SOLICITATION, OFFER, AND AWARD

1. Caption: **Out-of-School Year Round Youth Program**

Page 1 of 100

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCCF-2011-R-2000	[ ] Sealed Bid (IFB) [X] Sealed Proposals (RFP) [ ] Sole Source [ ] Emergency	09/17/10	[X] Open [ ] Set Aside Open Market with Set-Aside SBE Designated Category:

7. Issued By:
Office of Contracting and Procurement
441 4th Street, NW, Suite 700 South
Washington, D.C. 20001

8. Address Offer to:
Office of Contracting and Procurement - Bid Counter
441 4th Street, NW, Suite 703 South
Washington, D.C. 20001

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and **5** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **441 4th Street, N.W., Suite 703 South** until **2:00pm** (Hour) local time **October 18, 2010** (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	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	T.S.Parker	202	724-5116		terique.parker@dc.gov

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
		PART I - THE SCHEDULE				PART II CONTRACT COLAUSES	
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	64
X	B	Supplies or Services and Price/Cost	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	Specifications/Work Statement	18	X	J	List of Attachments	71
x	D	Packaging and Marking	46			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	Inspection and Acceptance	47				
X	F	Deliveries or Performance	48	X	K	Representations, certifications and other statements of offerors	73
X	G	Contract Administration Data	50	X	L	Instructions, conditions & notices to offerors	77
X	H	Special Contract Requirements	57	X	M	Evaluation factors for award	92

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **90** 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

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
			[ ]		

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
James H. Marshall		

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

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Employment Services (DOES), is soliciting quality year-round youth workforce development programs that best meet the needs of District youth and the provisions of the District of Columbia Youth Employment Services Initiative Amendment Act of 2005 and the Workforce Investment Act (WIA) of 1998. The Out-of-School Year Round Youth Program, supporting between 250-500 youth, will be provided to District of Columbia youth at-risk of becoming disconnected.

B.2 INDEFINITE DELIVERY- INDEFINITE QUANTITY (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.4. 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 100 youth participants. The District will request the services for at least the minimum quantity of 15 youth 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; provided that the contractor shall not be required to make any deliveries under this contract after one year from contract award.

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

B.3 PRICE SCHEDULE – IDIQ

B.4 BASE YEAR

80% of Total Requested Amount						
Contract Line Item No. (CLIN)	**Item Description**	**Price Per Unit**	**Quantity Minimum** *Minimum number of youth to be served in one year. Must be at least 15. The difference between quantity minimum and maximum must not exceed 15%.*	**Minimum Total Price** (Unit price x minimum quantity)	**Quantity Maximum** *Maximum number of youth to be served in one year. Must not exceed 100. The difference between quantity minimum and maximum must not exceed 15%.*	**Maximum Total Price** (Unit price x Maximum quantity)
0001	**TRAINING** Costs associated with the execution of the program for the participants, which includes staff, supplies, materials, and activities associated with fulfilling the goals of the program.	$___ *per youth*	____	$_____	____	$_____
0002	**ADMINISTRATION** Costs associated with the operational activities of staff, associated insurance and utility costs of space. Must not exceed 10% of total budget.	$___*per youth*	____	$_____	____	$_____
Total				$_____		$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

20% of Total Requested Amount (Performance Based)							
Contract Line Item No. (CLIN)	**Item Description**	**Unit**	**%**	**Attainment Rate** *As proposed per Section L.2.1.2.9.1*	**Proposed Quantity** *Placement (CLIN 003) and Attainment (CLIN 004): multiply Quantity Maximum by Attainment Rate for each measure, as proposed per Section L.2.1.2.9.1. For Literacy & Numeracy Gains (CLIN 005) multiply the number of youth to whom you anticipate this outcome will apply, as proposed per L.2.1.2.9.1.c.ii, by Attainment Rate for Literacy & Numeracy measure as proposed per Section L.2.1.2.9.1. For Retention (CLIN 006), multiply the Proposed Quantity under Placement (CLIN 003) by Attainment Rate for Retention measure as proposed per Section L.2.1.2.9.1.*	**Price Per Unit**	**Total Price**
0003	**Youth Outcome Measure : Placement in Employment or Further Education**	Each	5	_____	_____	$_____	$_____
0004	**Youth Outcome Measure : Attainment of a Degree/Certificate**	Each	5	_____	_____	$_____	$_____
0005	**Youth Outcome Measure : Literacy & Numeracy Gains**	Each	5	_____	_____	$_____	$_____
0006	**Youth Outcome Measure : Retention**	Each	5	_____	_____	$_____	$_____
Total							$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

Contract Line Item No. (CLIN)	Item Description	Minimum Total Price	Maximum Total Price
0001-0005	Training, Administration, and Youth Outcome for the Out-of-School Year Round Youth Program		
Grand Total for B.4		$_____	$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

