

SOLICITATION, OFFER, AND AWARD		1. Caption Transitional Employment Services		Page of Pages 1 85	
2. Contract Number	3. Solicitation Number DCCF-2009-R-0001	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source		5. Date Issued 2/26/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside - See Section B.3 <input type="checkbox"/> Open with Subcontracting Set Aside
7. Issued by: Office of Contracting and Procurement 440 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					

SOLICITATION

9. Sealed offers in original and 3 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
441 4th Street, NW, Suite 703 South, Bid Room
bid counter located at Washington, DC 20001 until 2:00PM EST local time March 31, 2009
(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 Shafiq Choudhary	B. Telephone (Area Code) 202 (Number) 724-5116 (Ext)	C. E-mail Address shafiq.choudhary@dc.gov
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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 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
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15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
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AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Employment Services (DOES), has a need for Contractors to provide Transitional Employment Services to District residents age 21 and older. DOES estimate that approximately 1,000 participants will require these services. Currently, DOES is providing the services through its Project Empowerment Program.

Prospective offerors can provide pricing for a minimum of 25 participants or a maximum of 1,000 participants.

B.2 IDIQ CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of 1,000 participants. The District will order at least the minimum quantity of 25 participants.

There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.3 SCHEDULE – IDIQ

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0001 C.3	Transitional Employment Services Total price for each participant	\$__ per [Insert applicable unit]		\$_____		\$_____
0002 C.3.5	Assessment and skill training- 10 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
0003 C.3.5.8	Subsidize Employment Placement Services- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
0004 C.3.5.8	Unsubsidized Employment Placement and Retention-for a total of 15 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
0005 C.3.5.9	30-days Retention- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
0006 C.3.5.9	90-days Retention- 20% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
0007 C.3.5.9	180-days Retention- 25% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
0008 C.3.		\$__ per [Insert applicable unit]		\$_____		\$_____
Grand Total for B.3.1		\$__ per [Insert applicable unit]				\$_____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
1001 C.3	Transitional Employment Services Total price for each participant	\$__ per [Insert applicable unit]		\$_____		\$_____
1002 C.3.5	Assessment and skill training- 10 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
1003 C.3.5.8	Subsidize Employment Placement Services- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
1004 C.3.5.8	Unsubsidized Employment Placement and Retention-for a total of 15 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
1005 C.3.5.9	30-days Retention- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
1006 C.3.5.9	90-days Retention- 20% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
1007 C.3.5.9	180-days Retention- 25% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
1008 C.3.		\$__ per [Insert applicable unit]		\$_____		\$_____
Grand Total for B.3.2		\$__ per [Insert applicable unit]				\$_____

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
2001 C.3	Transitional Employment Services Total price for each participant	\$__ per [Insert applicable unit]		\$_____		\$_____
2002 C.3.5	Assessment and skill training- 10 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
2003 C.3.5.8	Subsidize Employment Placement Services- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
2004 C.3.5.8	Unsubsidized Employment Placement and Retention-for a total of 15 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
2005 C.3.5.9	30-days Retention- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
2006 C.3.5.9	90-days Retention- 20% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
2007 C.3.5.9	180-days Retention- 25% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
2008 C.3.		\$__ per [Insert applicable unit]		\$_____		\$_____
Grand Total for B.3.3		\$__ per [Insert applicable unit]				\$_____

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
3001 C.3	Transitional Employment Services Total price for each participant	\$__ per [Insert applicable unit]		\$_____		\$_____
3002 C.3.5	Assessment and skill training- 10 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
3003 C.3.5.8	Subsidize Employment Placement Services- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
3004 C.3.5.8	Unsubsidized Employment Placement and Retention-for a total of 15 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
3005 C.3.5.9	30-days Retention- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
3006 C.3.5.9	90-days Retention- 20% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
3007 C.3.5.9	180-days Retention- 25% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
3008 C.3.		\$__ per [Insert applicable unit]		\$_____		\$_____
Grand Total for B.3.4		\$__ per [Insert applicable unit]				\$_____

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
4001 C.3	Transitional Employment Services Total price for each participant	\$__ per [Insert applicable unit]		\$_____		\$_____
4002 C.3.5	Assessment and skill training- 10 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
4003 C.3.5.8	Subsidize Employment Placement Services- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
4004 C.3.5.8	Unsubsidized Employment Placement and Retention-for a total of 15 % of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
4005 C.3.5.9	30-days Retention- 15% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
4006 C.3.5.9	90-days Retention- 20% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
4007 C.3.5.9	180-days Retention- 25% of the Total price	\$__ per [Insert applicable unit]		\$_____		\$_____
4008 C.3.		\$__ per [Insert applicable unit]		\$_____		\$_____
Grand Total for B.3.5		\$__ per [Insert applicable unit]				\$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Department of Employment Services (DOES), has a need for Contractors to provide Transitional Employment Services to District residents age 21 and older. DOES estimate that approximately 1,000 persons will require these services. Currently, DOES is providing the services through its Project Empowerment Program.

Prospective offeror's can provide pricing for a minimum of 25 participants or a maximum of 1,000 participants.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	Public Law 105-220	Workforce Investment Act (WIA) of 1998 http://www.doleta.gov/reg/statutes/wialaw.txt	Aug. 7, 1998
2	Section 2052 of the Fiscal Year 2007 Budget Support Act of 2006	FISCAL YEAR 2008 BUDGET SUPPORT ACT OF 2007 http://www.dccouncil.washington.dc.us/images/0001/20070618155222.pdf	

C.1.2 DEFINITIONS

C.1.2.1 Americans with Disabilities Act – A federal civil rights law. It gives federal civil rights protection to individuals with disabilities similar to those provided to individuals based on race, color, national origin, age, and religion. It guarantees equal opportunity for individuals with disabilities in state and local government services, public accommodations, employment, transportation, and telecommunications, by requiring reasonable accommodations for the individual's disability.

C.1.2.2 Assessment – The process of determining the participant's training and service needs to meet individual objectives and goals. This process includes diagnostic testing and use of other assessment tools including in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

C.1.2.3 Basic Skills Deficient – An individual who possesses reading, writing, and/or mathematics skills at or below the 8th grade level.

