

SOLICITATION, OFFER, AND AWARD			1. Caption In-School Youth Program			Page of Pages 1 65	
			2. Contract Number		3. Solicitation Number DCCF-2008-R-0002	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, D.C. 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South (Bid Room) WASHINGTON, DC 20001 ATTN: Mr. Lafayette Smith, Contracting Officer				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>SEE BLOCK 8 ABOVE</u> until <u>2:00 PM</u> local time <u>10-Dec-07</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name Timni Mahase		B. Telephone (Area Code) 202 (Number) 724-4792 (Ext)			C. E-mail Address timini.mahase@dc.gov	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment <input checked="" type="checkbox"/>		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 INTRODUCTION

B.1.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Employment Services (DOES) is seeking contractors to design and implement a year round In-School Youth Program that provides academic enrichment, basic skills training, career exploration, work readiness, leadership skills training, case management and follow-up services for youth 14 to 18 years of age, pursuant to the District of Columbia Youth Employment Services Initiative Amendment Act of 2005.

B.1.2 Prospective offeror’s can provide pricing for a minimum of 25 participants to a maximum of 75 participants.

B.2 PRICE SCHEDULE – INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) WITH FIXED UNIT PRICES.

B.2.1 The Contractor shall provide a In School Youth Program in accordance with “Section C – Service Description and Scope of Service” to be contained in the awarded contract. The Price Schedule is outlined in Schedule below:

B.2.2

Base Year-Date of Award through One year

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	UNIT	MIN QUANTITY	PRICE PER UNIT	MAX QUANTITY	PRICE PER UNIT	TOTAL PRICE
0001 C.4.1 and C.4.2	Program Design and Training /Activities Services	Each	25	\$	75	\$	\$
0002 C.4.3	Participant Enrollment Level ninety-five percent (95%)	Each	25	\$	75	\$	\$
0003 C.4.4	High School Senior Completion Level Ninety (90%)	Each	25	\$	75	\$	\$
0004 C.4.5	Placement/retention Services for high school seniors participants	Each	25	\$	75	\$	\$
0005 C.4.6	Follow-up services and program Exit	Each	25	\$	75	\$	\$
TOTAL AMOUNT							

B.2.3

Option year One (1)

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	UNIT	MIN QUANTITY	PRICE PER UNIT	MAX QUANTITY	PRICE PER UNIT	TOTAL PRICE
1001 C.4.1 and C.4.2	Program Design and Training /Activities Services	Each	25	\$	75	\$	\$
1002 C.4.3	Participant Enrollment Level ninety-five percent (95%)	Each	25	\$	75	\$	\$
1003 C.4.4	High School Senior Completion Level Ninety (90%)	Each	25	\$	75	\$	\$
1004 C.4.5	Placement/retention Services for high school seniors participants	Each	25	\$	75	\$	\$
1005 C.4.6	Follow-up services and program Exit	Each	25	\$	75	\$	\$
TOTAL AMOUNT							

B.2.4
Option Year Two (2)

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	UNIT	MIN QUANTITY	PRICE PER UNIT	MAX QUANTITY	PRICE PER UNIT	TOTAL PRICE
2001 C.4.1 and C.4.2	Program Design and Training /Activities Services	Each	25	\$	75	\$	\$
2002 C.4.3	Participant Enrollment Level ninety-five percent (95%)	Each	25	\$	75	\$	\$
2003 C.4.4	High School Senior Completion Level Ninety (90%)	Each	25	\$	75	\$	\$
2004 C.4.5	Placement/retention Services for high school seniors participants	Each	25	\$	75	\$	\$
2005 C.4.6	Follow-up services and program Exit	Each	25	\$	75	\$	\$
TOTAL AMOUNT							

B.2.5
Option Year Three (3)

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	UNIT	MIN QUANTITY	PRICE PER UNIT	MAX QUANTITY	PRICE PER UNIT	TOTAL PRICE
3001 C.4.1 and C.4.2	Program Design and Training /Activities Services	Each	25	\$	75	\$	\$
3002 C.4.3	Participant Enrollment Level ninety-five percent (95%)	Each	25	\$	75	\$	\$
3003 C.4.4	High School Senior Completion Level Ninety (90%)	Each	25	\$	75	\$	\$
3004 C.4.5	Placement/retention Services for high school seniors participants	Each	25	\$	75	\$	\$
3005 C.4.6	Follow-up services and program Exit	Each	25	\$	75	\$	\$
TOTAL AMOUNT							

B.2.6
Option Year Four (4)

Contract Line Item No. (CLIN)	ITEM DESCRIPTION	UNIT	MIN QUANTITY	PRICE PER UNIT	MAX QUANTITY	PRICE PER UNIT	TOTAL PRICE
4001 C.4.1 and C.4.2	Program Design and Training /Activities Services	Each	25	\$	75	\$	\$
4002 C.4.3	Participant Enrollment Level ninety-five percent (95%)	Each	25	\$	75	\$	\$
4003 C.4.4	High School Senior Completion Level Ninety (90%)	Each	25	\$	75	\$	\$
4004 C.4.5	Placement/retention Services for high school seniors participants	Each	25	\$	75	\$	\$
4005 C.4.6	Follow-up services and program Exit	Each	25	\$	75	\$	\$
TOTAL AMOUNT							

B.2.7 GRAND TOTAL

Performance Period	Total Price
Base Year (B.2.2)	\$ _____
Option Year Two (B.2.3)	\$ _____
Option Year One (B.2.4)	\$ _____
Option Year Three (B.2.5)	\$ _____
Option Year Four (B.2.6)	\$ _____
Total Amount	

Section C
Description/Specification

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Employment Services (DOES) is seeking contractors to design and implement a Youth Employment Services Initiative (YESI) In-School Youth Program that provides academic enrichment, career exploration, work readiness, leadership skills training, case management and follow-up services for a minimum of twenty five (25) and maximum of seventy-five (75) youth, ages 14 to 18, for ten (10) to fifteen (15) hours per week.

C.1.2 APPLICABLE DOCUMENTS

The following applicable documents shall apply to this Contract:

ITEM #	TITLE
1	District of Columbia Youth Employment Act of 1979
2	District of Columbia Child and Youth, Safety and Health Omnibus Amendment Act of 2005
3	District of Columbia Youth Employment Services Initiative Amendment Act of 2005

C.2 DEFINITIONS

C.2.1 Academic Enrichment – A broad range of teaching methods through traditional and non traditional approaches that enhances students’ learning and reinforces skills that are essential for successful school performance.

C.2.2 All aspects of industry – An array of occupations and careers that comprise an industry from the most basic to the most advanced. They include planning; management; finances; technical and production skills; principles underlying technology; and labor, community, health, safety, and environmental.

C.2.3 Basic skills – In addition to reading, writing, and arithmetic, the term has been expanded to include cognitive and interpersonal abilities; critical thinking and problem-solving ability, oral, written, and electronic communications; working effectively alone and in teams; and taking responsibility for one’s own development.