B.5 OPTION YEAR ONE

80% of Total Requested Amount						
Contract Line Item No. (CLIN)	**Item Description**	**Price Per Unit**	**Quantity Minimum** *Minimum number of youth to be served in one year. Must be at least 15. The difference between quantity minimum and maximum must not exceed 15%.*	**Minimum Total Price** (Unit price x minimum quantity)	**Quantity Maximum** *Maximum number of youth to be served in one year. Must not exceed 100. The difference between quantity minimum and maximum must not exceed 15%.*	**Maximum Total Price** (Unit price x Maximum quantity)
1001	**TRAINING** Costs associated with the execution of the program for the participants, which includes staff, supplies, materials, and activities associated with fulfilling the goals of the program.	$___ *per youth*	_____	$_____	_____	$_____
1002	**ADMINISTRATION** Costs associated with the operational activities of staff, associated insurance and utility costs of space. Must not exceed 10% of total budget.	$___ *per youth*	_____	$_____	_____	$_____
Total				$_____		$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

20% of Total Requested Amount (Performance Based)							
Contract Line Item No. (CLIN)	**Item Description**	**Unit**	**%**	**Attainment Rate** *As proposed per Section L.2.1.2.9.1*	**Proposed Quantity** *Placement (CLIN 003) and Attainment (CLIN 004): multiply Quantity Maximum by Attainment Rate for each measure, as proposed per Section L.2.1.2.9.1. For Literacy & Numeracy Gains (CLIN 005) multiply the number of youth to whom you anticipate this outcome will apply, as proposed per L.2.1.2.9.1.c.ii, by Attainment Rate for Literacy & Numeracy measure as proposed per Section L.2.1.2.9.1. For Retention (CLIN 006), multiply the Proposed Quantity under Placement (CLIN 003) by Attainment Rate for Retention measure as proposed per Section L.2.1.2.9.1.*	**Price Per Unit**	**Total Price**
1003	**Youth Outcome Measure : Placement in Employment or Further Education**	Each	5	_____	_____	$_____	$_____
1004	**Youth Outcome Measure : Attainment of a Degree/Certificate**	Each	5	_____	_____	$_____	$_____
1005	**Youth Outcome Measure : Literacy & Numeracy Gains**	Each	5	_____	_____	$_____	$_____
1006	**Youth Outcome Measure : Retention**	Each	5	_____	_____	$_____	$_____
Total							$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

Contract Line Item No. (CLIN)	Item Description	Minimum Total Price	Maximum Total Price
1001-1005	**Training, Administration, and Youth Outcome for the Out-of-School Year Round Youth Program**		
Grand Total for B.5		$_____	$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

B.6 OPTION YEAR TWO

80% of Total Requested Amount						
Contract Line Item No. (CLIN)	**Item Description**	**Price Per Unit**	**Quantity Minimum** *Minimum number of youth to be served in one year. Must be at least 15. The difference between quantity minimum and maximum must not exceed 15%.*	**Minimum Total Price** (Unit price x minimum quantity)	**Quantity Maximum** *Maximum number of youth to be served in one year. Must not exceed 100. The difference between quantity minimum and maximum must not exceed 15%.*	**Maximum Total Price** (Unit price x Maximum quantity)
2001	**TRAINING** Costs associated with the execution of the program for the participants, which includes staff, supplies, materials, and activities associated with fulfilling the goals of the program.	$___ *per youth*	____	$_____	____	$_____
2002	**ADMINISTRATION** Costs associated with the operational activities of staff, associated insurance and utility costs of space. Must not exceed 10% of total budget.	$___ *per youth*	____	$_____	____	$_____
Total				$_____		$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

20% of Total Requested Amount (Performance Based)							
Contract Line Item No. (CLIN)	**Item Description**	**Unit**	**%**	**Attainment Rate** *As proposed per Section L.2.1.2.9.1*	**Proposed Quantity** *Placement (CLIN 003) and Attainment (CLIN 004): multiply Quantity Maximum by Attainment Rate for each measure, as proposed per Section L.2.1.2.9.1. For Literacy & Numeracy Gains (CLIN 005) multiply the number of youth to whom you anticipate this outcome will apply, as proposed per L.2.1.2.9.1.c.ii, by Attainment Rate for Literacy & Numeracy measure as proposed per Section L.2.1.2.9.1. For Retention (CLIN 006), multiply the Proposed Quantity under Placement (CLIN 003) by Attainment Rate for Retention measure as proposed per Section L.2.1.2.9.1.*	**Price Per Unit**	**Total Price**
2003	**Youth Outcome Measure : Placement in Employment or Further Education**	Each	5	_____	_____	$_____	$_____
2004	**Youth Outcome Measure : Attainment of a Degree/Certificate**	Each	5	_____	_____	$_____	$_____
2005	**Youth Outcome Measure : Literacy & Numeracy Gains**	Each	5	_____	_____	$_____	$_____
2006	**Youth Outcome Measure : Retention**	Each	5	_____	_____	$_____	$_____
Total							$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