- C.1.2.4 Case File** – An ongoing written chronological record of participants’ activities, concerns, and interactions while they are in training, including the 180 days after job placement. The case file shall include eligibility documents, referrals to supportive services, telephone conversations, and relevant documents that track participant and Contractor experiences, problems, and concerns.
- C.1.2.5 Case Management** – A client-centered approach to providing career and job counseling and guidance and preparing and coordinating comprehensive employment plans to ensure access to workforce development activities. It helps participants develop solutions to their problems by making referrals to services such as childcare and substance abuse counseling while they are in training and for 180 days after employment. The delivery of case management services includes all interactions between the case manager and participant and written documentation at least every thirty (30) days.
- C.1.2.6 Certification** – The process of collecting and retaining required documentation to determine eligibility for participation in a training program.
- C.1.2.7 Chronically Unemployed** – Those who have not maintained a job for twelve (12) consecutive months.
- C.1.2.8 Community-Based Organization** – Provides social and economic services to residents of the community. The organization must be headquartered in the community where services are provided.
- C.1.2.9 Demand Occupations** – Occupations in the Washington, D.C. metropolitan area that will need employees because of anticipated growth or replacement needs.
- C.1.2.10 Disabled** – A person who has a disability that is a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- C.1.2.11 English Language Deficient** – An individual who has limited ability in speaking, reading, writing, or understanding the English language, and (a) whose native language is a language other than English or (b) who lives in a family or community environment where a language other than English is the dominant language.
- C.1.2.12 Enrollment** – The status of an individual who is eligible and is participating in a training program.

C.1.2.13 Faith-Based Community Organization (FBCO) – A non-profit church, synagogue, mosque, or other religious-based organization that provides social services in the community.

C.1.2.14 Hard-to-Serve – Special individual populations that face multiple barriers to employment. Populations of low-income individuals that are offenders, homeless, have substantial language or cultural barriers and other hard to serve populations as defined by the mayor.

C.1.2.15 High Growth/High Demand Occupations – Occupations approved by the District’s Workforce Investment Council, that are projected to add substantial numbers of new jobs to the economy, or are existing occupations being transformed by technology and innovation requiring new skills sets for workers, or a new and emerging occupation that is projected to grow.

C.1.2.16 Homeless – Individuals with no fixed address.

C.1.2.17 Individual Employment Plan (IEP) – A written plan that the participant and case manager develop as a guide to self-sufficiency. It includes an employment goal, appropriate achievement objectives, and an appropriate combination of services for the participant to achieve the employment goal, which has taken into consideration the assessment of the skill levels and needs of the participant. The IEP is a dynamic document and shall include changes and modifications as well as documentation of the achievement of objectives/goals.

C.1.2.18 Job Development – The process of marketing a participant to employers, including informing employers of the abilities of the participant and assisting the participant in securing job interviews.

C.1.2.19 Job Placement – The act of securing permanent unsubsidized employment consisting of a minimum of 30 hours per week for the participant.

C.1.2.20 Occupational Skills Training (OST) – Occupation-specific training usually provided in a classroom setting.

C.1.2.21 Offender (Ex-Offender) – An individual who has been subject to any stage of the criminal justice process.

C.1.2.22 Participant – An individual who has been determined to be eligible to participate in and who is receiving services.

C.1.2.23 Performance Category – A measure that will be assessed for performance.

C.1.2.24 Performance Standard – The benchmark that indicates the desired level of successful attainment.

C.1.2.25 Retention – The status of the participant being employed 180 days after job placement.

C.1.2.26 Supportive Services – Services that are necessary to enable an individual eligible for training, but who cannot afford to pay for such services, to participate in a training program. Supportive services may include transportation, health care, tools, work clothing, or referral to other services not available through DOES, such as substance abuse and family counseling.

C.1.2.27 Subsidized (Transitional) Employment – Temporary employment with a government agency, non-profit, or for-profit organization that enters into a formal Host Agency agreement and where all salary and fringe benefit costs are borne by the District of Columbia government. The purpose of subsidized employment is to provide participants with the work experience, skills, and attitudes necessary to obtain unsubsidized employment.

C.1.2.28 Unsubsidized Employment – Employment in the public or private sector in which the employer pays 100% of the employee's salary.

C.1.2.29 Virtual One Stop (VOS) – The computerized operating system used by DOES that provides services to and information on individual customers, including employers, to staff. Customers may access the system themselves by visiting a DOES OneStop Center. DOES will use VOS to monitor and track enrollments, participant activities, placements, and follow-up services.

C.2 BACKGROUND

The Department of Employment Services provides workforce development and other employment-related services to both District of Columbia residents and non-District resident workers residing in the Washington metropolitan area. These services are funded with both federal and District of Columbia appropriated dollars. The primary federal funding mechanism is the Workforce Investment Act (WIA) of 1998 under which the U.S. Department of Labor (USDOL) allocates funds to the states to increase employment, retention, earnings, and occupational skills attainment.

The primary District funding mechanism is the Way-to-Work Initiative, a compendium of programs designed to provide effective and innovative workforce development services to hard-to-employ District adults and at-risk District youth. The Transitional Employment Program (TEP) is a major component of the Way-to-Work Initiative. TEP was established by Title II, Subtitle H, of the Fiscal Year 2006 Budget Support Act of 2005. The program is designed to provide transitional employment to District residents

residing in persistent problem areas that face barriers to employment due to deficiencies in education, work experience, work training, or work skills or have been previously incarcerated.

Among the services provided to TEP participants are rigorous pre-employment assessment, case management, job readiness and life skills instruction, supportive services referrals, subsidized (transitional) employment, unsubsidized job search assistance, and job retention and follow-up services.

C.3 REQUIREMENTS

C.3.1 The Contractor shall implement and deliver a comprehensive workforce development program that replicates the Transitional Employment Program (TEP) service delivery model as operated by the Department of Employment Services, Office of Project Empowerment, for District residents adults, age 21 and older.

C.3.2 The Contractor shall provide the services and activities described in Section C.3. The Contractor's program shall equip program participants with the skills and support they need to obtain unsubsidized employment and remain employed in order to attain and maintain economic self-sufficiency.

C.3.3 The services and activities shall be administered no less than 20 hours per week and no more than 40 hours per week; each reimbursable service has specific hourly requirements, which will be set forth in the applicable contract provisions.

C.3.4 CLIN 0001 Transitional Employment Services.

C.3.4.1 The Contractor shall provide TEP services to the following population of District residents who have been determined eligible by DOES and in accordance with the specifications outlined herein:

C.3.4.1.1 Ex-Offenders

C.3.4.1.2 Basic Skills Deficient

C.3.4.1.3 English Language Deficient

C.3.4.1.4 Homeless

C.3.4.1.5 Disabled (as defined by the Americans with Disabilities Act)

C.3.4.1.6 Chronically Unemployed

C.3.4.2 The TEP services shall consist of Intake Services, Orientation, Case Management and Pre-Employment Assessment, Supportive Services, Job Readiness, Activity and Service Options, Unsubsidized Employment, and Job Retention.