C.2.4 Basic Skills Deficient – Refers to an individual whose English, reading, and writing skills are at or below the 9th grade level on an acceptable accredited standardized test or comparable criterion-referenced test.

C.2.5 Career Awareness – Activities that are designed to make youth and younger adults aware of a broad range of careers and occupations in the world of work including options that may be non-traditional for the individual’s gender, race, or ethnicity.

C.2.6 Career Development – Continuum of career awareness, exploration, and exposure activities designed to help youth discern their own career path.

C.2.7 Career Exploration— In-depth exposure to career options. Activities may include the study of career opportunities in particular fields to identify potential careers, writing individual learning plans that dovetail with career majors, or review of local labor-market information.

C.2.8 Career Guidance and Counseling— Programs that (a) pertain to the body of subject matter and related techniques and methods organized for the development of an individual’s career awareness career planning, career decision-making, placement skills, and knowledge and understanding of local, state, and national occupational, educational, and ongoing market needs, trends, and opportunities; and (b) assist individuals to make and implement informed educational and occupational choices.

C.2.9 Career Pathways— Integrated programs of instructions and work-based learning tied to an individual’s academic and occupational interests that expand access to a range of career options.

C.2.10 Case Management— Provision of a participant-centered approach in the delivery of services designed: (a) to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer-based technologies; and (b) to provide job and career counseling during program participation and after job placement.

C.2.11 Comprehensive Adult Student Assessment System (CASAS)— Criteria-based set of assessment tools that has four(4) test series and three (3) types, encompassing 180 standardized and performance-based assessment instruments. The test series types are Life Skills, Life and Work, Employability, and Workforce. Each series reflects the skills needed in that particular area; for example, the Workforce series reflects the reading and math skills needed at the workplace.

C.2.12 Contextual Learning— Learning that occurs in close relationship with actual experience. Contextual learning enables youth to test academic theories through tangible, real world applications. Stressing the development of "authentic" problem-solving skills, contextual learning is designed to blend teaching methods, content, situation, and timing.

C.2.13 Earnings/Wages— Payment of money in exchange for labor or services performed.

C.2.14 Eligible Youth— Individual who is:

- a) Age 14 to 18 years on the program start date;
- b) A resident of the District of Columbia; and
- c) At risk youth who resides in a “Hot Spot” community (persistent problem areas where there are high incidents of crime and a lack of economic development), a high unemployment census tract.

C.2.15 Follow-Up Services — Maintenance of contact with participants and tracking of their progress for a minimum of twelve (12) months following a participant’s exit from the program.

C.2.16 High-Demand Occupations — Positions identified throughout the Washington Metropolitan Region by the DOES Office of Policy, Legislative and Statistical Analysis that are in need of personnel.

C.2.17 High School Completion — Finishing the requisite secondary course work to receive a regular high school diploma.

C.2.18 Individual Service Strategy (ISS)— Assessment and plan for a participant’s advancement. It is an employment plan that may be customized to achieve a participant’s training, employment, or career objectives and indicate the services that are necessary for the particular participant to succeed.

C.2.19 Portfolio — The collection of data that documents an individual’s educational performance over time and typically, includes a range of materials selected by the youth. A brief introduction and summary statement may describe how the portfolio was assembled and what was learned in the compilation process. Portfolio may be used to: demonstrate a wide variety of skills; assist youth in recognizing their own academic growth; teach youth greater responsibility for their own work, learning and development.

C.2.20 Postsecondary Educational Institution — Accredited organization that provides formal instructional programs with a curriculum designed primarily for students who have completed the requirements for a high school diploma or equivalency certificate.

C.2.21 Retention — Ensuring that participation placed in the labor market, unsubsidized employment, postsecondary education, advanced training, the military, or a qualified apprenticeship program, stay engaged for minimum of nine (9) months in the respective placement.

C.2.22 Secondary Education — Educational institution between elementary school and college that usually offers general, technical, vocational, or college preparatory courses leading to a diploma.

C.2.23 Secretary’s Commission on Achieving Necessary Skills (SCANS) — Convened in 1990 to examine the demands of the workplace and to determine whether the current and future workforce is capable of meeting those demands. The Commission identified the following five (5) competencies:

- a) Resources - allocating time, money, materials, space, and staff;
- b) Interpersonal Skills - working in teams, teaching others, serving customers, leading, negotiating and working well with people from culturally diverse backgrounds;
- c) Information - acquiring and evaluating data, organizing and maintaining files, interpreting and communicating, and using computers to process information;
- d) System - understanding social, organizational, and technological systems; monitoring and correcting performance; and designing or improving systems;

- e) Technology - selecting equipment and tools, applying technology to specific tasks, and maintaining and trouble-shooting technologies.
- f) The Commission has identified the following three (3) Foundation Skills:
 - 1. Basic Skills - reading, writing, arithmetic, and mathematics, speaking, and listening;
 - 2. Thinking Skills - thinking creatively, making decisions, solving problems, seeing things in the mind's eye, knowing how to learn, and reasoning;
 - 3. Personal Qualities - individual responsibility, self-esteem, sociability, self-management, and integrity.

C.2.24 Supportive Services — Services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in training activities.

C.2.25 Unsubsidized Employment — All wages or salary paid by the employer.

C.2.26 Work Readiness — Refers to "non-technical" skills, abilities and traits required to function in a specific employment environment so as to (a) deliver information or services to customers and coworkers; (b) work effectively as a member of a team; (c) learn or acquire the technical skills required to a perform task; (d) inspire confidence of supervisors and management; and (e) understand and adapt to the cultural norms of the workplace.

C.2.27 Workforce Investment Board — The role of the local Workforce Investment Board includes:

- a) Developing the five-year Workforce Investment Plan;
- b) Conducting oversight of youth and employment and training activities in partnership with the chief elected officials;
- c) Selecting eligible youth service providers;
- d) Negotiating and reaching agreement on local performance measures with the chief elected official(s); and
- e) Appointing, in cooperation with the chief elected official(s), a youth council.

C.3 BACKGROUND

C.3.1 The District of Columbia City Council in response to the chronically high unemployment rate and the exponential increase in youth-related crimes amended the Youth Employment Act of 1979 through passage of the Youth Employment Services Initiative (YESI) Amendment Act of 2005. This amendment established a year round program to provide employment and training opportunities focused primarily to hard-to-serve District youth who are 14 to 24 years of age.

C.3.2 Identified as the YESI In-School Youth Program, this initiative expands the current menu of services offered under the District's federally funded employment and training programs for out-of-school youth to reach a broader range of at-risk youth. Therefore, the most at-risk and neediest youth will have access to a comprehensive, demand-driven workforce-delivery system, which provides preparation for real job opportunities.

Service providers are expected to link programs more closely with local labor market needs, develop stronger connections between occupational learning and actual job opportunities, and implement programs that prepare youth for postsecondary education or unsubsidized employment opportunities.