Contract Line Item No. (CLIN)	Item Description	Minimum Total Price	Maximum Total Price
2001-2005	**Training, Administration, and Youth Outcome for the Out-of-School Year Round Youth Program**		
Grand Total for B.6		$_____	$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

B.7 OPTION YEAR THREE

80% of Total Requested Amount						
Contract Line Item No. (CLIN)	**Item Description**	**Price Per Unit**	**Quantity Minimum** *Minimum number of youth to be served in one year. Must be at least 15. The difference between quantity minimum and maximum must not exceed 15%.*	**Minimum Total Price** (Unit price x minimum quantity)	**Quantity Maximum** *Maximum number of youth to be served in one year. Must not exceed 100. The difference between quantity minimum and maximum must not exceed 15%.*	**Maximum Total Price** (Unit price x Maximum quantity)
3001	**TRAINING** Costs associated with the execution of the program for the participants, which includes staff, supplies, materials, and activities associated with fulfilling the goals of the program.	$___ *per youth*	____	$_____	____	$_____
3002	**ADMINISTRATION** Costs associated with the operational activities of staff, associated insurance and utility costs of space. Must not exceed 10% of total budget.	$___*per youth*	____	$_____	____	$_____
Total				$_____		$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

20% of Total Requested Amount (Performance Based)							
Contract Line Item No. (CLIN)	**Item Description**	**Unit**	**%**	**Attainment Rate** *As proposed per Section L.2.1.2.9.1*	**Proposed Quantity** *Placement (CLIN 003) and Attainment (CLIN 004): multiply Quantity Maximum by Attainment Rate for each measure, as proposed per Section L.2.1.2.9.1. For Literacy & Numeracy Gains (CLIN 005) multiply the number of youth to whom you anticipate this outcome will apply, as proposed per L.2.1.2.9.1.c.ii, by Attainment Rate for Literacy & Numeracy measure as proposed per Section L.2.1.2.9.1. For Retention (CLIN 006), multiply the Proposed Quantity under Placement (CLIN 003) by Attainment Rate for Retention measure as proposed per Section L.2.1.2.9.1.*	**Price Per Unit**	**Total Price**
3003	**Youth Outcome Measure : Placement in Employment or Further Education**	Each	5	_____	_____	$_____	$_____
3004	**Youth Outcome Measure : Attainment of a Degree/Certificate**	Each	5	_____	_____	$_____	$_____
3005	**Youth Outcome Measure : Literacy & Numeracy Gains**	Each	5	_____	_____	$_____	$_____
3006	**Youth Outcome Measure : Retention**	Each	5	_____	_____	$_____	$_____
Total							$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

Contract Line Item No. (CLIN)	Item Description	Minimum Total Price	Maximum Total Price
3001-3005	Training, Administration, and Youth Outcome for the Out-of-School Year Round Youth Program		
Grand Total for B.7		$_____	$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

B.8 OPTION YEAR FOUR

80% of Total Requested Amount						
Contract Line Item No. (CLIN)	**Item Description**	**Price Per Unit**	**Quantity Minimum** *Minimum number of youth to be served in one year. Must be at least 15. The difference between quantity minimum and maximum must not exceed 15%.*	**Minimum Total Price** (Unit price x minimum quantity)	**Quantity Maximum** *Maximum number of youth to be served in one year. Must not exceed 100. The difference between quantity minimum and maximum must not exceed 15%.*	**Maximum Total Price** (Unit price x Maximum quantity)
4001	**TRAINING** Costs associated with the execution of the program for the participants, which includes staff, supplies, materials, and activities associated with fulfilling the goals of the program.	$___ *per youth*	____	$_____	____	$_____
4002	**ADMINISTRATION** Costs associated with the operational activities of staff, associated insurance and utility costs of space. Must not exceed 10% of total budget.	$___*per youth*	____	$_____	____	$_____
Total				$_____		$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

20% of Total Requested Amount (Performance Based)							
Contract Line Item No. (CLIN)	**Item Description**	**Unit**	**%**	**Attainment Rate** *As proposed per Section L.2.1.2.9.1*	**Proposed Quantity** *Placement (CLIN 003) and Attainment (CLIN 004): multiply Quantity Maximum by Attainment Rate for each measure, as proposed per Section L.2.1.2.9.1. For Literacy & Numeracy Gains (CLIN 005) multiply the number of youth to whom you anticipate this outcome will apply, as proposed per L.2.1.2.9.1.c.ii, by Attainment Rate for Literacy & Numeracy measure as proposed per Section L.2.1.2.9.1. For Retention (CLIN 006), multiply the Proposed Quantity under Placement (CLIN 003) by Attainment Rate for Retention measure as proposed per Section L.2.1.2.9.1.*	**Price Per Unit**	**Total Price**
4003	**Youth Outcome Measure : Placement in Employment or Further Education**	Each	5	_____	_____	$_____	$_____
4004	**Youth Outcome Measure : Attainment of a Degree/Certificate**	Each	5	_____	_____	$_____	$_____
4005	**Youth Outcome Measure : Literacy & Numeracy Gains**	Each	5	_____	_____	$_____	$_____
4006	**Youth Outcome Measure : Retention**	Each	5	_____	_____	$_____	$_____
Total							$_____