C.3.5 CLIN-0002- Intake, Assessment, and Life Skills/Job Readiness Training

C.3.5.1 The Contractor shall provide intake and assessment services to participants who are referred by the Department of Employment Services (DOES), Transitional Employment Program. DOES will

certify eligibility. The Contractor shall complete a DOES Common Intake Assessment form and obtain initial demographic data including name, SSN, address and date of birth, during their intake process and maintain this information in participants permanent case file.

- C.3.5.2** The Contractor shall perform intake and assessment services. The assessment should include in-depth evaluation of the participant's life experiences; education and training history including highest grade completed, dates of attendance, and courses of study; interests and hobbies; military service information; work-related skills and abilities; work history information including previous employer's name, address, telephone number, and contact person; dates of employment; duties of the jobs performed; salary; and reasons for leaving jobs.
- C.3.5.3** The Contractor shall analyze and evaluate above information so that a plan can be developed which will lead the participant to unsubsidized employment, self-sufficiency, and independence.
- C.3.5.4** The Contractor shall gather information from the assessment to develop the Individual Employment Plan (IEP) and the Common Intake form. The Common Intake form shall be completed and maintained in the participant's permanent case file. The contractor's Intake Specialist and the participant shall collaboratively begin to build the participant's employment plan. This plan shall establish a road map that shall lead the participant to the end goal of unsubsidized employment. The plan shall be developed according to five basic principles:
- C.3.5.4.1** The Contractor's plan shall maintain a focus on unsubsidized employment - while the plan may include a variety of services and activities, it shall remain consistent in its focus on the goal of employment and keep the participant on track toward meeting that goal. Similarly, although the plan may address personal and other barriers, these shall always be viewed in the context of steps toward employment.
- C.3.5.4.2** The Contractor's plan shall be realistic – the Contractor's Intake Specialists must bear in mind that while it is noble for participants to aim high, goals that are too ambitious may become overwhelming and self-defeating. The Contractor's Intake Specialists shall encourage participants to keep goals focused and somewhat limited, at least in its early developmental stages. This is particularly true for participants who evidence substantial barriers to employment.
- C.3.5.4.3** The Contractor's plan shall be developed by mutual agreement of the Contractor's Intake Specialist and the

participant - each employment plan must be individualized, reflecting the program's goals and the Intake Specialist's judgment, as well as the participant's goals and inclinations. If the employment plan ignores participant buy-in, it will fail.

- C.3.5.4.4** The Contractor's plan shall broaden opportunities, not limit them - while the plan can be considered a road map to success, it should strive to offer alternative routes to the destination. The Contractor's plan development process, ongoing throughout the term of program enrollment, shall identify both obstacles and additional opportunities that the participant can weigh in setting a future career path.
- C.3.5.4.5** The Contractor's plan shall center on developing employment goal setting. The Contractor's Intake Specialists shall make clear their dedication to assisting and supporting the participant to assure work-related achievement and the probability of success. The Transitional Employment Program subscribes to a three-tiered goal system in which short-term goals, intermediate goals, and long-term goals are established and recorded in the IEP and the Common Intake form. The baseline goal for each participant is successfully acquiring and retaining unsubsidized employment.

C.3.5.5 Participant Orientation

- C.3.5.5.1** The Contractor shall provide program orientation to all enrolled participants. The formal orientation session shall describe program goals, objectives, and expectations; discuss the importance of participant commitment, the role of Case Managers, and available supportive services; emphasize the importance of timeliness, attendance, and appropriate conduct; and present the activity and service options available through the program.

C.3.5.6 Participant Life Skills and Job Readiness Training

- C.3.5.6.1** The Contractor shall administer the Comprehensive Adult Student Assessment System (CASAS) test to all participants to determine their needs for educational and related services. Several types of Adult Basic Education (ABE) programs may be considered, depending on the specific requirements of the participant. Among these are high school equivalency (GED) programs, basic workplace literacy, and math skills programs.

- C.3.5.6.2** The Contractor’s Life Skills and Job Readiness Training classes shall normally begin on Monday and be at least three (3) weeks in duration.
- C.3.5.6.3** The Contractor’s classes shall consist of, but not be limited to, the following:

 - C.3.5.6.3.1** The Contractor shall develop a Life Skills/Job Readiness module. Topics addressed in this module shall consist of, but not be limited to: conflict management, financial management, self-management, interviewing techniques, non-verbal communication, building self-esteem, anger management, problem solving, workplace etiquette, and critical thinking.
 - C.3.5.6.3.2** The Contractor shall provide an explanation of the purpose of the Transitional Employment Program and, in particular, the Life Skills/Job Readiness component, emphasizing that all aspects of the program are employment-focused;
 - C.3.5.6.3.3** The Contractor shall discuss with the participants their experiences with other programs;
 - C.3.5.6.3.4** The Contractor shall provide an overview of the different activities and learning opportunities, which shall be offered during the program;
 - C.3.5.6.3.5** The Contractor shall provide a firm statement of the expectations of participants during the component, stressing punctuality, attendance, commitment, positive attitude and behavior, and treating fellow participants and Transitional Employment Program staff with due respect and consideration.
 - C.3.5.6.3.6** The Contractor shall provide housekeeping information such as location of restrooms, where to get lunch, bus and/or Metro routes, etc.
 - C.3.5.6.3.7** The Contractor shall require participants to take a personal self-inventory of job interests, job skills, avocations, and aptitudes and how they

relate to selecting a first job, a better job, and eventually a career.

- C.3.5.6.3.8** The Contractor shall provide an overview of the CASAS test scores, what they mean, and how they relate to selecting a type of work and finding a job.
- C.3.5.6.3.9** The Contractor shall provide instruction on how to prepare an effective resume, emphasizing how a well-prepared resume can present the participant as someone an employer wants to hire.
- C.3.5.6.3.10** The Contractor shall provide instruction on how to complete a job application. Emphasizing the importance of presenting all positive attributes and providing all the information the employer needs.
- C.3.5.6.3.11** The Contractor shall provide instruction on goal setting on how to establish and achieve personal, career, and financial goals.
- C.3.5.6.3.12** The Contractor shall provide instruction on substance abuse issues and the importance of maintaining abstinence and, if in a substance abuse treatment program, following the prescribed course of treatment
- C.3.5.6.3.13** The Contractor shall provide instruction on change management – how to effectively make fundamental lifestyle changes and avoid recurring patterns of criminal behavior.
- C.3.5.6.3.14** The Contractor shall provide instruction on anger management – how to develop self-control mechanisms and sublimate and manage anger.
- C.3.5.6.3.15** The Contractor shall provide instruction on conflict resolution – how to internalize and employ effective strategies for resolving interpersonal conflict.
- C.3.5.6.3.16** The Contractor shall provide instruction on values resolution – how to integrate positive

values into everyday living and eschew negative values that could lead back to criminal conduct.

