

**USE OF MANAGEMENT AND
OPERATING CONTRACTOR
EMPLOYEES FOR SERVICES TO NNSA
IN THE WASHINGTON, D.C., AREA**



**NATIONAL NUCLEAR SECURITY ADMINISTRATION
Office of Acquisition & Project Management**

USE OF MANAGEMENT AND OPERATING CONTRACTOR EMPLOYEES FOR SERVICES TO NNSA IN THE WASHINGTON, D.C., AREA

1. **PURPOSE.** The objective of this Supplemental Directive is to provide NNSA policy regarding the provisions and costs of Management and Operating (M&O) contractor employees who are temporarily assigned to the Washington, D.C., area.
2. **CANCELLATIONS.** None.
3. **APPLICABILITY.**
 - a. **NNSA Personnel.** Except for the equivalency in paragraph 3c, this Supplemental Directive applies to all NNSA personnel involved in the use of M&O contractor employees for services to NNSA in the Washington, D.C., area.
 - b. **NNSA Contractors.** All NNSA M&O contractors and DOE M&O contractors that have employees either currently working or that may have employees working in the future for NNSA in the Washington, D.C., area, whose assignments begin or are extended for a period beyond 36 months from the initial approval after the date of this Supplemental Directive (SD). The Contractor Requirements Document (CRD), Attachment 1, sets forth the requirements of this SD that apply to site/facility management contractors. The CRD must be included in site/facility management contracts where the contractor employees may be assigned to the Washington, D.C., area for more than 30 continuous calendar days.
 - c. **Equivalency.** In accordance with the responsibilities and authorities assigned by Executive Order 12344, codified at 50 U.S.C. Sections 2406 and 2511 and to ensure consistency throughout the joint Navy/DOE Naval Nuclear Propulsion Program, the Deputy Administrator for Naval Reactors (Director) will implement and oversee requirements and practices pertaining to this supplemental directive for activities under the Director's cognizance, as deemed appropriate.

4. **BACKGROUND.**

DOE O 350.2B, "Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area" and was developed to provide guidance for the use of management contractors' personnel at Headquarters (HQ). This SD will further assist NNSA to ensure that NNSA consistently evaluates the allowability, reasonableness, and allocability of costs for all individuals on assignment.

5. **REQUIREMENTS.**

NNSA has created this SD to supplement the DOE policy as implemented in NNSA. It will allow our Program Offices (PO) to make decisions that are consistent and comparable, yet it provides flexibility to accommodate special circumstances as they arise. It is NNSA's policy that contractor employees who elect to participate in extended assignments to the Washington, D.C., area and temporarily move to the area, may only be reimbursed for costs

in one of two ways, either as Temporary Change of Station (TCS) or as Extended Travel Duty (ETD). Reimbursable allowances for the assignee will vary depending on the contractor's status, TCS, or ETD. In all cases, allowances will be in accordance with the Federal Travel Regulations (FTR) as applicable and DOE/NNSA policy.

- a. The Contracting Officer (CO), in consultation with the PO shall determine whether it is in the best interest of the agency for the assignee to be on ETD or TCS. Additionally, a complete cost evaluation for each assignment shall be conducted and documented.
- b. The number of M&O employees located in the Washington, D.C., area supporting NNSA shall not exceed the number allocated by the Principal Deputy Administrator (PDA) in a fiscal year. Each position must be within an approved HQ PO allocated slot. The total NNSA allocation will be determined each year based on the annual staffing plans submitted by each Deputy or Associate Administrator.
- c. Each NNSA Deputy or Associate Administrator with CO approval may authorize NNSA M&O contractors to assign employees in support of program missions to positions in the Washington, D.C., area, provided those positions conform to the following conditions:
 - (1) Contractor employees provide a HQ PO with technical expertise and experience that is critical to the operation or program(s). Additionally, this expertise and experience is neither available within the program nor at lower cost through other types of contracts (e.g., support service contracts);
 - (2) Contractor employees perform temporary support, not to exceed 36 months, to HQ. Exceptions to the 36 months must be approved by the PDA. If a task assignment is repetitive in nature, found to be performed through multiple assignments/assignees, consideration should be given to recruiting a federal employee to perform it. After two consecutive assignments to the same or similar task, the PO must provide a detailed rationale to include full duration cost disclosure to explain why this should not or cannot be filled with a federal employee when submitting the annual staffing plan for approval by the PDA;
 - (3) Contractor employees undertake tasks that must be performed in the Washington, D.C., area because staff must coordinate or interface in-person with HQ staff or other agencies and such assignments can be demonstrated to be cost effective for performance of the task; and
 - (4) Contractor employees, provide technical expertise within the mission and scope of work of the M&O contract under which the assignments are made. (Scope is determined by the CO.)