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

Contract Line Item No. (CLIN)	Item Description	Minimum Total Price	Maximum Total Price
1001-1005	**Training, Administration, and Youth Outcome for the Out-of-School Year Round Youth Program**		
Grand Total for B.8		$_____	$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Employment Services (DOES), is soliciting quality year-round youth workforce development programs that best meet the needs of District youth and the provisions of the District of Columbia Youth Employment Services Initiative Amendment Act of 2005 and the Workforce Investment Act (WIA) of 1998. The Out-of-School Year Round Youth Program, supporting between 250-500 youth, will be provided to disconnected youth in the District of Columbia.

C.2 APPLICABLE DOCUMENTS

Document No.	Document Type	Name	Version
1	Federal Law	Workforce Investment Act (WIA) of 1998	Most Recent
2	Federal Advisory	USDOL/ETA Training and Employment Guidance Letter (TEGL) 17-05; 17-05 Change 1; 17-05 Change 2	Most Recent
3	Federal Advisory	USDOL/ETA Training and Employment Guidance Letter (TEGL) 13-09	Most Recent
4	District of Columbia Municipal Regulations	District of Columbia Youth Employment Act of 1979	Most Recent
5	District of Columbia Municipal Regulations	District of Columbia Child and Youth Safety and Health Omnibus Amendment Act of 2004	Most Recent
6	District of Columbia Municipal Regulations	District of Columbia Youth Employment Services Initiative Amendment Act of 2005	Most Recent
7	Federal Notice	USDOL/ETA Notice of Determination of Lower Living Standard Income Level (LLSIL) for 2010. Federal Register, Vol. 75, No. 88, Friday, May 7, 2010, Notices, pp. 25296-25300. http://edocket.access.gpo.gov/2010/pdf/2010-10794.pdf	2010

C.3 DEFINITIONS

Basic Skills Deficient — The individual computes or solves problems, reads, writes, or speaks English at or below the eighth grade level.

Contextual Learning – Learning that occurs in close relationship with actual experience. Content is taught in a context that is personally relevant to the young person, for example, incorporating sports statistics in teaching math skills.

Core Activities – Services offered to participants following enrollment and orientation. Youth participate in activities and receive services related to development of skills and abilities and achievement of program outcomes. Core Activities include three program components: Education; Work Readiness and Experience; and Placement and Transition.

Credential - A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure apprenticeship or industry-recognized certificates.

Documenting the attainment of a credential is critical to measuring performance. A contractor will not meet performance measures unless the credential document or paperwork is submitted to OYP in a timely manner, which is defined as a maximum of three (3) weeks after attainment.

Date of Exit – Represents the last day on which the individual received a service funded by the program or partner program (see definition of "exit"), excluding transition/follow-up services.

Date of Participation – Represents the first day, following a determination of eligibility, that the individual begins receiving a service funded by the program.

Disconnected Youth – A youth who is unemployed, a high school dropout, transitioning from foster care, involved in the juvenile justice system or otherwise divorced from social and community supports.

Exit – The term "program exit" means a participant does not receive a service funded by the program or funded by a partner program for 90 consecutive calendar days and is not scheduled for future services, excluding transition/follow-up services.

Exit Quarter – Represents the calendar quarter in which the date of exit is recorded for the individual.

Inactivity – Inactive participants will be exited after 90 consecutive days of inactivity. If a participant returns to the program after that period, the service provider must inform the youth of their exited status. A participant who returns to the program within the 90-day window but still exhibits sporadic attendance must sign an attendance contract.

Individual Service Strategy (ISS) – An individualized, written, outline of long- and short-term academic and employment goals for a youth. It incorporates the results of assessment and interviews with the youth and identifies supportive service needs, developmental opportunities as well as transition services. The ISS is used to track services, support and opportunities to be delivered and/or coordinated by the program and should be regularly reviewed and updated as changes occur. The ISS is developed jointly by the case manager and the youth.

In-School Youth – An eligible youth who has not received a secondary school diploma or its equivalent and is attending any school (including elementary, intermediate, junior high school, secondary or post-secondary, or alternative school or program), whether full or part time or is between school terms and intends to return to school.

National Quality Standards – The National Youth Employment Coalition's PEPNet is the premier national effort on quality standards and practices in youth employment programs. These quality standards were informed by best practice and lessons learned from the field of education and youth workforce development, and are seen as fundamental principles that not only help inform and guide high performing programs, but also create a natural progression for program operations, design, services and quantifiable outcomes. DOES has incorporated the PEPNet standards throughout this RFP. For more information on PEPNet's resources visit www.nyec.org/pepnet.