C.3.3 YESI encourages strong connections, including partnerships, between program providers and local/regional employers, as well as promotes strong contextual learning opportunities for youth in the six industry sectors outlined below. These sectors represent the leading edge of business and job growth in the city and will serve as the District's economic engines of prosperity in the 21st Century:

- a) Business/Professional/Financial/Association Services
- b) Hospitality/Entertainment/Tourism/Specialty Retail
- c) Biomedical Research/Health Services
- d) Universities/Educational/Research Institutions
- e) Information Technology/Telecommunications
- f) Media/Publications/Communications

C.3.4 In the metropolitan Washington region, these six industry sectors accounted for over 1.3 million jobs in 1996, fifty-five percent (55%) of total private-sector employment. From 1980 to 1990, jobs in the six (6) sectors combined grew by ninety percent (90%) across the region. Within the District of Columbia, they employ nearly 300,000 people, almost two-thirds of the City's private jobs, with tremendous growth potential in the next decade.

C.4.0 CONTRACT REQUIREMENTS

C.4.1 CLIN 0001 PROGRAM DESIGN AND TRAINING/ACTIVITIES SERVICE

C.4.1.1 The Contractor shall develop and implement a YESI In-School Youth Program that begins with a in-school component and culminates with a summer transitional component. The in-school component shall reflect a contextual approach to curricula and instruction to ensure strong linkages between academic and occupational learning. The summer component shall approach the goal of enhancing the educational and work readiness competencies of youth through innovative learning activities provided within the context of at least one of the six (6) targeted industry sectors specified in C.3.3 or other labor market opportunities and demands.

C.4.1.2 The Contractor's program shall engage and provide youth with ten (10) to fifteen (15) hours per week of program activities and supportive services during the District of Columbia's school year which starts on or about September 1, through June 15 of each calendar year.

C.4.1.3 The Contractor's program shall establish partnerships with the District Public School systems and implement the state No Child Left Behind (NCLB) requirements around mutually beneficial issues such as; assist school districts in meeting adequate yearly progress measures by providing high quality, and a diploma granting alternative learning environments for youth at-risk of dropping out of school.

C.4.1.4 The Contractor's program shall contain an outreach component that will assist DOES in identify District's youth who are most in need such as those in foster care, those receiving Temporary Assistance for Needy Families (TANF), and those youth who have been adjudicated. The programs shall provide for the monitoring of their school performance from the 9th through the 12th grade.

The program components shall have the primary focus of guiding each youth to graduate from high school and seek post secondary education, employment, advanced training, or to military service.

C.4.1.5 The Contractor's program shall provide preparation for postsecondary educational opportunities, in appropriate cases; college fairs, tours, financial aid services, college and university education credentialing programs. The Contractor's program shall provide preparation for unsubsidized employment opportunities in appropriate cases.

C.4.1.6 The Contractor's program shall provide strong linkages between academic and occupational learning (work-based learning experiences, internships, workplace tours that relate to career interest and major).

C.4.1.7 The Contractor's program shall provide an objective assessment of the academic levels, skill levels and service needs of each youth, which must include an assessment of basic skills, occupational skills, prior work experience, interests, aptitudes, supportive service needs, and developmental needs.

C.4.1.8 The Contractor's program shall develop service strategies for each youth that identifies an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives and appropriate services for the youth taking into account the outcome of the objective assessment.

C.4.2 TRAINING ACTIVITIES SERVICES

C.4.2.1 The Contractor shall provide the following training services and activities:

C.4.2.2 ACADEMIC ENRICHMENT TRAINING

C.4.2.2.1 The Contractor shall provide academic remediation and basic skills training that encompass study and test-taking skills, and skills essential to successful school performance.

C.4.2.3 WORK READINESS TRAINING

C.4.2.3.1 The Contractor shall provide training to develop "non-technical" skills, abilities, and traits required to function in an employment environment:

- a) deliver information or services to customers and coworkers;
- b) work effectively as a member of a team;
- c) learn or acquire the technical skills required to perform task;
- d) inspire confidence of supervisors and management; and
- e) understand and adapt to the cultural norms of the workplace.

C.4.2.4 TUTORING AND STUDY SKILLS ACTIVITIES

C.4.2.4.1 The Contractor shall structure tutoring and study skills activities to ensure that intensive individualized assistance is provided for youth in need of remediation or skills improvement. This activity shall lead to improvement in participant test scores and overall academic performance.

C.4.2.4.2 The Contractor shall refer participants for tutoring and study skills training or provide the service through scheduled activities. It is the responsibility of the Contractor to document the activities and progress of students participating.

C.4.2.5 CAREER EXPLORATION TRAINING/ACTIVITIES

C.4.2.5.1 The Contractor shall provide career-exploration activities for youth who are not mature enough for the workplace. Career-exploration activities shall include in-depth exposure to career options that are gained through worksite tours, job shadowing, career talks, and employer-sponsored interactive activities. In addition, career exploration may include studying opportunities in particular fields to identify potential careers, writing individual learning plans targeted to potential career paths, or reviewing labor-market information.

C.4.2.6 LEADERSHIP DEVELOPMENT SKILLS ACTIVITIES

C.4.2.6.1 The Contractor shall provide activities that promote positive social behavior and social skills, decision-making, teamwork, and activities as described below:

- a) Exposure to post-secondary educational opportunities
- b) Community- and service-learning projects
- c) Peer-centered activities, including mentoring and tutoring
- d) Organization and team work
- e) Conflict Resolution
- f) Decision-making, including determining priorities
- g) Diversity training

C.4.2.7 PROJECT BASED LEARNING ACTIVITIES

C.4.2.7.1 The Contractor shall provide project-based learning that engages and motivates youth in active learning processes by using real problems, real materials, and real tasks to produce real outcomes (in contrast to “make-work” activities). The Contractor shall provide an opportunity for hands-on, active learning and decision-making, while integrating academic, occupational, and employability-skills development.

C.4.2.7.2 The Contractor shall, after learning about an industry; ensure the youth receive problems to solve or projects to complete within the context of that industry sector. A few examples of project-based learning experiences within growth-industry sectors are listed below:

- a) Business/Professional/Financial/Association Services
- b) Running a small service business (cutting grass, shopper-for-hire, etc.)
- c) Simulating a brokerage or investment firm by managing a hypothetical stock portfolio

- d) Designing and building a playground for a housing community or school
- e) Hospitality/Entertainment/Tourism/Specialty Retail
- f) Planning and conducting a tour of a historical building
- g) Producing a talent show
- h) Biomedical Research/Environmental/Health Services
- i) Analyzing the soil and cultivating a community garden
- j) Performing an environmental analysis of a local stream or river
- k) Conducting a weatherization or insulation project
- l) Universities/Educational/Research Institutions
- m) Writing a grant for funding a special school project
- n) Conducting a survey of peers on a specific youth issue
- o) Information Technology/Telecommunications
- p) Producing a video
- q) Designing a Web site
- r) Media/Publications/Communications
- s) Producing a community newsletter
- t) Planning and producing a play around a particular neighborhood or youth issue

C.4.2.8 WORK EXPERIENCE ACTIVITIES

C.4.2.8.1 The Contractor shall provide structured learning experiences for youth that take place within the work environment.

C.4.2.8.2 The Contractor shall design assignments to enable youth to gain exposure to the world of work, explore careers, and develop skills needed to function successfully in the workplace.