- C.3.5.6.3.17** The Contractor shall provide instruction on time management - how the participant can successfully budget his/her time and avoid stress when new demands are placed on the participant and the participant's family.
- C.3.5.6.3.18** The Contractor shall provide instruction on financial management - how to prepare a budget and stick to it and what options are available for dealing with financial problems.
- C.3.5.6.3.19** The Contractor shall provide instruction on self-motivation - determining what one wants out of life and how to get it.
- C.3.5.6.3.20** The Contractor shall provide instruction on how to build and present a positive self-image.
- C.3.5.6.3.21** The Contractor shall provide instruction on Dress for Success - how to present oneself as someone an employer would want to hire.
- C.3.5.6.3.22** The Contractor shall provide instruction on building communications skills - how to effectively employ verbal and non-verbal language to get a job and to succeed in the workplace.
- C.3.5.5.3.23** The Contractor shall provide instruction on how to develop networks - what this term means and how to use it to facilitate a job search.
- C.3.5.6.3.24** The Contractor shall provide instruction on how to use the Internet - how new technology can be used to support a job search.
- C.3.5.6.3.25** The Contractor shall provide instruction on how to use classified advertising - how to read newspaper want ads and use them in a job search.
- C.3.5.6.3.26** The Contractor shall provide instruction on the rules for making cold calls - useful hints for calling employers one does not know and

successfully selling oneself as a prospective employee.

C.3.5.6.3.27 The Contractor shall provide instruction on how to prepare for a job interview - defining the purpose of an interview and how to conduct effective research on a company.

C.3.5.6.3.28 The Contractor shall provide instruction on questions to ask the employer in an interview - be a full participant in the interview, as well as how to formulate reasonable questions before the interview begins.

C.3.5.6.3.29 The Contractor shall provide instruction on how to control the interview - the importance of self-confidence and effectively opening and closing the interview.

C.3.5.6.3.30 The Contractor shall provide instruction on the most common interview questions - be prepared to answer the questions that most frequently come up in job interviews.

C.3.5.6.3.31 The Contractor shall provide instruction on what to do after the interview - doing a post-interview analysis with another person or by oneself and to identify follow-up steps that may need to be taken.

C.3.5.6.3.32 The Contractor shall provide instruction on what to do when you have been hired - analyze the reasons for your success and how you can build on them for future job searches.

C.3.5.6.3.33 The Contractor shall provide instruction on the reasons why applicants do not get hired - a list of things to avoid.

C.3.5.6.3.34 The Contractor shall provide instruction on the characteristics of a good employee after getting the job, how to keep it, focusing on what one needs to do in and out of the workplace to become a valued employee.

C.3.5.6.3.35 The Contractor shall develop activities and learning modules that are conducted in an

interactive mode, to the maximum extent possible. That is, participants shall be expected to be fully engaged in the learning process, and a passive, classroom lecture modality shall rarely, if ever, be employed. Participants shall be encouraged to support and learn from each other during the modules.

C.3.5.6.3.36 The Contractor's Intake Specialists throughout the course of the Life Skills/Job Readiness training should be learning about their assigned participants and using participant performance during the training as a major factor in the assessment of the participant. The overall assessment conducted during the Orientation Session and the Life Skills/Job Readiness training should form the basis for the determination of which activity or service component the participant shall be enrolled in at the conclusion of the Life Skills/Job Readiness training.

C.3.5.7 Case Management Services

C.3.5.7.1 The Contractor shall provide comprehensive case management services throughout the period of a participant's enrollment. Case management services shall include ongoing assessment, career and personal counseling, coordination of participant services and activities, and maintenance of participant IEP's and other related documents.

C.3.5.7.2 The Contractor's Case Manager shall make weekly monitoring contacts with the participant to track progress, identify, and help solve any problems. These contacts shall be documented through case notes in the participant's case file. If the participant fails to perform successfully in training, the Case Manager shall reassess the situation and make an appropriate service decision, documented in the participant's case file.

C.3.5.8 CLIN 0003- Subsidized and Unsubsidized Employment Placement Services

C.3.5.8.1 At the conclusion of the Life Skills/Job Readiness training, the Contractor shall enroll its participants in an appropriate activity or service based on the Intake Specialist's in-depth assessment of what each one needs to become job ready and

prepared to begin subsidized or unsubsidized job search. Some participants may be prepared to begin the job search process immediately after Life Skills/Job Readiness without the need for intermediary activities or services. The Contractor's Case Manager may determine that participants will be best served by work experience enrollment coupled with concurrent enrollment in a carefully selected Vocational Skills or Adult Basic Education component. The activity or service option(s) selected for each participant shall be documented and maintained in participant's permanent case file. The selected activities shall comply with the employment plan that the Intake Specialist and participant have jointly developed.

- C.3.5.8.2** The Contractor shall provide an in-depth assessment of each participant prior to referral to subsidized or unsubsidized employment. The assessment shall identify, analyze, and evaluate all factors that impact a participant's employability including personal information, educational and vocational training history, work experience, and interests and avocations. The assessment shall be made part of the permanent case file.
- C.3.5.8.3** The Contractor shall develop subsidized and unsubsidized work slots employment opportunities for participants. The job slots may be established with District or Federal government agencies, non-profit organizations, or private sector employers. Work Experience partners will formally establish worksites through completion of a Worksite Agreement (WA) with DOES. Job slots established under a WA may require a wide-range of skills and abilities, but will predominantly be at the entry-level. The contractor shall focus its efforts on developing work experience opportunities in high-growth/high-demand and expanding occupations
- C.3.5.8.4** The Contractor shall develop subsidized Work Experience opportunities which may last up to 24 weeks, although, when adequately supported by the Contractor's Case manager, extensions of up to 16 additional weeks may be granted by the DOES TEP Director. Participants' shall work minimum of 35 hours and maximum of 40 hours per week and are paid at the rate of \$7.70 per hour.
- C.3.5.8.5** The Contractor's Job Developers shall ensure that the resumes of participants scheduled to complete the Life Skills/Job Readiness training referrals are filed in the participant's file .

