that allows estimation of the direct, indirect and induced economic impacts resulting from a project or initiative. The input-output model describes flows to and from industries and institutions within the District. Dr. Ahmadi has successfully applied EIM to many projects and initiatives in the District, including the District's five-year economic development strategy as well as the District's economic strategy for the *Creative Sector*. The EIM consists of three interdependent modules: 1) Data Input module; 2) Analysis module; and 3) Reporting module.

The *Data Input Module* includes an interface that divides the program activity data into four areas: 1) commercial/industrial development; 2) residential development; 3) tourism development; and 4) public incentives.

• The commercial/industrial development involves activities associated with retention, expansion or attraction of businesses. Data from these activities will be used to assess the economic impact of business development initiatives during both the construction phase and normal, on-going business operations.

- The residential development involves the provision of single-family or multifamily residential housing units. Information from residential development activities will provide the necessary input to the *Analysis Module* in order to estimate the economic impacts from construction and annual operations of single family and multifamily structures.
- Tourism development category includes both business and recreational travel. Data from this category allows us to measure the economic impact of tourism-related activities, such as the museums, sporting events, festivals, etc.
- The public incentives category helps us define the mix of public costs associated with a project. These costs may include grants, loans, transportation access improvements, and other public spending associated with population growth.

We designed the *Analysis Module* to estimate direct and secondary economic and fiscal benefits from implementation of projects and activities, during both construction period and annual, ongoing operations. These benefits include full-time equivalent jobs, payroll and benefits, gross expenditures, and a variety of local tax receipts including the following District taxes: retail sales tax, personal income tax, hotel room tax, restaurant meal tax, admissions tax, electricity tax, gas tax, telecommunications tax, real property tax and personal property tax. This module also measures public service delivery costs resulting from activity-induced population growth as well as the opportunity costs of public incentives. The analysis module measures the return on public sector investments which enables SIA to conduct a variety of what if analyses.

The *Reporting Module* produces presentation quality charts, graphs, and summary reporting. It allows us to produce executive summary reports by Ward, by industry type, and by period. We will provide the reports electronically in an Excel spreadsheet format.

# **Deliverables**

SIA will compile and organize data related to the District's real estate projects, affordable housing projects and business grants in order to assess economic and fiscal impacts as well as the return on investment of the District's public and private sector initiatives. In addition, SIA will establish benchmarks for measuring progress toward District's established goals and rank/compare competing projects against those benchmarks. More specifically, SIA will deliver the following:

- 1. Completed evaluation of 20 to 25 Great Streets grants, including the estimation of tax revenues and economic impacts (jobs, income and gross sales), using the EIM. The evaluations will be transmitted electronically via an Excel spreadsheet.
- 2. Completed analysis of 20 to 50 DMPED's Business Grants applications using the EIM in order to assist DMPED's Business Development team to better allocate government

- resources and identify most impactful investments to achieve optimal economic impact in the District. The evaluations will be transmitted electronically via an Excel spreadsheet.
- 3. Completed re-evaluation of revenue and job creation impact of 200 real estate projects in the District using the EIM. This re-evaluation will assist DMPED in making data-driven decisions relative to future real estate development. The re-evaluations will be transmitted electronically via an Excel spreadsheet.
- 4. Completed evaluation of the economic impact of 150 affordable housing projects in the District using the EIM. The evaluations will be transmitted electronically via an Excel spreadsheet.

# **Skill Requirements**

The analysis of the District projects, as shown in the deliverables section above, requires the expertise of a lead Ph.D. economist. Another SIA analyst with at least six years of analytical skills in economic development projects and data management will assist in the analysis of the aforementioned projects. Dr. Ahmadi will manage all phases of this project, including communication with the DMPED staff, data mining, analysis, and reporting. No portion of this effort will be subcontracted.