C.4.2.8.3 The Contractor shall provide work experience to include exposure to various aspects of an industry and assignment to progressively more complex tasks as well as integration of basic skills into occupational-skills work.

C.4.2.9 MENTORING ACTIVITIES

C.4.2.9.1 The Contractor shall provide mentoring activities for program participants during and after program participation. The mentoring should at a minimum include sites visits where participants are involved in activities identified in the Individual Service Strategy (ISS); telephone contacts, tutoring, and life skills training.

C.4.2.10 CASE MANAGEMENT SERVICES

C.4.2.10.1 The Contractor shall provide and maintain case files on each youth that is enrolled, and compile all data regarding participant activities and follow-up in a database to be maintained by the Contractor. The Contractor shall also establish and maintain in case files, a hardcopy file on each youth that includes: documentation for any disciplinary action(s); referral to other services; the pre-test, post-test and assessment results; the ISS; status changes for enrollment; benchmarks toward meeting career goals and objectives; employability goals and objectives; and follow-up and termination activities. All participant files shall be transferred to the COTR at the final closing of the program.

C.4.2.10.2 The Contractor shall ensure that the Individual Service Strategy (ISS) is used as a basis for referrals of youths by DOES to all appropriate services. The Contractor shall update and maintain the ISS and ensure that the plans are developed jointly with the youth.

C.4.2.10.3 The Contractor shall be responsible for utilizing the assessment information from the DOES administered Comprehensive Adult Student Assessment System (CASAS) in the design and delivery of its curriculum and program activities and in the development of the ISS for each participant.

C.4.2.10.4 The Contractor can utilize any other Department of Labor (DOL) acceptable standard accredited tests during its pre and post assessments of participants, provided that the Contractor has informed the COTR in writing of its use.

C.4.2.10.5 The Contractor shall create a Daily Activity Book on each participant. This book shall be separated with dividers with a section for each training service and activities. This book will contain sign-in sheets, progress notes, training data, school contact sheets, and personal data on each participant.

C.4.2.11 TRANSITION OF YOUTH INTO THE SUMMER COMPONENT

C.4.2.11.1 The Contractor shall coordinate, at the end of the In-School component, with case managers from the DOES' Office of Youth Programs to ensure that enrolled youth experience a smooth transition from the In-School component to the summer component. The Contractor shall develop and provide a transition plan that describes how each youth's In-School experiences are integrated into the summer component. The Contractor shall also describe how the participants' experiences during the summer program will be the culmination of all learning objectives acquired after each youth's participation in both phases of the Contractor's year round program.

C.4.2.12 STAFFING REQUIREMENTS

C.4.2.12.1 MANDATORY CRIMINAL BACKGROUND CHECK FOR CONTRACTOR'S PERSONNEL

C.4.2.12.1.2 The Contractor's personnel who will have direct contact with participants must submit a fingerprint-based criminal background check conducted prior to performing services under the contract. As mandated by the "Child and Youth, Safety and Health Omnibus Amendment Act of 2005", each criminal background check must be in accordance with Federal Bureau of Investigation policies and procedures and processed through the National Criminal Information Center. To see the complete text of the referenced Act, go to <http://www.dccouncil.washington.dc.us>.

C.4.2.12.1.3 The Contractor shall have sufficient staff to provide the services and shall submit as part of their proposal a staffing plan that identifies personnel and positions.

C.4.2.12.1.4 The Contractor shall document that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification or licensing.

C.4.2.12.1.5 The Contractor shall ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.

C.4.2.12.1.6 The Contractor shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials, certificates, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment.

C.4.2.12.1.7 The Contractor shall make all of its personnel records accessible to the COTR upon request.

C.4.2.12.1.8 The Contractor shall ensure that all direct and indirect staff, including consultants, have no prior criminal record or conviction for child abuse or molestation, sexual abuse, or rape.

C.4.2.12.1.9 The Contractor shall provide orientation and training for all staff members with respect to administrative procedures, and other relevant policies, procedures.

C.4.2.12.1.10 The Contractor shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and clinical supervision.

C.4.2.13 **CONTRACTOR'S PERSONNEL**

C.4.2.13.1 The Contractor shall maintain job descriptions, resumes, and annual evaluations on each staff person. The Contractor shall inform the COTR in writing 30 days in advance of any changes of key personnel.

C.4.2.13.2 The Contractor shall maintain a written job description for each position funded through the contract that must be included in the contractor's files and be available for inspection on request by the COTR. The job description shall include:

C.4.2.13.2.1 Education, experience, and/or licensing/certification criteria,

C.4.2.13.2.2 A description of duties and responsibilities,

C.4.2.13.2.3 Hours of work, and

C.4.2.13.2.4 Performance evaluation criteria.

C.4.2.13.3 The Contractor shall maintain an individual personnel file for each contract staff member that will contain:

C.4.2.13.3.1 The application for employment,

C.4.2.13.3.2 Professional and personal references,

C.4.2.13.3.3 Applicable credentials/certifications,

C.4.2.13.3.4 Personnel actions including time records,

C.4.2.13.4.5 Documentation of all training history,

C.4.2.13.3.6 An annual evaluation for the current or preceding year,

C.4.2.13.4 The Contractor shall maintain, if volunteers are used, a personnel file for each volunteers that will contain:

C.4.2.13.4.1 Documentation of professional and personal references,

C.4.2.13.4.2 Applicable credentials/certifications,

C.4.2.13.4.3 Training completed,

C.4.2.13.4.4 Information documenting skills that contributes to the success of this contract,

C.4.2.13.5 The Contractor shall maintain an organizational chart that shows the reporting relationship and function of key personnel. The District considers the following positions as key personnel:

- a). Program Director
- b). Job Developer
- c). Case Manager Supervisor
- d). Job Coach, and
- e). Placement/Retention Specialist

C.4.2.14 **REPORTS**

C.4.2.14.1 The Contractor shall submit a quarterly report to the COTR regarding the progress towards task completion and scope of service requirements.

C.4.2.14.2 The Contractor shall report unusual incidents by FAX or telephone immediately upon the occurrence of the incident to the COTR and no later than 24-hours or the next business day of the incident and in writing within three (3) days after incident occurrence.

C.4.2.14.2.1 An **unusual incident** is an event that affects the Contractor's employees or DOES participants from the regular routine or established procedures. Examples of these incidents include, but are not limited to:

- a) Injury;
- b) Unexplained absence of a client;
- c) Physical, sexual, or verbal abuse of a client by staff or other clients;
- d) Staff negligence;
- e) Fire;
- f) Theft, destruction of property, or sudden serious problems in the physical facility;
- g) Complaints from participants;

- h) Requests for information from the press, attorneys, or government officials outside of DOES
- i) Client behavior requiring attention of staff not usually involved in their care.

C.4.2.14.3 The Contractor shall submit a final report to the COTR no later than the 30th day after expiration of the contract. This report will summarize all service delivery data, accomplishments, issues, and recommendations.