Out-of-School Youth - An eligible youth who is A) a school dropout (defined as "an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent"); or B) an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient **and** who is unemployed or underemployed.

Preliminary Activities – Activities and services that an organization undertakes to connect with targeted youth and officially enroll eligible youth in the program. Specifically, these consist of recruitment, certification of eligibility, and enrollment and orientation.

Program Cycle: The period in which youth are engaged in the Education and Work Readiness & Experience components, and receive placement. It does not include the required 12 months of Transition Support. For details on these program components, see section C.5.12.

Retention – Ensuring that participant placed in unsubsidized employment, postsecondary education, advanced training, the military, or a qualified apprenticeship program, stays engaged for minimum of nine (9) months after the month of placement in the respective placement.

Subsidized Work Experience: A job at a public or private site in which the wages paid to an employee are financially supported by federal or DC funds intended to provide paid work experience and build work readiness.

Transition Support – Continued contact with and support to participant for a minimum of twelve (12) months following a participant's exit from the program.

Unsubsidized Employment - Full or part-time employment in a job not financed from funds provided by a federal or DC grant intended to provide paid work experience.

Work Readiness – Skills, knowledge, abilities and traits required to function effectively in an employment environment. There are three general areas: 1) *career awareness and direction* –knowing what jobs are available, which ones interest them and what the requirements are; 2) *job search* – knowing how to secure a job; and 3) *employability* – knowing how to maintain employment.

Workforce Investment Act (WIA). The federal law, signed on August 7, 1998, which replaced the Job Training Partnership Act. It provides for the development of comprehensive programs and services related to work and education, to ensure that at-risk in-school and out-of-school youth have the necessary skills to become successful and productive adults. The law and regulations may be found at http://www.doleta.gov/usworkforce/wia/act.cfm .

Wrap-Around: Support that helps youth strengthen their assets and meet personal needs beyond academic and career preparation. Strengthening assets means helping youth build the relationships, opportunities and personal qualities they need to avoid risks and to thrive. It can include helping youth develop their talents and explore positive interests. Meeting personal needs means connecting young people to services to ensure their health, well-being, and ability to fully participate in an education or work setting. Depending on individual needs it could include connecting youth to transportation, health care, child care, counseling, or other services.

C.4 BACKGROUND

In 2005, the District of Columbia City Council amended the Youth Employment Act of 1979 through passage of the Youth Employment Services Initiative (YESI) Amendment Act of 2005. This amendment established a year round program to provide employment and training opportunities focused primarily on hard-to-serve District youth ages 14 to 24. Identified as the Year-Round Program, this initiative expanded the menu of services offered under the District's federally-funded employment and training programs for out-of-school and in-school youth to reach a broader range of youth so that the most at-risk young people would have access to comprehensive preparation for real job opportunities.

The federal Workforce Investment Act (WIA) of 1998 was signed into law on August 7, 1998 and serves in-school and out-of-school youth. The act provides for the development of comprehensive programs and services related to work and education, to ensure that at-risk youth have the necessary skills to become successful and productive adults.

DOES will combine these local and federal funds to support comprehensive, year-round workforce development programs to help youth gain academic skills and credentials while preparing for successful attachment to the workplace and self-sufficient adulthood.

National and local research documents the positive correlation between earning potentials and education levels. This disparity becomes more alarming considering the current economic landscape, in which greater competition exists at the entry level where youth and seasoned adults are vying for similar employment opportunities.

The needs and challenges of youth in the District of Columbia are well documented. In 2008, The Urban Institute estimated that 6,200 youth aged 12 to 24 living in the District of Columbia were "disconnected:" had left school without a high school degree and were not employed full-time, year round. Additionally, the Institute estimated that 8,200 youth were "partially connected:" they had a secondary diploma, but were not employed full-time, year round. The majority of both groups of youth lived in families with serious economic challenges.

In 2009, a study of DC residents by Northeastern University's Center for Labor Market Studies found that over one-third (38%) of 16-24-year-olds with a high school diploma who were not enrolled in further schooling were unemployed. For youth age 16 to 24 who had not earned a high school diploma, over two-thirds (68%) were unemployed.

Both studies analyzed the latest data available at the time. The Urban Institute reviewed data from 2004-2006; the Center for Labor Market Studies looked at 2005-2007 data. Since national studies have shown that young people have suffered disproportionately high unemployment in the recession from 2008 on, it is likely that the numbers of disconnected and partially connected youth in DC have increased.

These young people who are not making positive connections to the labor market frequently lack the skills to secure or maintain a job and the basic support structure to make a successful transition to adulthood. This leaves them at risk of substantial periods of unemployment, homelessness, criminal justice system involvement, and poverty.