- d. Assignment of NNSA M&O contractor employees to the Washington, D.C., area must not adversely affect the contractor's mission or otherwise adversely affect the contractor's ability to meet contract commitments.
- e. NNSA M&O contractor employees shall not perform assignments that exceed 36 months in duration. After completion of each 12 month period, the necessity for the continuation of the assignment must be reaffirmed by the PO. Extensions beyond the 36 month duration may be approved by the PDA, and must represent significant mutual benefit to the program sponsor and the facility;
- f. NNSA M&O contractor employee work assignments performed in the Washington, D.C., area must conform to the relevant program critical skills staffing plan or the contractor's Washington, D.C., area office staffing plan. NNSA adopts the DOE O 350.2B process for establishing staffing requirements except as stated below:
 - (1) Include a proposed ceiling for the number of contractor employees to be assigned during the next fiscal year; any additions to the current proposed ceiling must be approved by the PDA;
 - (2) Detail the percentage of time charged for each contractor employee assignment to a HQ program organization(s). If an assignment supports more than one PO, the plan must indicate the percentage of support provided to each program with the aggregate total equaling 100 percent;
 - (3) Demonstrate how the contractor employee assignments are cost effective. Affirmatively state and show that they are computed in accordance with the cost principles set forth in the FTR and other cost policies contained in this document.
- g. All assignments of M&O contractor employees to the Washington, D.C., area require the authorization of the cognizant Deputy or Associate Administrator, or designee not below the Assistant Deputy or Deputy Associate Administrator level with concurrence by the site CO. Procedures for approving assignments of these contractor employees in the Washington, D.C., area must, at a minimum, meet the requirements of this SD and DOE Order 412 "A Work Authorization System." The required procedures must include the following:
 - (1) The NNSA HQ PO in concert with the M&O contractor and the NNSA CO, develops a work authorization statement showing the required skills mix, scope of work, estimated duration of assignments/needs, reporting requirements, funding source, and any other information required for a work authorization;
 - (2) The NNSA HQ PO must certify that Washington, D.C., area contractor employee assignments conform to its staffing plan and are within its ceiling allocation;

- (3) The contractor informs the cognizant NNSA CO or designee of the contractor employees qualified and available to be assigned;
 - (4) The selected contractor employee will complete an official ethics screening/survey/interview with NNSA General Counsel prior to task approval;
 - (5) The NNSA CO examines the work authorization statement to ensure contractor assignments will not adversely affect the M&O contractor's performance and approves the cost estimate;
 - (6) The M&O contractor or assignee, NNSA CO and NNSA PO negotiate the terms of the assignment including but not limited to the decision of ETD or TCS and the allowances associated with the selected option.
 - (7) The M&O contractor prepares a cost estimate sheet (available at <http://www.doeal.gov/CHR/IndexT.aspx>) disclosing all costs of the assignment in accordance with the negotiated agreement for NNSA CO approval;
 - (8) The cognizant Deputy or Associate Administrator or designee approves the task assignment with the NNSA CO approved cost estimate and updates the database that has been established to maintain a current inventory of contractor assignments in the Washington, D.C., area;
 - (9) Once all documents are approved the M&O contractor assignee must sign the individual non-disclosure agreement for inclusion with the task assignment
 - (10) Copies of the complete task assignments shall be forwarded to NA-MB, and the assignee's site office (SO).
- h. The NNSA CO or designee, or the HQ PO, contingent on the approval as outlined above of a new contractor employee assignment to the Washington, D.C., area or upon the expiration of an existing assignment, enters the appropriate changes into the DOE Office of Procurement and Assistance Management M&O Contractor Employee Database, within 30 days of when such a change becomes effective. Failure to include a contractor employee in the database may cause any costs associated with that employee (e.g., salary, benefits) to be deemed unallowable under the contract.