C.4.3 CLIN 0002-PARTICIPANTS ENROLLMENT LEVEL

C.4.3.1 The Contractor shall provide the necessary services and activities to maintain a ninety-five percent (95%) enrollment level. The services and activities shall consist of but not limited to the items listed in C.4.0. DOES will back fill those participants who have moved out of the District, who have become incarcerated or become incapacitated. In the event a participant meets one of these conditions, the Contractor shall notify DOES in writing within 15 days of learning of the situation. DOES COTR will verify the participants status and request that a new participant be referred to the contractor's program within 30 days.

C.4.4 CLIN 0003-HIGH SCHOOL SENIOR COMPLETION LEVEL

C.4.4.1 The Contractor shall ensure that ninety percent (90%) of the high school seniors enrolled in the program complete the program and obtain one of the following:

- a) High School (H.S) Diploma or
- b) General Equivalency Diploma (GED)

C.4.4.2 The Contractor shall provide an official copy of the H.S. Diploma or GED to the COTR.

C.4.5 CLIN 0004-PLACEMENT SERVICES

C.4.5.1 The Contractor shall develop placement and retention services that will enable high school senior to retain placement into one (1) of the below listed outcomes. The Contractor shall identify and develop solutions to address the participant problems and issues that prevent them from reaching their placement and retention goal.

C.4.5.1.1 Placement of high school seniors into one (1) of the four (4) outcomes:

- a) Unsubsidized employment;
- b) Post secondary education;
- c) U.S. Military Service;
- d) Advanced training

C.4.5.2 The Contractor shall develop strategies to address insufficient technical skills; a lack of knowledge of the world of work; difficulties in adapting to the additional costs and demands of working; and the social tensions between participants and their supervisors, co-workers, and family.

C.4.5.3 The Contractor's placement and retention services shall include informing participants how to budget their money, how to interact productively with supervisors and co-workers, and how to employ independently problem-solving techniques.

C.4.5.4 The Contractor shall provide a Placement/Retention Specialist who will monitor the participant's progress closely and make personal or telephone contact. The Contractor shall ensure the participant retain their status in one of the four outcomes mentioned in C.4.5.1.1 for a minimum of nine (9) months after exiting the program. The Contractor's Placement/Retention Specialist shall provide encouragement and moral support, continue to address supportive services needs if necessary. All monitoring contacts will be documented in the participant's case file.

C.4.5.5 The Contractor shall ensure that prior to the end of the program, youth shall be post-tested using the same test used for the pre-test. The Contractor shall administer two interim tests to program participants, one at the program's mid-point and one prior to the end of the program. The Contractor shall report the test results to DOES for each participant. Contractors are encouraged to administer additional assessment tools to program participants during the course of its program. Contractors seeking to use assessments in addition to CASAS justify the use of that particular assessment tool(s) and indicate the correlation between the assessment being used and a measurable outcome for the proposed program.

C.4.5.6 The Contractor shall ensure that prior to the end of the program, youth shall create a portfolio with the collection of data that documents an individual's educational performance over time and typically, includes a range of materials selected by the youth.

C.4.5.7 The Contractor shall provide preparation for postsecondary educational opportunities, in appropriate cases; college fairs, tours, financial aid services, college and university education credentialing programs.

C.4.5.8 The Contractor shall provide strong linkages between academic and occupational learning (work-based learning experiences, internships, workplace tours that relate to career interest and major).

C.4.5.9 The Contractor shall provide preparation for unsubsidized employment opportunities, in appropriate cases.

C.4.5.10 The Contractor shall provide effective connections to the job market and to local and regional employers.

C.4.6 CLIN 0005-FOLLOW-UP AND PROGRAM EXIT SERVICES

C.4.6.1 The Contractor shall provide follow-up services for up to twelve (12) months following the participants' successful completion from the program. Follow-up services begin the day after the participants exit the program and entail at a minimum:

- a) Contact with participants' parents, school counselors, employers, including assistance and cooperative intervention measures in addressing school, home and social problems;
- b) Encourage and assist with exploring career development opportunities and furtherance of their education;
- c) Conduct and/or arrange peer support groups for participants; and

- d) The types of services provided and the duration of services shall be determined based on the need of the individual.

C.4.6.2 The Contractor shall keep the youth case management files, collected data, portfolio, trainings, in a secured location in the Contractors facility for a minimum of 3 years after the youth exits the program.

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SECTION D – PACKAGING AND MARKING

This Section is not applicable

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SECTION E – INSPECTION AND ACCEPTANCE

E.1 STANDARD CONTRACT PROVISIONS

The inspection and acceptance requirements for the resultant 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.

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F.1 TYPE OF CONTRACT

F.1.1 This is an IDIQ contract with payments based on the unit prices set forth in the Price Schedule, Section B.2.3 through B.2.6 of the contract.

F.2 TERM OF CONTRACT

F.2.1 The term of the contract shall be for a period of one year from date of award specified in Section A, Page 1 of 66 of the contract.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a period of four option years, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a 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.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

F.4 DELIVERABLES

F.4.1 The COTR reserves the right to reject any or all deliverables which, in the sole judgment of the COTR, do not adequately represent the intended level of completion or standard of performance, do not include all relevant information or data, or do not include all documents specified or reasonably necessary for the purposes for which DOES Youth Program requires the deliverables. The COTR may not consider such deliverables as satisfying the specific submittal requirements as set forth herein. Partial or incomplete deliverables shall in no way relieve the Contractor of its contractual commitments. The deliverables for the contract are set forth below.

F.4.1.1

Section	Deliverable	QTY	Format/Method of Delivery	Due Date	Deliver To
C.4.2.10.1	Participant Case Files	1	Hard copy	30 days after expiration of the contract	COTR
C.4.2.13.1	The Contractor shall provide any changes in key personnel in advance and in writing to the COTR for approval.	1	Hard copy and MS Word email file	By 30 th day in advance of the change	COTR
C.4.2.14.1	The Contractor shall submit a quarterly report to the COTR regarding the progress towards task completion and scope of service requirements.	2	Hard copy and MS Word file	By 20 th calendar day after the end of each service quarter	COTR
C.5.2.14.2	The Contractor shall report unusual incidents by FAX or telephone to the DHS/FSA COTR within 24 hours or the next business day of the incident and in writing within three (3) days after incident occurrence.	2	Hard copy and MS Word email file	3 days after the incident occurrence	COTR
C.5.2.14.3	The Contractor shall submit a final report to DOES project Empowerment COTR no later than the 30th day after expiration of the contract. This report will summarize all service delivery data, accomplishments, issues, and recommendations.	1	Hard copy and MS Word email file	30th day after expiration of the contract	COTR
C.4.4.2	Official copy of H.S. diploma or GED	1	Hard Copy with seal	15 days after graduation	COTR

F.4.2 The Contractor shall submit to the District, the reports that are required pursuant to H.5.5 of 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 may not be paid.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor in accordance with Section B, 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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Chief Financial Officer
64 New York Avenue, N.E.
Suite 3090, 3rd Floor
Washington, D.C. 20002
Phone: (202) 671-1603
Fax: (202) 671-2930

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 (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

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 and the separation of the individuals and families cost;

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 CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 **PAYMENT**

G.4.1 The District will pay the amount due the Contractor as set forth in Section B.2.3 of the contract and in accordance with the terms of the contract upon presentation of a properly executed invoiced and authorized by the COTR.