C.4.1 TARGETED YOUTH

DOES will target services to youth who are most likely to become disconnected: low-income individuals between the ages of 14 and 21 who are out of school. See Section C.3 for a definition of the term "out-of-school youth."

DOES will place special emphasis on serving youth who are:

- Involved in the juvenile or criminal justice system;
- In foster care, or aging out of foster care;
- Pregnant or parenting;
- Persons with a disability;
- Residents of public housing;
- Homeless or runaways;
- Children of incarcerated parents; and/or

- Residents of high need communities, including those noted in Neighborhood Clusters, Attachment J.9, and others designated by the District as areas of need.

Priority will be given to programs that address the needs of vulnerable youth ages 16-21. Programs to serve 14-15 year olds will be accepted, however, these program designs must demonstrate the ability to meet the long-term performance outcomes described herein.

A significant majority of the target youth in the District read below the 9th grade level. Accordingly, contractors are expected to work effectively with youth who have low literacy/basic skill levels.

C.5 REQUIREMENTS

C.5.1 INTRODUCTION

PROGRAM DESIGN AND SERVICE DELIVERY

The contractor shall provide a comprehensive, year-round set of activities and services, supports and opportunities rooted in national quality standards. As presented in Attachment J.15, the contractor shall provide a sequence of program elements including Preliminary Activities, Core Activities, and Data Management and Program Improvement Activities.

C.5.1.1 AGE AND STAGE APPROPRIATE SERVICES

Proposed activities shall be appropriate to the ages and stages of development of the group of youth to be served. For example, career exploration, work readiness training, and job shadowing activities may be more appropriate for younger teens. Older youth may be offered work experience, career mentors, job search, internships, supported subsidized employment, or apprenticeships that align with their career and vocational interests.

The contractor shall comply with the U.S. Department of Labor's labor requirements for persons under the age of 18. The U.S. Department of Labor's "Youth Rules" can be found at http://www.youthrules.dol.gov/index.htm.

While youth 18 and older participate in the year-round youth program, they may also be eligible for training and workforce development services that DOES funds for adults, including the resources associated with DOES's One-Stop Career Centers. DOES will provide contractors with information about these services and will facilitate links between contractors and providers of DOES-funded services for adults.

C.5.1.2 DOES SUPPORT

The Department of Employment Services (DOES) will provide the following support services and activities:

- Certify participant eligibility from documents provided by the contractor
- Provide technical assistance to contractor and program staff
- Offer organizational and professional development workshops and other capacity-building opportunities
- Pay stipends directly to designated youth participants
- Conduct program monitoring and evaluation
- Report on program operations and results to the U.S. Department of Labor, DC officials, and stakeholders

C.5.1.3 PROGRAM CYCLE AND NUMBER OF YOUTH SERVED

The offeror shall specify the duration of the program cycle. The program cycle is the period in which youth are engaged in the Education and Work Readiness & Experience components, and receive placement. It does not include the required 12 months of Transition Support. For details on these program components, see Section C.5.12.

The duration of the program cycle will vary based on the program design and youth served. The offeror shall specify the minimum and maximum number of youth to be served in a program cycle. If the offeror expects to run more than one program cycle in a year, the offeror shall also specify the minimum and maximum number of youth to be served in a year.

The difference between the minimum and maximum number of youth to be served in a year shall not exceed 15%.

The offeror shall propose to serve at least 15 and no more than 100 youth in a year.

C.5.1.4 QUALIFICATIONS OF OFFERORS

Organizations that are eligible to apply for this grant are public or private non-profit or for-profit organizations of demonstrated effectiveness:
a) a community-based organization;
b) an institution of higher education;
c) a private for-profit agency;
d) a public or private nonprofit agency;
e) a local educational agency;
f) a consortium of the agencies, organizations, institutions or authorities described in any of (a) through (e) above.

C.5.2 COLLABORATIVE APPROACH

DOES does not expect individual contractors to directly provide the entire array of services, support and opportunities – academic, vocational, health, housing, child care, legal, recreational, and others – that DOES seeks to provide for the targeted youth (see Section

C.4.1) . Rather, DOES seeks comprehensive approaches that maximize available resources through collaboration. Specifically, the contractor shall:

- Develop partnerships that expand the range and availability of services, supports and opportunities, facilitate the recruitment and retention of targeted youth, enhance the provision of case management, and fulfill program and youth needs.
- Continually seek potential resources and partners.

Programs shall build collaborative relationships within communities, across programs, and between systems. Partners may include, but are not limited to, secondary schools, charter schools, juvenile justice, criminal justice and child welfare agencies, other public agencies, community-based organizations, faith-based organizations, volunteer groups, private-sector employers, and postsecondary education and training institutions.

Partnerships are allowed and encouraged. If doing so, the contractor shall submit a proposal, identifying the partnership or subcontractor arrangement in accordance with Section H. The contractor shall ensure clear establishment of roles between partners, clear communication between partners regarding the goals and purpose of the program, and adherence by all partners to these goals, objectives and standards.