6. ASSIGNMENT ALLOWANCES.

a. Temporary Change of Station (TCS) Allowances

- (1) Temporary Change of Station (TCS) is a temporary relocation. The contractor is not in travel status for the length of their assignment.

- (a) The per diem allowance covers lodging, meals, and incidental expenses. The per diem allowance is specified by the U.S. General Services Administration (GSA) and published annually;
- (b) Relocation allowances for a TCS are: Travel and transportation of the assignee and the assignee's immediate family, and shipment of household goods and personal effects in accordance with the FTR. Initial relocation travel and subsequent return to the permanent employer home location at the end of the assignment will not be reimbursed beyond the cost of a contract common carrier.
- (c) If a TCS is authorized, NNSA may reimburse the employee and his/her immediate family for the following expenses:

- 1 Transportation and shipment of household goods and personal effects to and from the Washington, D.C., area, not to exceed 18,000 pounds;
- 2 Shipment of a personal vehicle to and from the Washington, D.C., area (maximum of 2 vehicles);
- 3 One house hunting trip to the Washington, D.C., area not to exceed 10 days in duration;

The employee and/or spouse will be reimbursed for actual transportation expenses, not to exceed the cost of a federal contract common carrier; and a per diem allowance prescribed by the GSA.

- 4 An allowance for Temporary Quarters Subsistence Expense (TQSE) while an individual and his/her family locate housing. Conditions of the TQSE are as follows:
 - a A TQSE is allowed in increments of 30 days or less, not to exceed 60 days. If TQSE beyond 30 days is not authorized in the initial task assignment package, justified extensions up to 60 days shall be authorized by the SO CO. If there is a compelling reason for the TQSE to be extended, the maximum number of days allowed is 120. Extensions beyond 60 days shall be approved by the PDA with concurrence by the Deputy or Associate Administrator of the NNSA PO. NNSA will not reimburse TQSE beyond 120 days under any circumstance.
 - b For the first 30 days of the TQSE, the contractor employee may receive 100 percent of the applicable per

diem allowance rate. A spouse and any children over 12 years of age are allowed 75 percent of the applicable per diem allowance rate. Children under the age of 12 may receive 50 percent of the applicable per diem allowance rate.

c For any additional days of TQSE (if granted), the contractor employee may receive 75 percent of the applicable per diem allowance rate. A spouse and any children over the age of 12 may receive 50 percent of the applicable per diem allowance rate. Children under the age of 12 may receive 40 percent of the applicable per diem allowance rate.

d For the purposes of a TQSE the applicable per diem allowance rate is considered the Washington, D.C., area rate.

5 Reimbursement for property management services for the duration of the TCS.

6 Temporary storage of household goods for the duration of the TCS.

7 Cost of living adjustment to salary not to exceed 10 percent of the employee's base pay, if a hardship to the assignee can be demonstrated/documented and is approved by the CO with Deputy or Associate Administrator recommendation, this approval is non-delegable. The cost of living adjustment shall be removed at the end of the task assignment.

8 Relocation income tax allowance (payment to offset the tax consequences for the move) in accordance with the FTR methodology (FTR 302-17.6). For example, reimbursements for temporary quarters and the shipment of household goods are taxable income, and the amount of reimbursement for these expenses may include tax considerations resulting from the move); and,

9 Miscellaneous expenses not to exceed \$1,000, if shipment and storage of household goods are involved.

(d) Reimbursement of home sale or home buying expenses is not authorized because an assignment to the Washington, D.C., area is considered "temporary."

- (e) The payment of per diem allowance after the initial travel to and from the Washington, D.C., area and the TQSE (if authorized) is not allowable.
- (f) Personal travel back to the home location at the government's expense is not authorized.