G.4.1.2 The District will make payment for each CLIN as follows:

G.4.1.3 CLIN-0001- Program Design and Training Service/Activities. Payable after the participant completes the training services.

G.4.1.4 CLIN-0002- Participant Enrollment Level at 90%. One time payment verifiable by the contractor enrollment sheets at the end of the program year.

G.4.1.5 CLIN-0003-High School Senior completions of the program. Payment will be authorized upon receipt of one of the following, per participant, with a proper invoice:

- a) High School Diploma or
- b) GED certificate.

G.4.1.5 CLIN-0004- Placement Services. Payment will be authorized upon receipt of one (1) of the following, per participant, with a proper invoice:

- a) Current pay stub
- b) College or university Enrollment letter
- c) U.S. Military orders
- d) Enrollment letter from the training institution

G.4.1.6 CLIN-0005- Follow-up Services. Payment will be authorized per month based on receipt of the Contractors Monthly Follow-up report and a proper invoice:

G.5 **ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

G.6.2 **Payments to Subcontractors**

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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 lower-tier 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the 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.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Lafayette Smith
Contracting Officer
Government of the District of Columbia
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700S
Washington, D.C. 20001
(202) 724-4404

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract.

The COTR for this contract is:

Shirley Arnett
Program Director
Youth Program
Department of Employment Services
625 H Street, N.E.
Washington DC 20002
202-698-5599
202-698-5501 fax
E-mail: Shirley.arnett@dc.gov

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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 ORDERING CLAUSE

- a) Any services to be furnished under the contract must be ordered by issuance of Task Order by the Contracting Officer. Such orders may be issued monthly, quarterly or annually as services are required during the term of the contract.
- b) All Task orders are subject to the terms and conditions of the contract. In the event of a conflict between a Task order and the contract, the contract shall control.
- c) If mailed, a Task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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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 DOES for jobs created as a result of this Contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers 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 2005-2103 Rev. No. 4, dated July 5, 2007, 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 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 Contracting Officer 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 COTR designated in subsection G.9 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. 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, sec. 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:

- a. The first source for finding employees to fill all jobs created in order to perform this Contract shall be the Department of Employment Services (“DOES”); and
- b. 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 10th each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the Contract shall include the:

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

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

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

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

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. 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 Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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 Contracting Officer 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 the Contract any decision of the Contracting Officer 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 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

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

During the performance of the 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 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 program and activities. See 29 U.S.C. 794 et seq.

H.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in C.5.2.12.6 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of COTR for any proposed substitution of key personnel.

H.10 DISTRICT RESPONSIBILITIES

The District, acting through the COTR will:

H.10.1 Oversee the program management, determination of policy, procedures, and protocol, and monitoring of the services to be provided by the Contractor.

H.10.2 Provide the Contracting Officer an interpretation of technical and programmatic related policy and procedures regarding the delivery of required services, as applicable.

H.10.3 Provide on-going program oversight, management and evaluation of the Contractor's compliance with the contract's requirements.

H.10.4 Provide available data and documentation relevant to the Contractor's performance and completion of the required services.

H.10.5 Monitor all performance requirements as stated in Section C.5 of the solicitation as described in Section E.

H.10.6 DOES through its staff will perform monitoring the delivery of services to participants. Identified problems and ensure they are resolved and corrected and to provide technical assistance to the Contractor. The monitor conducts site visits to ensure clients' satisfaction surveys; investigates unusual incident reports and reviews client eligibility and program records.

H.10.8 DOES through the COTR will maintain adequate liaison and cooperation with the Provider, including providing timely management decisions and approval of forms and procedures to enable the Provider to properly perform contractual duties.

H.10.9 The COTR will attend required meetings with the Provider to discuss issues, changes, deliverables' status, and specific agenda items proposed by the District or the Provider. The Provider shall chair the meetings, however, the COTR shall retain the option to chair the meetings, as necessary.

H.10.10 DOES through the COTR will review and approve all reports and publications prior to public release as required.

H.11 COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)

H.11.1 In accordance with 45 CFR §74 Appendix A (2) (C.1.1 Applicable Document #6), all contracts and sub-grants related to any facility utilized under this Contract in excess of \$2,000 for construction or repair awarded by the Contractor and subcontractors shall include a provision complying with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."

H.11.2 Each Contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, complete or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to CMS.

H.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

H.12.1 In accordance with 45 CFR Appendix A (7), Contractors who apply or bid for an award of more than \$100,000 shall file the required certification.

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Recipient of Congress or an employee of a Recipient of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352.

H.12.2 Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

H.13 DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

In accordance with 45 CFR 74 Appendix A (8), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold (\$100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to Contract award.

H.14 WAY TO WORK AMENDMENT ACT OF 2006

H.14.1 Except as described in Section H.14.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 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 one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.14.2 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.14.3 Contractor shall include in any subcontract for fifteen thousand dollars (\$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.14.4 The Department of Employment Services 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.14.5 Contractor shall provide a copy of the Fact Sheet attached as Attachment J.9 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.10 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.14.6 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 fifteen thousand dollars (\$15,000) or more under the Contract.

H.14.7 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.14.8 The requirements of the Living Wage Act of 2006 do not apply to:

H.14.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;

H.14.8.2 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;

H.14.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

H.14.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

H.14.8.5 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;

H.14.8.6 An employee under twenty-two (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 twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.14.8.7 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;

H.14.8.8 Employees of nonprofit organizations that employ not more than fifty (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));

H.14.8.9 Medicaid provider agreements for direct care services to Medicaid Beneficiaries, 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

H.14.8.10 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.

**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 resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed 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.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature.

It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation.

Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The 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.

I.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 _____ (Contractor's Name); and

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 Contracting Officer 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 Contracting Officer. 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

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished.

The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) **Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, the District is added as an additional insured.
- (b) **Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- (c) **Worker's Compensation Insurance**, according to the statutes of the District of Columbia, including Employers' Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit for disease.
- (d) **Umbrella/ Excess Liability Insurance**: \$5,000,000 limits per occurrence.
- (e) **Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.8.2 Specialize Coverage – Not Applicable

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF \$1 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 Contracting Officer.

I.12 OPTION FOR TRANSITION SERVICES

I.12.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must continue without interruption. In the event that either (a) the contract expires or (b) the District terminates the contract, and either of these events occurs during the base period, Option Year One, or more than 120 days prior to the end of Option Year One, the District can exercise a Option for Transition Services for a period of up to 120 days. In the event that the District exercises this Option for Transition services, the Contractor agrees to:

I.12.1.1 Furnish phase-out, phase-in (transition) training; and

I.12.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.1.3 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.12.1.4 The Contractor shall provide sufficient experienced personnel during the period of the Option for Transition Services to ensure that the services called for by this contract are maintained at the required level of proficiency.