**Mr. Jordan Weinstock** has more than 30-years experience in the telecommunications sector with a focus on bringing improved technologies and services to emerging markets and underserved populations. He specializes in mobile banking applications and business models and has led mobile banking projects in West Africa, Indonesia, Haiti, and Afghanistan. Jordan's focus has been the expansion of telecommunications and financial services in both emerging and developed markets and the application of communications technology to address a range of development and business challenges, including financial access.

When Jordan started working in the sector, governments owned telephone companies, international calls were \$9 per minute, and only the very rich had a mobile telephone. On a recent trip to Malawi, Jordan had a video call via skype with his two boys, exchanged mobile telephone numbers with several maize farmers, withdrew local currency from an ATM, and repaid a colleague using mobile money. He believes in the promise of mobile technologies and its ability to empower all segments of society.

Prior to joining SIA, Jordan held senior positions at Booz Allen Hamilton and BearingPoint. His initial exposure to telecommunications was as a Loan Officer with U.S. Rural Telephone Bank, an organization responsible for bringing universal telecommunications service to rural areas of the United States.

Over his career, he has supported a wide range of industry, non-profit, and government clients providing business strategy, market analysis, regulatory reviews, new product introduction options, pricing strategies, marketing programs, feasibility studies, and technology assessments. Jordan has a BS in Finance from the University of Virginia and an MBA from The George Washington University.

# Frank Hamilton McNutt

2907 Sherman Ave. NW Washington, DC 20001 | 919-824-2535 | HamiltonMcNutt@gmail.com

Hamilton is a personable and highly motivated enthusiast of all things digital payments. Hamilton has global experience in conducting market assessments, analyzing digital payment products, developing toolkits and resources, overseeing research, and facilitating workshops/trainings all with a focus around digital payments and its ability to transform the way transactions are made while providing an on-ramp for the poor to access financial services never before available to them.

#### **PROFESSIONAL EXPERIENCE**

NetHope Payment Innovations Program Manager (December 2011- Present)

Washington, DC/Global

- Co-wrote and developed key tools for the NetHope Payment Innovations Journey from Cash to Electronic Payments Toolkit, which provides resources and tools that helps USAID implementing partners make a transition to digital payments in its programs and operations.
- Facilitated a series of webinars focused on bringing lessons from digital payment service providers and NGOs who have utilized digital payment products in the field
- Managed a grant facility funded by Visa Inc. that encourages NGOs to digitize their payment streams
- Developed a research paper meant to assist USAID implementing partners assess and mitigate risks associated with the use of specific electronic payment types in the field
- Lead a working group consisting of 12 NGOs focused on educating others on digital payments as well as consolidating lessons learned on applications of digital payments in the field
- Conducted and wrote mobile financial services market assessments and case studies in Tanzania and Uganda
- Developed curriculum and lead workshops in Tanzania and Uganda with over 180 participants total focused on educating local USAID implementing partners on digital payment opportunities available in their market
- Co-wrote initial concept for the Better Than Cash Alliance alongside the Mobile Solutions Division (now digital finance) at USAID
- Managed the administrative and financial reporting responsibilities for this USAID project

NetHope Payment Innovations, eMITRA: Indonesia Program Manager (July 2012- Present)

DC/Indonesia

- Contributed to program design and budget development for this 3 year 3 million dollar USAID project
- Established metrics and developed a dashboard to track program indicators indicative of mobile money uptake
- Developed market survey aimed to analyze potential pilot activities and set criteria to better steer the selection of deployments aimed at scaling mobile money in Indonesia
- Engaged NetHope member organizations to explore potential partnerships in country around digital payments
- Designed and implemented research and technical assistance activities focusing on agent network development and core business strategies around a mobile financial services product with two key partner banks
- Oversaw research done on financial habits of potential mobile financial service products consumers
- Oversaw research on the role retailer supply chains can play in the mobile financial services ecosystem
- Managed the administrative and financial reporting responsibilities for this USAID project

Solimar International Enterprise Development Specialist (January 2010- November 2011)