C.5.2.1 LEVERAGED RESOURCES

Sufficient resources should be in place to support and sustain all aspects of the proposed program and should not be limited to the financial resources available under this RFP. Specifically, the contractor shall:

- Seek to have multiple sources of financial and in-kind support.
- Build a broad base of community support.

Offerors are encouraged to demonstrate in-kind and/or cash match resources from a variety of sources. These resources must directly support the proposed program activities and must be documented with a Letter of Commitment (LOC), Memorandum of Understanding (MOU) or other material. Offerors that can demonstrate levels of leveraging will be stronger candidates.

Such leveraged resources can apply to any budget item as long as they support program activities. Cash match is defined as a contribution of funds made available to the respondents to be used specifically for program activities. Offerors should assign a monetary value to any in-kind contributions. Examples of in-kind resources can include:

- Staff time from lead and/or partner agencies (directly related to services to youth)
- Facilities (where services occur)
- Participant expenses (e.g. internship/work experience wages, incentives, supportive services, tuition, books, fees, tools or clothing for employment)
- Equipment (directly related to services to youth)
- Marketing, outreach and/or media support

C.5.3 PRELIMINARY ACTIVITIES

The contractor shall conduct Preliminary Activities to market the year-round program to eligible youth in the community; collect eligibility documentation; provide youth information about the program, related activities and expectations; and enroll eligible youth in the program.

C.5.3.1 RECRUITMENT ACTIVITIES

The contractor shall recruit youth for their program. The contractor shall identify the segment(s) of the target population they expect to serve and demonstrate a clear rationale for focusing on those youth. The contractor shall have a clear plan for marketing the year-round program and openly recruiting youth in their communities.

Approaches to outreach and recruitment shall focus on reaching the group of youth that offerors propose to serve. Strategies may include partnering with schools, agencies and organizations that can identify targeted youth and connect them to the program; employing dedicated staff and/or peer outreach workers; participating in relevant school and community events or information fairs; and others.

C.5.3.2 ELIGIBILITY AND CERTIFICATION

C.5.3.2.1 YOUTH ELIGIBILITY CRITERIA

To receive services youth must provide the contractor with supporting documentation (see Attachment J.17) that they:

1) Are between the ages of 14 and 21;
2) Reside in the District of Columbia;
3) Are legally permitted to work in the United States;
4) Meet income guidelines (see chart below); and
5) Demonstrate one or more of the following:
    a. deficient in basic literacy skills;
    b. a school dropout
    c. homeless, a runaway or a foster child;
    d. pregnant or a parent;
    e. an offender; or
    f. an individual (including a youth with a disability) who requires additional assistance to complete an educational program or to secure and hold employment.

The contractor may request that DOES waive eligibility criteria for a particular youth. The contractor shall submit the request in writing and detail why the youth should be served despite not meeting eligibility. Until the contractor has received written approval of the waiver from DOES, the youth may not be enrolled.

C.5.3.2.2 INCOME GUIDELINES

Income eligibility is determined by comparing the annual family income and family size to a set of standards. Youth must provide for both income and family size documentation. The total household income must be at or below the following levels.

Household Size	Annual Income Limit
1	$10,505
2	$17,216
3	$23,631
4	$29,168
5	$34,425
6	$40,261

As part of the eligibility process, the contractor shall collect documents that verify the income and family size of potential participants, and submit those to DOES. See Attachment J.17 for a list of acceptable documents.

Note: A youth with a disability whose family does not meet income eligibility criteria may be eligible if the youth's own income meets the income criteria for a family size of one. Other targeted youth (e.g., youthful offenders, foster youth, homeless, etc.) may be automatically determined income eligible.

C.5.3.2.3 ENROLLMENT

All youth served must meet eligibility criteria detailed in Section C.5.3.2.1-2. The contractor shall collect the documents necessary to determine youth eligibility and submit these to DOES. DOES will certify eligibility and notify the contractor; at that point eligible youth can be enrolled by the program. DOES will provide training on the process for officially enrolling participants in the program. Training will be provided to each contractor on an individual basis.

If a youth is eligible but is not enrolled in the contractor's program, the contractor shall provide referral information on the full array of applicable or appropriate services available locally including One-Stop Career Centers, DOES, and DOES-funded youth service providers. In addition, the contractor shall refer youth for further assessment if determined appropriate. Contractors are strongly encouraged to link and share information with other organizations in order to connect to the range of services that are appropriate for the youth.

C.5.3.3 <u>ORIENTATION</u>

The contractor shall provide an orientation for their program participants. The orientation shall include information on the full range of program activities, expectations, services, and policies, including those provided by partners.