I.12.1.5 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

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PART III-LIST OF DOCUMENT, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

Note: Not all the attachments and incorporated attachments will become part of the resulting contract. Those that will be excluded are noted.

J.1 Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts Dated March 2007

J.1.1 Wage Determination No. 2005-2103 Revision No. 4, Dated 7/05/2006

J.1.2 Experience Questionnaire, (**Will not be part of the resulting contract**)

J.2 INCORPORATED ATTACHMENTS

The Contractor must obtain a copy of the Incorporated Attachments from the OCP website address: www.ocp.dc.gov, complete and attached the forms with their proposal.

J.2.1 LSDBE Certification Package, (**Will not be part of the resulting contract**)

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

J.2.5 Cost/Price Data Package, (**Will not be part of the resulting contract**)

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**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- _____ a corporation incorporated under the laws of the State of: _____
_____ an individual,
_____ a partnership,
_____ a nonprofit organization, or
_____ a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- _____ an individual,
_____ a joint venture, or
_____ a corporation registered for business in _____
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY
OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror _____ has _____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror _____ has _____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors.
(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OF ORIGIN
_____	_____

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

(1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

(i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

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**SECTION L:
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple contracts resulting from this solicitation to the responsible Offerors whose offer conforms to the solicitation and will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.1.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.1.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than *December 10, 2007 at 2:00 p.m.* Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or c. The proposal is the only proposal received.

L.1.4. Pre-Proposal Conference

A pre-proposal conference will be held at *11:00 a.m. on November 19, 2007 at 441 4th Street, N.W., Suite 700 South.* Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five (5) working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offeror's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and *Five (5)* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (*insert solicitation number, title and name of Offeror*)".

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, *Evaluation Factors*. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.2.3 The Offeror's signature shall certify that the proposal submitted is complete and includes all requested information and attachments described herein.

L.2.4 Proposals shall be organized and presented in the following four (4) separate parts:

L.2.4.1 **Part 1 Technical Proposal,**

- a. Table of Contents
- b. Technical Approach
- c. Technical Expertise

L.2.4.2 **Part 3 Past Performance**

- a. Section **J.1.2** Experience Questionnaire

L.2.4.3 **Part 3 Representations, Certifications and other Statements of Offeror.**

- a. Section K – Representations, certifications and other statements
- b. LSDBE Certification
- c. E. E. O Information

- d. Tax Certification Affidavit
- e. First Source Employment Agreement

L.2.4.4 Part 2 Price Proposal,

- a. Section B – Supplies or Services and Price
- b. Cost/Price Data Information

L.2.5 Technical Approach

L.2.5.1 The information requested in this section shall facilitate the evaluation of the Offeror's knowledge and ability to develop and provide an In-School Youth Program to District resident as described in Section C.4.0 of this solicitation.

L.2.5.1.1 Quality of Program Design

- a) A detailed narrative that discussed the Offeror's understanding of providing a training syllabus or curriculum for the proposed activities and services.
- b) A detailed narrative that described the selected industry sector(s) of the project-based learning component.
- c) A detailed narrative that described the specific modes of instruction and techniques that will be used to integrate academic enrichment, leadership development skills, and work readiness into its project-based learning program.
- d) A detailed narrative that described the key features of academic enrichment.
- e) A detailed narrative that described the methods of providing career exploration, employability skills training, and work experience.
- f) A detailed narrative that described the specific approaches that will address the needs of participants with varying skill levels and state the number of youth to be served and the instructor/supervisor to participant ratio.
- g) A detailed narrative that described the strategies or incentives to ensure that all participants are actively engaged in the program.
- h) A detailed narrative that described its partnership arrangement with the public school system including its plan for recruiting youth who are most in need i.e. at risk adjudicated youth, foster care, TANF recipients.
- i) A detailed narrative that identify the proposed facilities, equipment, and supplies that are adequate and sufficient to provide the program.

L.2.5.2 TECHNICAL EXPERTISE

L.2.5.2.1 The information contained in this section shall facilitate the evaluation of the Offeror's technical expertise to perform the required services including the staff and organization and staffing plan.

L.2.5.2 .1.1 Program Staffing and Management

- a) A detailed position description and copies of the résumés of staff identified or consultant agreements (as applicable) for each individual who will be charged to the contract.
- b) A detailed position description for those key personnel, as required at C.4.2.13.5 of the solicitation.
- c) A detailed description that identified each personnel position to be charged to the contract and provide the associated position description or vacancy announcements for personnel not identified.
- d) A detailed staffing plan or organizational chart that clearly delineates its administrative and programmatic oversight, including the positions for all proposed personnel.
- e) A detailed narrative that explains the roles and responsibilities of each position that will be charged to the contract and the number of hours or percentage of time that will be spent on each task.

L.2.5.3 Organizational Capability

- a) A detailed narrative that described its organizational history and past and current experience in operating the proposed training program for youth ages 14 through 18.
- b) A detailed narrative that described the collective qualifications, experience, skills, and capabilities of its proposed personnel and how these relate to the proposed program.
- c) A detailed narrative description of the proposed training and worksite(s) that is accessible to public mass transit and compliant with the American with Disability Act.

L.2.5.4 Experience Questionnaire

L.2.5.4.1 The information in this section shall facilitate the evaluation of the Offeror's Past Performance and Previous Experience to provide services similar in size and scope as the requirements described in C.4.0.

- a. Provide a list of contracts awarded to the Offeror, active and expired, during the past five (5) years that are similar in size and scope to the services described in Section C. Similar in size is determined by contract dollar and scope is determined by the complexity of the requirements. The following information shall be provided for each contract:

1. Name of the contracting organization;
2. Contract Number (for subcontracts, provide the prime contract number and subcontract number);
3. Contract type and total contract value;
4. Description of requirements;
5. Performance evaluations or related evaluation data;
6. Contracting Officer's name and telephone number; and
7. Program Manager's name and telephone number and alternate contact person name and telephone number.

L.2.5.5 Contract Pricing

L.2.5.5.1 The Offeror shall completed Sections B.2.2 – B.2.6 of the Solicitation and may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.2.5 is met.

L.3 WITHDRAWAL OR MODIFICATION OF PROPOSALS

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.4 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service.

If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.5 LATE MODIFICATIONS

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

L.6 LATE PROPOSALS

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

L.7 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than fifteen (15) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fifteen (15) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors.

An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Lafayette Smith, Office of Contracting and Procurement, 441 4th Street N.W. Suite 700 South, Washington, D.C. 20001, telephone number 202-724-4014, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such Recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a Recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the Recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

L.9.1.1 "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

L.9.1.2 If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.9.1.3 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.10 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.11 PROPOSAL PROTESTS

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.12 SIGNING OF OFFERS

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an Agent shall be accompanied by evidence of that Agent's authority; unless that evidence has been previously furnished to the Contracting Officer.