Bolivia

- Strengthened local municipal governments' capacities to promote and incentivize good business practices
- Developed and managed the monitoring and evaluation tools for conservation and economic project indicators and worked with local stakeholders in keeping track of target results
- Improved ten small business's revenue stream by an average of 15% through the implementation of a certification program focused on improving best practices
- Attributed to over \$20,000.00 in new wages for the region of Rurrenabaque, Bolivia
- Helped to improve the environmental management of over 60,000 hectares of protected area
- Launched new website for small business managing the process from functionality requirements and content design to improved navigation and aesthetics
- Managed the administrative and financial reporting responsibilities for this USAID project

- Managed on the ground project activities through realistic work plans, budgets, and tracked progress through monitoring and evaluation tools
- Business plan development and implementation for 3 brand new small enterprises
- Trained 7 entrepreneurs in managing small business operations and business plan development
- Cultivated strategic partnerships with government ministry officials and participated in the development of new environmental regulations for protected areas
- Orchestrated over \$500,000 in potential private investment directed towards property development
- Managed the administrative and financial reporting responsibilities for this USAID project
- Contracted and managed teams of up to eight staff members at a time

#### Alexius International Fellow (July 2007-December 2007)

#### Washington DC/Guatemala

- Developed documentaries and filmed interviews that promoted the company's activities and successes
- Wrote Monthly, Quarterly, and Annual reports summarizing project activities
- Implemented online marketing strategy and developed new content for company website

## DCPS DC Teaching Fellows Special Education Teacher (June 2004-June 2007)

Washington, DC

- Developed and organized school wide programs aimed at improving behavioral issues
- Created customized work plans for each student, and implemented them in a highly complex learning environment
- Worked with parents and community to create an atmosphere more conducive to learning for my students

## RESEARCH, ASSESSMENTS AND OTHER RESOURCES

- Making the Journey from Cash to Electronic Payments: A Toolkit of Guidance and Resources (http://bit.ly/1sEbjcm)
- Standards and practices report on the different types of risk associated with digital payments vs. physical cash (http://bit.ly/1qQkF6x)
- Uganda Market Assessment and Case Studies (<a href="http://bit.ly/1qQn4y5">http://bit.ly/1qQn4y5</a>)
- Tanzania Market Assessment and Case Studies (<a href="http://bit.ly/1m9sDqi">http://bit.ly/1m9sDqi</a>)
- Webinars (<u>http://bit.ly/1vxyFlC</u>)

#### **EDUCATION**

University of North Carolina at Chapel Hill Bachelor of Science, Economics and a Minor in History, May 2004 Trinity University, Masters in the Arts of Teaching-MAT, May 2006

#### **LANGUAGES**

English and Spanish: fluent in speech, reading and writing

#### **TECHNICAL SKILLS**

Microsoft Office, Joomla CMS, Basecamp, Cisco WebEx

# MASSOUD AHMADI

6511 Griffith Road Laytonsville, Maryland 20882

(301) 523-2796 (Cell) mahmadi@siaedge.com

#### **EDUCATION**

Ph.D. in economics with concentrations in public finance and economic development, American University, Washington, D.C., 1983. BA in economics and statistics from the National University of Iran.

#### **EXPERIENCE**

Senior Vice President, Strategic Impact Advisors, October 2014 - Present Directs economics practice. Evaluates the feasibility of introducing mobile money projects in developing countries. Measures the potential impact of these projects on economic growth, output, employment and wages. Develops and deploys U.S.-based and international cost-benefit models. Conducts organizational, consumer and wage surveys.

Assistant Research Professor, The George Washington University School of Business, June 2013 – July 2014

Developed and deployed economic impact models and provided consulting services to the District of Columbia's Office of the Deputy Mayor for Planning and Economic Development. Lectured on the use and application of cost-benefit analysis models. Measured employment, wages, and economic impact of Creative Economy sectors which formed the basis for the District's five-year economic development plan.

**Director, Office of Policy, Planning and Research,** Maryland Department of Housing and Community Development, June 2003 - Present.