b. Extended Travel Duty (ETD) Allowances

- 1) Extended Travel Duty (ETD) means the assignee is in travel status for the duration of the detail. Therefore, NNSA will not reimburse for the shipment of household goods, travel of family members, or others costs associated with temporary relocation, as detailed in 6(a) above.
- 2) Reduced per diem allowances are intended for 1 year assignments, but shall not exceed 36 months. A reduced per diem allowance beyond 36 months is not authorized regardless whether ETD is extended beyond that timeframe. The per diem allowance covers lodging, meals, and incidental expenses. The per diem allowance is specified by the GSA. Per diem allowances for the Washington, D.C., area assignment cover only the assignee.
- 3) Reimbursable expenses for ETD include the following:
 - (a) Travel for the employee only, including a 100 percent per diem allowance while on travel to and from the assignment location;
 - (b) 100 percent per diem allowance up to the government rate at the assignment location for the first 30 days of the assignment;
 - (c) A reduced per diem allowance, not to exceed 55 percent of the applicable per diem allowance rate for the Washington, D.C., area after the first 30 days of the assignment; and,
 - (d) 100 percent per diem allowance up to the government rate at the assignment location for the last 30 days of the assignment.
- 4) The reduced per diem allowance is intended to cover costs associated with lodging plus meals and incidental expenses (M&IE) to include furniture rental, utilities, transportation and parking. Costs in excess of the allowable per diem allowance are the responsibility of the assignee.
- 5) The assignee is authorized up to 1 reimbursed trip home every 30 days at the expense of the government or at a lesser frequency as decided by the PO. The trip home reimbursement includes a flight by contract common carrier to the assignee's home location and a return to Washington, D.C., or any other method actually used that does not exceed the cost of the airline ticket. Mileage to the airport and from the airport to the employee's home will be

reimbursed. No per diem allowance, lodging, etc. for these trips is authorized, with the exception of rental car costs, which may be approved in lieu of flying provided the cost does not exceed that of the airline ticket. There will be no other exceptions to the restriction on travel allowances while at the home location. If per diem allowance is being paid in the Washington, D.C., area, it is understood that relocation has not occurred therefore travel back to the home location is a trip home.

- 6) The employee is authorized to receive an Income Tax Reimbursement Allowance (ITRA) in accordance with the FTR methodology (FTR 302-17.6). The allowance is designed to reimburse federal, state, and local income taxes incurred incident to the ETD assignment at one location. This allowance will not take effect until year 2 and may continue into year 3, if applicable. An ITRA payment beyond 3 years is not authorized. Any payment of this allowance in excess of the amount allowed per the FTR methodology is unallowable and shall be reimbursed to the government.
 - 7) Cost of living adjustment to salary is not authorized. The per diem allowance and ITRA are intended to cover any added expenses.
 - 8) Costs associated with travel or relocation of family members will not be reimbursed by the government and no per diem allowance for the family is authorized.
7. Exceptions. Exceptions to the requirements of this document must be approved by the PDA unless otherwise stated in this SD. If exceptions are granted, the PO shall provide documentation to the file as to nature of and justification for the exception. Exceptions will only be granted in unusual and compelling circumstances. The concurrence of the Senior Head of Contracting Activity (HCA, Deputy Director, Office of Acquisition Management) and the Deputy or Associate Administrator of the PO will be required before submission to the PDA.
8. Other Requirements
- 1) In all cases, all paperwork (to include the ethics interview and completed non-disclosure statement) for contractor employee assignments to the Washington, D.C., area for initial approval and any applicable extensions must be submitted to NA-MB, no less than 10 days after approval. Assignment may not begin before the approval of the Deputy or Associate Administrator with concurrence by the site CO. If contractors are on an assignment to the Washington, D.C., area without an approved task assignment, the costs may be determined to be unallowable.
 - 2) The contractor employee's actual salary must be disclosed in the cost breakdown. Category average salaries do not meet this requirement.
 - 3) Applicable burden rates for the assigned employee must be included in the cost breakdown for the employee's assignment to the Washington, D.C., area and must be

consistent with the Cost Accounting Standards (CAS) and the M&O's CAS disclosure statement.