- C.3.5.8.6.** The contractor's Job Developers shall schedule participant interviews with prospective employers. Following the interviews, the Job Developer shall inform the participants and their Intake Specialist if they have been selected for the job.
- C.3.5.8.7** The Contractor shall maintain attendance records and submit signed timesheets on a bi-weekly basis to the Transitional Employment Program payroll staff. The Contractor shall submit required payroll documents for participants enrolled in subsidized or unsubsidized employment. For subsidized employment, DOES will pay participants in accordance with the DOES-established payroll policies and procedures.
- C.3.5.8.8** The Contractor shall ensure that the worksite supervisor prepares Evaluation Reports on each participant and submits the reports to the participant's Case Manager on a bi-weekly basis.
- C.3.5.8.9** The Contractor shall provide Job Coaching services during the participants' subsidized employment to address on-the-job problems and issues and to facilitate subsidized employment success.
- C.3.5.8.10** The Contractor shall provide unsubsidized job development and job placement services to all participants.
- C.3.5.8.11** The Contractor shall provide unsubsidized job retention and follow-up services to all participants.
- C.3.5.8.12** The Contractor shall provide supportive services to participants referred to the Contractor's program. The supportive services include, but are not limited to, the following:
- C.3.5.8.12.1** Mentoring, Counseling, and Personal Support
 - C.3.5.8.12.2** Child Care
 - C.3.5.8.12.3** Transportation
 - C.3.5.8.12.4** Substance Abuse Counseling, Prevention, and Treatment
 - C.3.5.8.12.5** Mental Health Counseling
 - C.3.5.8.12.6** Financial Management Counseling
 - C.3.5.8.12.7** Business Clothing
 - C.3.5.8.12.8** Other support services deemed necessary and fiscally reasonable

C.3.5.8.13 The Contractor, based on assessment outcomes, shall facilitate the enrollment of participants in short-term occupational skills training available through the DOES Individual Training Account (ITA) system. Upon training program completion, the contractor shall place participants in unsubsidized employment.

C.3.5.9 CLIN 0004, 0005, 0006, 0007 and 0008 Job Retention Services

C.3.5.9.1 The Contractor shall develop job retention services that will enable participants to retain jobs for at least 180 days. The Contractor shall identify and develop solutions to address the participant problems and issues that prevent them from reaching the 180-day job retention goal. .

C.3.5.9.2 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.3.5.9.3 The Contractor's 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.3.5.9.4 The Contractor's retention services shall include teaching the participants the concept of job progression, so that they understand that their first job may not be their ideal job, but instead a stepping-stone to better jobs in the future. In addition, the Contractor shall teach job search skills in the context of being useful for a lifelong, continuous search for better and more rewarding jobs.

C.3.5.9.5 The Contractor shall provide a Retention Specialist who shall monitor the participant's progress closely and make personal or telephone contact at least weekly for up to six (6) months after hire date. The Contractor's Retention Specialist shall provide encouragement and moral support, continue to address supportive services needs as they come up, and mediate difficulties at the workplace before they result in job loss. All monitoring contacts shall be documented in the participant's case file.

C.3.5.9.6 The Contractor's Retention Specialist shall immediately bring the participant in to discuss the circumstances of any job loss, if the participant does lose a job, reassess the

participant’s need, and determine the next steps.

C.3.5.9.7 The Contractor’s Retention Specialist shall provide job-coaching services to those participants that are in unsubsidized employment. The Retention Specialist shall be required to make initial contact with the new unsubsidized employee within 72 hours of placement on a new site via telephone or direct contact.

C.3.5.10 PERFORMANCE REQUIREMENTS

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	ACCEPTABLE QUALITY LEVEL	SURVEILLANCE METHOD AND FREQUENCY
Provide case management services	Case management must be provided to all participants	100%	DOES review of monthly case management notes/ report during monthly monitoring visits
Prepare and maintain IEP/case files	IEP/case files must be prepared and maintained for all participants	100%	DOES review of monthly case management notes/ report during monthly monitoring visits
Unsubsidized job placement	Participants must be transitioned from subsidized to unsubsidized employment within 12 months of enrollment in subsidized employment	60%	DOES Unemployment Insurance wage bumps
Six-month job retention	Participants must retain unsubsidized jobs for no less than 6 months	80%	DOES quarterly follow-up

C.3.5.11 CONTRACTOR’S PERSONNEL

C.3.5.11.1 The Contractor shall maintain job descriptions, resumes, and annual evaluations on each staff person. The Contractor shall provide updated information to the COTR within 30 days when there is a change in personnel.

C.3.5.11.2 The Contractor shall maintain an organizational chart that

shows the reporting relationship and function of key staff persons.

C.3.5.11.3 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.3.5.11.3.1 Education, experience, and/or licensing/certification criteria,

C.3.5.11.3.2 A description of duties and responsibilities,

C.3.5.11.3.3 Hours of work, and

C.3.5.11.3.4 Performance evaluation criteria.

C.3.5.11.4 The Contractor shall maintain an individual personnel file for each contract staff member that will contain:

C.3.5.11.4.1 The application for employment,

C.3.5.11.4.2 Professional and personal references,

C.3.5.11.4.3 Applicable credentials/certifications,

C.3.5.11.4.4 Personnel actions including time records,

C.3.5.11.4.5 Documentation of all training history,

C.3.5.11.4.6 An annual evaluation for the current or preceding year,

C.3.5.11.5 The Contractor shall make available all personnel materials to the COTR upon request. The Contractor shall provide orientation sessions for each staff member and volunteer covering administrative procedures, program goals, and policies and practices to be adhered to under the Contract.

C.3.5.11.6 The Contractor shall maintain, if volunteers are used, a personnel file for each volunteers that will contain:

C.3.5.11.6.1 Documentation of professional and personal references,

C.3.5.11.6.2 Applicable credentials/certifications,

C.3.5.11.6.3 Training completed,

C.3.5.11.6.4 Information documenting skills that contributes to the success of this contract,

C.3.5.11.7 The Contractor shall conduct case reviews on a regular schedule and maintain documentation in the case files to include supporting documents and program documents such as Intake Forms, Client Rights and Responsibilities Notices, and documentation of case management activities.

C.3.5.12 REPORTS

C.3.5.12.1 The Contractor shall submit a quarterly report to the COTR regarding the progress towards task completion and scope of service requirements.