Developed database and marketing models, housing market indices, consumer surveys, forecasting models, periodic and ad-hoc publications, prepared federal legislative priorities for Maryland's congressional delegation, provided analytical reports for the Maryland Housing Policy Commission, and testified on behalf of the Department at various legislative hearings. Developed and deployed several analytical models including the Department's housing economics database, *Resource Allocation Model* (RAM-DHCD), financial optimization models for community development and CDA loans, and the nationally award winning strategic marketing plan for identifying underserved jurisdictions that posses the greatest potential for homeownership growth. Periodic Research publications include the nationally award winning *Blueprint Maryland*, the State's monthly housing economy review, *Maryland Mortgage Program* monthly performance report, quarterly foreclosure reports, annual economic impact of DHCD financial activities, and two major policy analysis reports for the Housing Policy Commission.

Executive Manager, Business Research and Analysis, Division of Business Development, Maryland Department of Business and Economic Development, November 2000 – June 2003.

Development and maintained various State and local Resource Allocation Models, including an interactive financial impact model for the Maryland State Highway Administration, performed economic/fiscal impact studies, conducted in-depth industry and business climate studies, produced Business Research Quarterly and Monthly Employment Reports, and maintained Directory of Web Resources and other detailed time-series databases. Provided technical assistance and economic consulting services to other state and local government agencies, the Governor's Office and the state legislature. Conducted the financial analysis of introducing Video Lottery Terminal Venues at race tracks in Maryland and presented a testimony regarding their economic impact at a State legislative hearing.

Manager, Economic Research Unit, Office of Business and Economic Research, Department of Business and Economic Development, December 1995 – November 2000.

Developed and maintained the nationally award winning *Resource Allocation Model* for the Department, local governments, Port of Baltimore, and Baltimore-Washington International Airport. Developed and supervised the Department's first interactive economic and demographics database, supervised production of monthly, quarterly and annual economic publications, and produced a major market feasibility/economic impact study on the implications of introducing casino style gambling in Maryland for the Task Force on Casino Gambling in Maryland.

**Senior Economist**, Office of Research, Maryland Department of Economic and Employment Development, 217 East Redwood St., Baltimore, Maryland 21202. August 1985 – December 1995.

Principal Investigator conducting ongoing economic impact studies. Developed Maryland's first multiregional and environmental impact models. These models provided a laboratory setting to assess both regional and interregional economic impacts and projections of alternative policy actions. Conducted economic/fiscal analyses of legislative proposals and represented the Department at various Commissions and Committee hearings dealing with Clean Air Act, Clean Water Reauthorization, electricity generation, electric vehicles, etc.

Assistant Professor and Academic Director, Department of Economics and Washington Semester and Study Abroad Programs, The American University, Washington, D.C. September 1980 – August 1985

Taught theoretical and practical aspects of macro and micro dimensions of domestic and international economic policy; planned and administered a program of fifty seminars on economic policy issues each semester. Received the highest ratings for any faculty member over the 37 year history of the Program.

**Program Director**, Brussels Semester Program, Institute of European Studies, Brussels, Belgium. 1/85 - 5/85

Established the first American University Program on the European Economic Community in Europe. Lectured on institutional, political and economic problems of the Common Market; developed an integrated program of briefings and seminars with officials of the EEC, members of parliament and representatives of interest groups and multinational institutions. Developed and supervised internships with multinational corporations.

# SELECTED RESEARCH PUBLICATIONS

"Rental Housing Shortage in Maryland: 2006-2010", Maryland Department of Housing and Community Development, January 2014.

"A Targeted Marketing Strategy for Improving Homeownership in Maryland", Maryland Department of Housing and Community Development, January 2013.

"Property Foreclosures in Maryland, Quarterly Reports", Maryland Department of Housing and Community Development, 2007:Q2-2014:Q1.

"Mortgage Loan Delinquencies and Foreclosures in Maryland, Quarterly Reports", Maryland Department of Housing and Community Development, 2009:Q1-2013:Q4.