- 4) The funding source (e.g., indirect B&R code) for the assignment must be disclosed in the task assignment package.
- 5) All requests must have a cost breakdown sheet in the specified format with a cost benefit evaluation (available at <http://www.doeal.gov/CHR/IndexT.aspx>). Total costs shall be disclosed and submitted for review regardless of the funding source. Lodging expenses must be justified with receipts.
- 6) If individuals on assignment to the Washington, D.C., area are married and both on assignment, (regardless of the assignment type, e.g., Intergovernmental Personnel Act Assignment, Change of Station), only one contractor employee is allowed to receive an allowance as stated in this SD. If a spouse is on an assignment (other than temporary assignment to the Washington, D.C., area), it should be disclosed at the time of approval and include any documents demonstrating the costs associated with the other assignment. Any "double dipping" shall not be an allowable cost under the M&O Contract.
- 7) The M&O contractor is required to submit to the respective site CO and HQ HCA an annual report detailing the costs for all assignments to the Washington, D.C., area by January 15 of each year. The report shall be reflective of the previous fiscal year assignments. In the case where an assignment starts during the fiscal year, the costs shall reflect fiscal year-to-date costs. The report shall be provided in the format specified by NNSA.
- 8) Task Assignment Statements must include Organizational and Personal Conflict of Interest Statements and a Non-disclosure Agreement (available at <http://www.doeal.gov/CHR/IndexT.aspx>). Separate conflict of interest statements and nondisclosure agreements shall be executed before an M&O employee is allowed to provide evaluations of proposals. This will ensure that no conflicts of interest exist prior to granting him/her access to proprietary information, in accordance with NNSA policy.
- 9) Any NNSA HQ program facing a critical need to exceed its annual M&O contractor employee staffing ceiling may request a waiver from the PDA.
- 10) All requests must follow the appropriate chains for review and approval as stated below. See Flow Chart Attachment.
 - a) The NNSA HQ PO shall:
 - 1 Initiate a request based on mission needs;
 - 2 Consult with the SO to ensure that the mission is not compromised by use of a contractor employee;

- 3 Initiate contact with the M&O contractor for temporary use of employee;
 - 4 Create a statement of work and complete the required Assignment Information Standards for the selected employee; and
 - 5 Coordinate all documents/signatures with the SO CO and NA-MB.
 - b) The NNSA PDA shall:
 - 1 Annually review the NNSA Program Office staffing plan and provide slot allocations to POs;
 - 2 Annually review the contractor Washington, D.C. staff offices and determine allowability; and,
 - 3 Review exceptions to the DOE/NNSA policy and provide recommendation.
 - c) The NNSA SO CO shall review and ensure compliance with DOE O 350.2B and this SD.
 - d) The NNSA Senior HCA shall review any exceptions to the DOE/NNSA policy and provide recommendation to the NNSA PDA.
 - e) The M&O contractor shall prepare a cost breakdown for the employee and aid the NNSA PO in completing and providing any required documents.
 - f) NNSA NA-MB shall notify the contractor of the decision to send the M&O contractor employee to the Washington, D.C., area and shall aid in coordination and distribution of task assignment packages.

9. RESPONSIBILITIES.

- a. NNSA HQ POs are responsible for initiating the assignment; ensuring that there is an appropriate slot for the M&O contractor; completing the Cost Evaluation for the assignment; and, ensuring assignments to the Washington, D.C., area are reasonable, cost efficient, meet the requirements of this policy, and are critical to the success of the mission.
- b. NNSA PDA is responsible for ensuring POs have the appropriate number of slots to accomplish mission requirements, reviewing contractor Washington, D.C., area staff office staffing plans for allowability, and reviewing any requested exceptions to this policy.

- c. NA-MB is responsible for retention of final records and coordination with DOE as needed.
- d. NNSA HCA is responsible for providing advice to NNSA PDA and providing recommendations on any exceptions to the NNSA/DOE policy.
- e. NA-APM, Business Services Division, Contractor Human Resources Section (CHRS) is responsible for providing policy advice to the NNSA Senior Procurement Executive and is available for providing staff advice to HQ POs and SO's on cost allowability and reasonableness determinations associated with an assignment. In addition, CHRS shall communicate the results of the yearly cost report to NA-MB.
- f. NNSA CO's are responsible for holding the M&O contractor responsible for mission performance during the employee's absence. In addition, the CO's are also responsible for authorizing the reimbursement of costs, consistent with this policy, under their respective contract subject to Federal Acquisition Regulation (FAR) Part 31.
- g. NNSA Office of the General Counsel shall be consulted when necessary, but at least regarding every OCI issue and any other ethics/non-disclosure issues.