C.3.5.12.2 The Contractor shall report unusual incidents by FAX or telephone immediately upon the occurrence of the incident to the DOES Project Empowerment program 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.3.5.12.2.1 An **unusual incident** is an event that affects contractor employees or DOES participants from the regular routine or established procedures. Examples of these incidents include, but are not limited to:

C.3.5.12.2.1.1 Injury;

C.3.5.12.2.1.2 Unexplained absence of a client;

C.3.5.12.2.1.3 Physical, sexual, or verbal abuse of a client by staff or other clients;

C.3.5.12.2.1.4 Staff negligence;

C.3.5.12.2.1.5 Fire;

C.3.5.12.2.1.6 Theft, destruction of property, or sudden serious problems in the physical facility;

C.3.5.12.2.1.7 Complaints from participants;

C.3.5.12.2.1.8 Requests for information from the press, attorneys, or government officials outside of DOES

C.3.5.12.2.1.9 Client behavior requiring attention of staff not usually involved in their care.

C.3.5.12.3 The Contractor shall submit a final report to the DOES COTR no later than the 30th day after expiration of the contract. This report will summarize all service delivery data, accomplishments, issues, and recommendations.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies [if applicable], and clause number six *(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (40, one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor 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.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

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 Project Empowerment 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.

CLIN	Deliverable	QTY	Format/Method of Delivery	Due Date	Deliver To
C.5.2.11	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.5.2.11.2.1	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.5.1.1	The Contractor shall develop and implement common standards and best practices for the provision of services. The Contractor shall provide to the COTR copies of the developed common standards and best practices within 30 days of contract award.	2	Hard copy	By 15 th calendar day after the end of each service quarter	COTR
C.5.2.10.1	The Contractor shall provide any changes in staffing patterns in advance and in writing to the COTR for approval.	1	Hard copy and MS Word email file	By 5 th day of each month	COTR
C.5.2.12	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.5.2.7.7	Participants Time Sheets	1	Hard Copy	Bi-weekly	Transitional Employment payroll office

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

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 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 shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 No final payment shall be made to the Contractor until the 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.3 and B.3.2 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.4.1.1 The Contractor shall provide as CLIN 0001 the total price for all the required services. The District will make payment for each CLIN as follows:

G.4.1.2 CLIN 0002, Assessment and skill training- 10 % of the Total price.

G.4.1.3 CLIN 0003, Subsidize Employment Placement Services- 15% of the Total price.

G.4.1.4 CLIN 0004, Unsubsidized Employment Placement and Retention-for a total of 15 % of the Total price as follows:

G.4.1.5 CLIN 0005, 30-days Retention- 15% of the Total price.

G.4.1.6 CLIN 0006, 90-days Retention- 20% of the Total price.

G.4.1.7 CLIN 0007 . 180-days Retention- 25% of the Total price.

G.4.1.8 CLIN 0008 Individual Training Account (ITA) enrollment and case management services. Payment will be made per unit price per participant.

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:

Elona Evans-McNeill
Contracting Officer
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700S
Washington, D.C. 20001
Phone: (202) 724-4793
Fax: (202) 727-0245
Elona.Evans_McNeill@dc.gov

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:

Charles S. Jones
Program Director
Project Empowerment/Transitional Employment Program
Department of Employment Services
625 H Street, N.E.
Washington DC 20002
202-698-5599
202-478-1332 fax
E-mail: charles2.jones@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.

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 apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision No.: 6, Date Of Revision: 05/29/2008, 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.1 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 §2-219.01 *et seq.* (“First Source Act”).

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

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

H.5.3 The Contractor shall submit to DOES, no later than the 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:

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

- H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.
- H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
- (1) A good faith effort to comply is demonstrated by the Contractor;
 - (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - (4) DOES certify 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 DISTRICT RESPONSIBILITIES

The District is responsible for the following:

- A. Providing staff with responsibility for 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 CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall ensure that sub-contractors provide services in accordance with Section C of the contract.
- B. The Contractor shall provide management and oversight in accordance with Section C. of the contract.

H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in Section L.20 of the contract 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 not reassign these key personnel or appoint replacements without written permission from the Contracting Officer. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.12 HIPAA PRIVACY COMPLIANCE

The Department of Employment Services (DOES) is a “Covered Entity” as that term is defined in the Privacy Rule and [insert business associate name], as a recipient of Protected Health Information from the DOES, is a “Business Associate” as that term is defined in the Privacy Rule.

1. Definitions

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual; or
 - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *Privacy Official*. The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. *Privacy Officer*. The person designated by the Privacy Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
- n. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- o. *Protected Health Information*. "Protected Health Information" means individually identifiable health information that is:
 - i. Transmitted by electronic media;
 - ii. Maintained in electronic media; or
 - iii. Transmitted or maintained in any other form or medium;
 - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
 - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

- q. *Secretary*. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Workforce*. "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** *[delete bolded material and insert negotiated terms if applicable]* as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of *[Insert Applicable Agency Access Policy]*, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format [agency should insert appropriate terms for amendment if applicable] or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of [Insert Applicable Agency Amendment Policy], attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [Insert Applicable Agency Identity And Procedure Verification Policy], attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [Insert Applicable Agency Logging Disclosures for Accounting Policy] attached hereto as Exhibit D and incorporated by reference.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** [delete bolded material and insert agency appropriate terms if applicable] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [Insert Applicable Agency Disclosure Accounting Policy] attached hereto as Exhibit E and incorporated by reference.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [delete bolded

material and insert negotiated terms if applicable] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
 - m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
3. Permitted Uses and Disclosures by the Business Associate
- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
 - b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
 - d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall

inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;

- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to

notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.
- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
 - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
 - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** *[delete bolded material and insert negotiated terms and conditions if applicable]* all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
 - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions

that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia

law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.

- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.

- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

Attention:

Attention:

Fax: _____

Fax: _____

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“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

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the 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 coverages 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) Employer's Liability: \$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.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. (If applicable, insert additional documents after this list)

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 or 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.

SECTION J: LIST OF ATTACHMENTS

- J.1** Wage Determination No.: 2005-2103, Revision No.: 6, Date Of Revision: 05/29/2008
- J.2** E.E.O. Information and Mayor's Order 85-85
- J.3** Tax Certification Affidavit
- J.4** First Source Employment Agreement
- J.5** Cost/Price Data Package
- J.6** Past Performance Evaluation Form

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.3.

K.8 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

If authorized by the bidder(s) resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.