"Economic Impact of Maryland Minority Business Enterprise Program: Fiscal Year 2011", Maryland Department of Housing and Community Development, February 2012.

"Maryland Community Development Index", Maryland Department of Housing and Community Development, November 2011.

"Property Foreclosures in Maryland Communities: January 2007-March 2008", Maryland Department of Housing and Community Development, September 2008.

"Investor Owned Foreclosed Properties in Maryland Communities: 2007\_Q1-2008\_Q1", Maryland Department of Housing and Community Development, July 2008.

"Foreclosure Costs in Maryland", Maryland Department of Housing and Community Development, June 2008.

"Lender Purchases of Foreclosed Properties in Maryland Communities", Maryland Department of Housing and Community Development, May 2008.

"Improving Homeownership in Maryland", Maryland Department of Housing and Community Development, September 2006.

"The Impact of Residential Drug Treatment Programs on Correction Costs in Maryland", Maryland Department of Housing and Community Development, October 2005.

"Workforce Affordable Housing in Maryland: Rental Housing Shortage and Homeownership in Maryland Counties", Maryland Department of Housing and Community Development, September 2004.

"Maryland Typology: Demographics, Housing Affordability, and Economic Development Data for Maryland Sub-County Areas", Maryland Department of Housing and Community Development, September 2004.

"Resource Allocation Model Users' Guide: RAM-DHCD", Maryland Department of Housing and Community Development, July 2003.

"The Economic Impact of Video Lottery Terminal Venues in Maryland," DBED, Business Research and Analysis, February 2003.

"RAM-SHA: Resource Allocation Model for Maryland State Highway Administration," DBED, Business Research and Analysis, January 2003.

"The Impact of State Use Industries on Maryland's Economy, 2002", with Charles E. Scott and Frederick W. Derrick, Professors of Economics, Loyola College in Maryland, October 2002.

"Buying on the Net: The Impact of Retailers and State Budgets", Journal of Business and Economic Perspectives, May 2001, with Charles E. Scott and Frederick W. Derrick, Professors of Economics, Loyola College in Maryland.

"RAM-LG: Resource Allocation Model for Local Governments", DBED, Economic Research Unit, Office of Business and Economic Research, May 2000.

"Maryland Resource Allocation Model," DBED, Economic Research Unit, Office of Business and Economic Research, May 1999.

"The Impact of a Baltimore Pro Football Team on the Economy of Maryland," DBED, Office of Business and Economic Research, November 1995.

"Economic and Fiscal Impacts from the Introduction of Casino Gambling in Maryland," DBED, Office of Business and Economic Research, October 1995.

"The Economic Impact of the National Institutes of Health in Maryland and U.S.," DEED, Office of Research, December 1994.

"The Economic and Fiscal Impacts of Electric Vehicle Drivetrain Production in Maryland," DEED, Office of Research, November 1993.

"The Future of the Maryland Insurance Industry: A Question of Accreditation," DEED, Office of Research, December 1992.

"Economic Impact of Goddard Space Flight Center in Maryland," DEED, Office of Research, June 1992.

"Economic Impact of a Free Trade Agreement between Mexico and the U.S.A. on the Economy of Maryland," DEED, Office of Research, June 1991.

"Fiscal Health of Local Governments in Maryland: Present Conditions and Future Trend," DEED, Office of Research, November 1990.

"The 1988 Economic Impact of Tourism in Maryland: A Multiregional Analysis," DEED, Office of Research, December 1989.

"Contribution of the Commercial Fishing Industry to the Economy of Maryland," Presented at the Conference on Economics of Chesapeake Bay Management IV, Baltimore, Maryland, May 1988.

"Economic and Fiscal Impacts of the Proposed National Air and Space Museum at BWI Airport on the State of Maryland," DEED, Office of Research, March 1988.

"The Chesapeake Bay Ferry System: A Feasibility Study," DEED, Office of Research, July 1987.

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