L.13 UNNECESSARILY ELABORATE PROPOSALS

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

L.14 RETENTION OF PROPOSALS

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

L.15 PROPOSAL COSTS

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

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 CERTIFICATES OF INSURANCE

The Offeror shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Lafayette Smith
Contracting Officer, Group II
Office of Contracting and Procurement
441 4th Street N.W. Suite 700 South
Washington, D.C. 20001
Telephone: 202-724-4014
Fax: 202 727-0245
E-mail: Lafayette.smith@dc.gov

L.18 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.19 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.20 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.20.1 Name, address, telephone number and federal tax identification number of Offeror;

L.20.2 A copy of the licenses, registrations or certifications that the Offeror is required by District of Columbia law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and L.17.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual Recipients of the joint venture, and copies of any joint venture or teaming agreements.

L.21 FAMILIARIZATION WITH CONDITIONS

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

L.22 STANDARDS OF RESPONSIBILITY

The prospective Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Offeror must submit the documentation listed below, within five (5) days of the request by the District.

L.22.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.22.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.22.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.22.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.22.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.22.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.22.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.22.8 If the prospective Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Offeror to be nonresponsible.

L.23 KEY PERSONNEL

L.23.1 The District considers the positions described in C.4.2.13.5 as key personnel for this contract.

L.23.2 The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

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**SECTION M
EVALUATION FACTORS FOR AWARD**

M.1 EVALUATION FOR AWARD

M.1.1 The District will award contracts to the responsible offerors whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.1.2 The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a price and technical standpoint.

M.1.3 The District may communicate with offerors in order to clarify, verify or obtain additional information about its past performance and experience. Such communication will not constitute discussions and will not obligate the District to make a competitive range determination, conduct discussions, or solicit or entertain reviewed proposals or best and final offers.

M.1.4 PROGRESSIVE AWARD

M.1.4.1 Award will be made to the highest evaluated offerors up to their stated maximum quantity and then in the same manner, successively to other offerors until the District stated requirement is fulfilled

For example:

<u>Evaluated rating</u>	<u>Offeror maximum quantity</u>	<u>Award</u>
85 Points	75	1 st award
80 Points	60	2 nd award
78 Points	55	3 rd award

This method will be used until the District's stated requirement is met.

M.2 TECHNICAL RATING SCALE

The Offeror's proposal response for each factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale is provided below:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.1 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 25 or 20.

M.3 EVALUATION CRITERIA

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District's needs in the manner most advantageous to the District, all factors considered.

M.3.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Offeror is informed that these criteria will serve as the standard against which all prop significant sub factors which the Offeror should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.3.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in L.2.5 in accordance with the evaluation factors described below. The Offeror should respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered.

M.4 EVALUATION FACTORS

M.4.1 The technical evaluation factors to be scored are listed in the Tables below. The Offeror’s proposal will be evaluated according to the Offeror’s response to each factor. Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance:

L.2.5 Technical Approach	Points
L.2.5.1.1 Quality of Program Design	
a) A detailed narrative that discussed the Offeror’s understanding of providing a training syllabus or curriculum for the proposed activities and services.	5
b) A detailed narrative that described the selected industry sector(s) of the project-based learning component.	5
c) A detailed narrative that described the specific modes of instruction and techniques that will be used to integrate academic enrichment, leadership development skills, and work readiness into its project-based learning program.	5
d) A detailed narrative that described the key features of academic enrichment.	5
e) A detailed narrative that described the methods of providing career exploration, employability skills training, and work experience.	5
f) A detailed narrative that described the specific approaches that will address the needs of participants with varying skill levels and state the number of youth to be served and the instructor/supervisor to participant ratio.	5
g) A detailed narrative that described the strategies or incentives to ensure that all participants are actively engaged in the program.	5
h) A detailed narrative that described its partnership arrangement with the public school system including its plan for recruiting youth who are most in need i.e. at risk adjudicated youth, foster care, TANF recipients.	5
i) A detailed narrative that identify the proposed facilities, equipment, and supplies that are adequate and sufficient to provide the program.	5
Total Points	45

L.2.5.2 TECHNICAL EXPERTISE	Points
L.2.5.2 .1.1 Program Staffing and Management	
a) A detailed position description and copies of the résumés of staff identified or consultant agreements (as applicable) for each individual who will be charged to the contract.	4
b) A detailed position description for those key personnel, as required at C.4.2.13.5 of the solicitation.	4
c) A detailed description that identified each personnel position to be charged to the contract and provide the associated position description or vacancy announcements for personnel not identified.	3
d) A detailed staffing plan or organizational chart that clearly delineates its administrative and programmatic oversight, including the positions for all proposed personnel.	2
e) A detailed narrative that explains the roles and responsibilities of each position that will be charged to the contract and the number of hours or percentage of time that will be spent on each task.	3
L.2.5.3 Organizational Capability	
a) A detailed narrative that described its organizational history and past and current experience in operating the proposed training program for youth ages 14 through 17.	2
b) A detailed narrative that described the collective qualifications, experience, skills, and capabilities of its proposed personnel and how these relate to the proposed program.	3
c) A detailed narrative description of the proposed training and worksite(s) that is accessible to public mass transit and compliant with the American with Disability Act.	4
Total Points	25
L.2.5.4 Experience Questionnaire	
Experience: The Offeror shall complete the Experience Questionnaire for all similar contracts completed during the past five (5) years contracts listed shall include those entered into with the District of Columbia government, the Federal government, agencies of State and local governments or private contracts.	10

M.4.3 COST/PRICE PROPOSAL

- a. Price evaluations will account for up to 20 points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.
- b. Actual points assigned to each Offeror in this category will be based on the Offeror's total price as provided in Sections B.2.2 through B.2.6 in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \text{Evaluated Score}$$

M.4.4 The scoring for each evaluation factor will be used in the District's determination of whether the Offeror satisfies the requirements. The Technical Approach, Past Performance and Technical Expertise are listed below. Price and preference points are evaluated separately.

- a) Technical Approach (45 Points)
- c) Technical Expertise (25 Points)
- e) Past Performance (10 Points)
- d) Price (20Points)

M.4.5 PREFERENCE (12 Points)

- Local Business Enterprise (2 Points)
- Disadvantaged Business Enterprise (2 Points)
- Small Business (3) Points
- Resident Business Ownership (5 Points)
- Business Located in an Enterprise Zone (2 Point)
- Total LSDBE Preference Points (12 Points)
- Total Possible Points (112) Points

M.5 EVALUATION OF OPTION YEARS

M.5.1 The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.6 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D,C, Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

35% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the

Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises.

Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.6.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

M.6.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.6.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.6.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.6.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.6.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.6.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

M.6.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by

the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.6.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.6.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.6.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.6.3.5 Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.6.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.6.4 Maximum Preference Awarded

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

M.6.5 Preferences for Certified Joint Ventures

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

M.6.6 Vendor Submission for Preferences

M.6.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.6.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.6.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan.

Each subcontracting plan shall include the following:

M.6.7.1 A description of the goods and services to be provided by SBEs;

M.6.7.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;

M.6.7.3 The names and addresses of all proposed subcontractors who are SBEs;

M.6.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.6.7.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;

M.6.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.6.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.6.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and

M.6.7.9 A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

M.6.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

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