- A. Any member utilizing such contract(s) will place its own order(s) with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- B. A negative reply will not adversely affect consideration of your bid/proposal.
- C. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contractor(s).
- D. Each participating jurisdiction has the option of executing a separate contract with the awardees. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee(s), the awardee(s) may withdraw its extension of the award to that jurisdiction.
- E. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardees.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools	___	___	
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts	___	___	
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
___	___		___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia	___	___	
___	___	MD-Nat. Cap. Park & Plng. Comm.	___	___	

 Vendor Name

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 contract(s) resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation 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.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and (insert number 3) 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 DCCF-2009-R-0001.) Transitional Employment Services".

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(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 supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 pm, March 2731, 2009. 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.3.2 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.3.3 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.3.4 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.3.5 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.4 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 (*insert number*) days prior to

the closing date and time indicated for this solicitation. The District will not consider any questions received less than (*insert number*) 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.5 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, Office of Contracting and Procurement, 441 4th Street, NW, Room No. 700 South, Washington, DC 20001, 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, Office of Contracting and Procurement 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, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 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:

"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.

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.6.2 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.7 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.8 PROPOSAL PROTESTS

Any actual or prospective offeror or Contractor, 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.9 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.10 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.11 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.12 PROPOSAL COSTS

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

L.13 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.14 CERTIFICATES OF INSURANCE

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

Elona Evans-McNeill
Contracting Officer
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700S
Washington, D.C. 20001
Phone: (202) 724-4793
Fax: (202) 727-0245
Elona.Evans_McNeill@dc.gov

L.15 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.16 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.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by 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 members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 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.19 STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** 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.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.19.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

L.20 KEY PERSONNEL

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.

L.21 Pre-Proposal Conference

A pre-proposal conference will be held at 10:00 a.m. on March 6, 2009 at 441 4th Street, N.W., Suite 1107 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.22 PROPOSAL FORM, ORGANIZATION AND CONTENT

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.22.1 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.22.2 The Offeror's signature shall certify that the proposal submitted is complete and includes all requested information and attachments described herein.

L.22.3 Proposals shall be organized and presented in the following four (4) separate parts:

L.22.3.1 Part 1 Technical Proposal,

- a. Table of Contents
- b. Technical Approach
- c. Technical Expertise
- d. Experience Questionnaire
- e. Other Technical Information

L.22.3.2 Past Performance

L.22.3.3 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
- f. Other Certifications

L.22.3.4 Part 2 Price Proposal,

- a. Section B – Supplies or Services and Price
- b. Cost/Price Data Information
- c. Section L – Cost / Price Information
- d. Other Pricing Information

L.23 Technical Approach

The information requested in this section shall facilitate the evaluation of the Offeror's knowledge and ability to develop and provide Transitional Employment Services to District resident as described in Section C.3 of this solicitation.

L.23.1 Project Understanding

- L.23.1.1** The Offeror shall provide a narrative overview of its understanding of the objectives of this solicitation. Mere reiterations of the tasks and functions described in Section C are strongly discouraged as this does not provide insight into the Offeror understands of the requirements of this solicitation.
- L.23.1.2** The Offeror's narrative should be designed to persuade the District that the Offeror's project understanding, approach and experience qualify the Offeror in fulfilling the tasks and functions under Section C.
- L.23.1.3** The Offeror shall provide an overview of the mission and goals of the Offeror's organization. Describe how these goals relate to their understanding of employment services for persons with unique needs and services.
- L.23.1.4** The Offeror shall provide a description of how its intends to ensure that its outreach activities will reach government agencies, non-for profit and for profit entities to provide subsidized and unsubsidized employment.
- L.23.1.5** The Offeror shall provide a description of how its intends to provide intake and assessment services to participants who are referred by the Department of Employment Services (DOES), Transitional Employment Program.
- L.23.1.6** The Offeror shall provide a description of its orientation presentation. The presentation shall describe program goals, objectives, and expectations; discuss the importance of participant commitment, the role of Case Managers, and available supportive services; emphasize the importance of timeliness, attendance, and appropriate conduct; and present the activity and service options available through the program.
- L.23.1.7** The Offeror shall develop a Life Skills/Job Readiness module. Topics addressed in this module shall consist of, but not be limited to: conflict management, financial management, self-management, interviewing techniques, non-verbal communication, building self-esteem, anger management, problem solving, workplace etiquette, and critical thinking.

L.23.1.8 The Offeror shall develop subsidized and unsubsidized work slots employment opportunities for participants. The job slots may be established with District or Federal government agencies, non-profit organizations, or private sector employers. Work Experience partners will formally establish worksites through completion of a Worksite Agreement (WA) with DOES.

L.23.1.9 The Offeror shall provide supportive services to participants referred to the Contractor's program as required by Section C.3.5.7.

L.23.1.10 The Offeror shall develop job retention services that will enable participants to retain jobs for at least 180 days. The Offeror shall identify and develop solutions to address the participant problems and issues that prevent them from reaching the 180-day job retention goal.

L.23.2 Case Management

L.23.2.1 The Offeror shall provide a narrative description of how it plans to fulfill the Case Management Services requirement as described in Section C.3.5.7.

L.23.2.2 The Offeror shall provide a description of how it will gather participant's information at their initial entry into the program and how they intend to up date the DOES VOS system as the participants move through various components of the program.

L.23.3 Reports

L.23.3.1 The Offeror shall provide a narrative description of how it will fulfill the Reports requirements as described in Section C.3.5.12.

L.23.3.2 The Offeror shall provide a plan for creating reports that would allow the Offeror to provide public accountability, monitor performance and provide the basis for overall quality improvements efforts.

L.23.4 Technical Expertise

L.23.4.1 The information requested in this section shall facilitate evaluation of the Offeror's organizational structure, including staff information.

L.23.4.2 This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements in **Section C**.