10. DEFINITIONS.

- a. **Temporary Change of Station:** The temporary relocation to a new official station for a minimum of one year but not to exceed three years while performing a long-term assignment.
- b. **Extended Travel Duty:** A stay in excess of 30 days at a location other than the employee's permanent work location where an employee is considered to be on travel status. Employee receives a reduced per diem allowance for the duration of the long-term assignment.
- c. **Property Management Services:** A program provided by a private company for a fee, which assists an employee in managing his/her residence at his/her previous official station as a rental property. Services provided by the company may include, but are not limited to, obtaining a tenant, negotiating a lease, inspecting the property regularly, managing repairs and maintenance, enforcing lease terms, collecting rent, paying the mortgage and other carrying expenses from rental proceeds and/or fund of the employee, and accounting for the transactions and providing periodic reports to the employee.
- d. **Immediate Family:** Any of the following named members of the employee's household at the time he/she reports for duty at the new permanent duty station or performs other authorized travel involving family members: 1) Spouse; 2) Children of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless, of age are physically or mentally incapable of self-support; 3) Dependent parents of the employee or employee's spouse; and, 4) Dependent brothers

and sisters of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support.

- e. **Temporary Storage:** Storage of HHG for a limited period of time at origin, destination, or en route in connection with transportation to, from, or between an official station, or post of duty, or authorized alternate points.

11. REFERENCES.

- a. DOE O 350.2B, Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area, approved 5/31/2011.
- b. NNSA BOP-003.0601R1, NNSA Contractor Human Resources Policy and Approval of Actions Process, approved 5/18/2011.
- c. DOE M 552.1-1A, U.S. Department of Energy Travel Manual, approved 2/17/2006.
- d. Federal Travel Regulations, 41 C.F.R. Sections 300-304.

12. CONTACTS. Deputy Director Office of Acquisition Management, Associate Administrator for Acquisition and Project Management (NA-APM-10), 202-586-7439 or Manager of Contractor Human Resources Section, NA-APM-11, 505-845-4222.

BY ORDER OF THE PRINCIPAL DEPUTY ADMINISTRATOR:



Neile L. Miller
Principal Deputy Administrator

Attachments:

- 1. Contractor Requirements Document
- 2. Review and Approval Flow Chart

CONTRACTOR REQUIREMENTS DOCUMENT

ASSIGNMENTS TO THE WASHINGTON, D.C., AREA

1. The contractor shall submit a task assignment or extension to the PO, at least 90 days prior to the start of the assignment.
2. The contractor shall submit a complete cost breakdown worksheet for every assignment. A breakdown for all burdens shall be included. Total costs shall be disclosed and submitted for review regardless of the funding source. For purposes of these assignments, State Gross Receipts Tax in New Mexico is allowed and shall be categorized as a burden if included.
3. For all extensions to the original task assignment or extensions beyond 36 months, a summary breakdown of all prior term(s) actual costs shall be submitted and shall accompany the extension request.
4. The contractor shall submit an annual report of the costs associated with all Assignments to the Washington, D.C., area by January 15 of each year. The report shall reflect the previous fiscal year's assignments. Should the assignment start during the middle of the fiscal year, the costs shall reflect year-to-date costs. This report shall be submitted to the respective SO and NNSA/APM/CHRS.
5. The contractor shall follow all limits set on salary adjustments, per diem allowances, travel allowances, and relocations allowances as stated in the above document.
6. The contractor is not permitted to award subcontracts or subcontractor work tasks to provide direct support to HQ program or staff offices in the Washington, D.C., area.
3. The contractor must operate within its approved annual support plan for administrative/overhead staffing plan ceiling. Waiver requests to exceed approved staffing plan ceilings are to be submitted to the HCA for concurrence and require approval from the PDA.
4. The contractor must obtain approval of the M&O contractor's CO or designee prior to assigning employees to positions in the Washington, D.C., area.
5. In addition to the Non-Disclosure Statement signed before the detail began, Organizational and Personal Conflict of Interest Statement and a will be executed before the M&O employee is asked to provide technical evaluations of proposals. This will ensure that no conflicts of interest exist prior to granting him/her access to proposals or proprietary information, in accordance with NNSA policy.
6. The contractor's submission of task assignment must comply with the information standards set forth in DOE O 350.2B.

FLOWCHART ASSIGNMENTS TO THE WASHINGTON, D.C., AREA