L.23.5 Staffing

- L.23.5.1** The Offeror shall provide the following attachments and narrative with specifications about the Offeror's proposal for fulfilling the staffing requirements as described in Section C.3.5.11.
- L.23.5.2** The Offeror shall provide the names and job descriptions of the key staff positions with attached resumes of the key positions, and any other proposed key staff positions. Provide a job description for additional proposed positions.
- L.23.5.3** The Offeror shall provide a narrative with a description of recruiting and maintaining adequate staffing levels.
- L.23.5.4. Organization Structure:** Location of Headquarters to include complete address, telephone and facsimile numbers.
- L.23.5.5. Organizational Chart:** A chart that offers a description of the Offeror's internal organization including full and part-time staff members and their level of responsibility within the organization. The offeror's organizational chart shall be supplemented with the following information:
- a. Name of each staff person
 - b. Position/title for each person
 - c. Differentiation between full and part time staff
 - d. Differentiation between the Offeror's staff and sub-contractor staff as applicable

L.23.5.6 Staff qualifications to include the follow:

- L.23.5.6.1** Position descriptions that are consistent with the Offeror's proposed organizational chart with each title and position described above. The position descriptions shall compliment the evidence of staff qualifications presented in the Offeror's staff information to meet staff requirements in Section C.3.5.11.3 of the solicitation.
- L.23.5.6.2** The Offeror's proposed administrative staff and key personnel names supplemented with credentials to include resumes, certifications and licenses that demonstrate that staff qualifications are consistent with the organization chart and position descriptions for the position to which they are assigned. This listing should also include the name and contact information for the staff member responsible for coordination of billing and administrative issues with the District under the contract.

L.23.6 Price Proposal and Budgeting

- L.23.6.1** The information requested in this section shall facilitate evaluation of the Offeror's price proposal in response to Sections B and C of the solicitation.
- L.23.6.2** The Offeror shall submit separate complete budget proposals for the base year and each option years.
- L.23.6.3** The total budget shall be fully explained by the Offeror in a budget narrative with any attachments.
- L.23.6.4** The Offeror's price proposal shall be evaluated separately from the technical proposal. The Offeror shall provide the information requested in Attachment J.5, Cost/Price data Requirements. The Cost/Price Data shall be submitted with the Offeror's price proposal.
- L.23.6.5** The Offeror shall submit Cost/Price Data and Certification. The offeror must provide cost/price data for each year of the contract (base and option years).

L.23.7 Past Performance:

- L.23.7.1** The information requested in this section shall facilitate evaluation of the Offeror's past performance in providing Transitional Employment Services.
- L.23.7.2** The Offeror shall provide a narrative describing all prior experience relevant to the provision of transitional employment services.
- L.23.7.3** The Offeror shall provide a narrative document of its capacity to develop and manage a continuum of employment services.
- L.23.7.4** The Offeror shall provide information to substantiate its past performance to provide management oversight services for the homeless. The Offeror shall provide the following:
 - L.23.7.4.1 References:** The name, address and contact person of three (3) references for which services of this nature have been provided in the past five (5) years.
 - L.23.7.4.2 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.

- L.23.7.5** Offerors that are newly formed entities without prior contracts should list contracts and subcontracts or other comparable experience as described above for key personnel as described in L.20.
- L.3.7.6 Past Performance Evaluations:** Offerors are directed to the Experience Questionnaire and the Past Performance Evaluation Form found in Section J – List of Attachments, Attachment J.6 respectively.
- L.23.7.7** The District, utilizing the Past Performance Evaluation form will solicit Past Performance Evaluations from a minimum of three (3) references provided by the Offeror in the Experience Questionnaire. The information obtained from the completed Past Performance Evaluation forms will facilitate the District’s evaluation of the Offeror’s quality of services provided, timelines in service delivery, business practices and overall satisfaction with the Offeror’s performance relevant to the Offeror’s delivery of management oversight services for the homeless as described in Section C of the solicitation.
- L.23.7.8** The District will only discuss Past Performance information directly with the prospective prime contractor that is being reviewed and with the previous customer.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror 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.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
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.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 Technical Approach

This factor considers the Technical approach to be utilized by the offeror to perform the requirements as described in Section C.5.0 of this solicitation. This factor examines the offeror's proposed technical plan, including the offeror's service description, service delivery and knowledge of the population to be served to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependence of each element in the successful delivery of the required services. The standard is met when the offeror:

- a) Presents a written narrative of the offeror's service description providing evidence of the offeror understands of the technical components of the requirements. The offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided;
- b) Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be served, treatment objectives, and recognizing and addressing potential issues associated with performing the service;
- c) Identified in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rational for the expected benefits to be derived from the features; and
- d) Provides evidence in the offeror's service description and service delivery of industry standards and best practice models.

M.3.2 Technical Expertise

This factor considers the technical expertise to be accessed and provided by the offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, and the offeror's staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

This factor also encompasses the offeror's technical capacity to perform the required services as described in Section C, including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements.

The standard has been met when the offeror:

- a) Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
- b) Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;
- c) Provides details of the offeror's staff development initiatives including at a minimum the offeror's staff orientation curriculum and in-service training requirements, that illustrate the offeror's understanding of required staff development and the significant value of staff development relative to fulfilling the requirements;
- d) Describes techniques, processes, and tests in the offeror's quality assurance plan to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;
- e) Provides a description and accompanying explanation of the offeror's system to identify and measure service delivery outcomes that demonstrate the offeror's understanding of the technical requirements relevant to the population to be served and the desired objectives; and
- f) Presents evidence in the offeror's proposed position descriptions, service description, service delivery and quality assurance plans to exhibit the offeror's knowledge and awareness to schedule, coordinate and document the delivery of service requirements.

M.3.3 Price Proposal Evaluation

The price proposal evaluation will be scored objectively based on the price. The offeror's price shall be supported by their Cost / Price Disclosure Certification.

The Offeror with the lowest Price Proposal will receive the maximum price points (25 points). All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal} \times \text{weight}}{\text{Price of proposal being evaluated}} = \text{evaluated price score}$$

M.3.4 Past Performance

This factor considers the offer's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timelines in service delivery, business practices, and overall satisfaction of the offeror's performance. The standard is met when:

- a) The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.3; and
- b) The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form.

M. 4 EVALUATION CRITERIA

Each of the following evaluation factors will be used by the District in evaluating the services proposed by the Offerors under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror's response.

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.

M.4.1 TECHNICAL CRITERIA

(75 Points)

- a) Technical Approach (30 Points)

b) Technical Expertise (25 Points)

c) Past Performance (20 Points)

M.4.2 PRICE CRITERIA (25 Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.4.3 PREFERENCE (12 Points)

M.4.4 TOTAL (112 Points)

M.5 EVALUATION OF OPTION YEARS

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 General Preferences

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

M.6.1.1 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.6.1.2** 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.6.1.3** 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.6.1.4** 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.6.1.5** 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.6.1.6** 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.6.2 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.6.2.1** 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.6.2.2** 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.6.2.3** 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.6.2.4 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.6.2.5 Any prime contractor that is a 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.6.2.6 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.6.3 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.6.4 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.6.5 Vendor Submission for Preferences

M.6.5.1 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.6.5.1.1 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.6.5.1.2 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.6.5.2 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: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.6.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.