C.5.4 ATTENDANCE GUIDELINES

C.5.4.1 TIME REPORTING

The contractor shall complete a hard copy attendance log with a format provided by DOES, as well as an electronic version to be entered into DOES's online payroll system. The participant and supervisor must sign off on all payroll documents. Completed documents and data entry must be submitted to DOES at the end of every pay period. DOES will train the contractor in the procedures. Training will be provided to each contractor on an individual basis.

C.5.4.2 YOUTH PAYMENT

DOES will provide youth participants with a weekly stipend for consistent program participation and an hourly wage for subsidized work experiences.

C.5.4.2.1 PAYMENT PROCESS

Youth will be paid directly by DOES. They will be paid only for hours they are actively engaged in identified activities that are part of the program design.

Biweekly, the contractor shall submit hard copy and/or electronic forms (which DOES will provide) to DOES documenting participants' consistent participation to qualify for stipends and/or participants' hours of work to qualify for wages. DOES will review and approve the information provided. Once approved, DOES will generate payment to youth. Youth will receive payment every two weeks. DOES will provide contractors a schedule of dates for submitting forms and dates on which DOES will issue payments to youth.

C.5.4.2.2 STIPENDS/WAGES

The contractor shall specify the mix of stipends and wages appropriate to the proposed program design (see Section L.2.1.2.1).

Youth shall receive stipends for participating in a variety of work-based, education, and/or training experiences. Examples could include academic, work readiness, or life skills development; occupation-specific training; career development; simulated work environments; job shadowing; volunteer work or structured community service learning projects.

Youth shall receive wages for work experiences in which they perform a job at a public or private workplace.

If an offeror is unsure whether a work experience is eligible for a stipend or a wage, the offeror shall consider the following six criteria, which help establish whether a participant is an employee or a trainee of an employer site. If any of the six criteria are not met, a youth

would receive wages. If all of the criteria are met, the experience may be considered a training position which would merit stipends:

- The training, even though it includes actual operation of the facilities of the employer, is essentially a training experience similar to a vocational school;
- The participant is primarily the beneficiary of the experience;
- Regular employees are not displaced and the experience is closely supervised/observed;
- The "employer" that hosts the experience derives no immediate or significant advantage (and may experience an actual downside);
- The participant is not necessarily entitled to a job at the conclusion of the experience; and,
- There is mutual understanding between the participant and the host agency that the participant is not entitled to wages for this time because the activity is essentially a training experience.

DOES shall make the final determination regarding what activities will qualify for a stipend or a wage.

C.5.4.2.3 AMOUNT

For each year that a youth participates in a program, DOES will provide the youth up to $9,500 for wages and/or stipends. Youth may receive up to $125 per week for stipends. Youth may receive wages for work experience for up to 26 weeks a year, up to 30 hours per week. Youth will be paid $8.25 per hour.

The total number of weeks that youth receive a stipend or a wage shall not exceed 48 weeks in a year. The contractor shall indicate the proposed stipends and wages on the Stipends/Wages Form, Attachment J.10.

C.5.4.2.4 CHILD LABOR LAW

The contractor shall comply with the U.S. Department of Labor's labor requirements relating to for persons under the age of 18, as discussed in Section C.5.1.1.

C.5.5 <u>KEY PERSONNEL</u>

C.5.5.1 STAFFING AND SUPERVISION

The Contractor shall provide the staff to successfully accomplish the solicitation requirements as described in Section C.5. The Contractor shall provide at a minimum:

Key Staff

a) Program Director

The Contractor shall provide a Program Director responsible for the Contractor's overall operations. The Program Director shall provide continuous monitoring, oversight, and supervision of the Contractor's fulfillment of the required services and the status of the Contractor's work.

b) Supporting Staff

The Contractor shall provide supporting staff as necessary to perform the required services.

c) Changes in Personnel or Location

The contractor shall send a request for approval of any changes in key personnel to the COTR via electronic file within 30 days of the change. In addition, if the contractor anticipates a change in service location, the contractor shall send a request for approval and a pre-approval site visit to the COTR no later than the 30th day in advance of the change.

C.5.5.2 STAFF-TO-PARTICIPANT RATIO

The contractor shall have a ratio between 1:10 and 1:15 of youth service professionals (employees whose positions focus on working directly with youth) to youth. DOES will consider a ratio outside this range if the contractor can illustrate how youth will receive the individualized attention and support needed to achieve the outcomes as specified.

C.5.6 MEETINGS

C.5.6.1 KICK-OFF MEETING

The Contractor shall attend a kick-off meeting to discuss the contract and initiate commencement of the project. The meeting will be held at DOES or the contractor's site.

C.5.6.2 QUARTERLY MEETINGS

The contractor shall attend quarterly meetings to review all results as described in the Reporting Section, C.5.9, and to assess general performance. Meetings will be held at DOES or the contractor's site.

C.5.7 REPORTS

C.5.7.1 WORK PLAN

The contractor shall develop and submit for the review by the COTR a comprehensive work plan that shall include the planning, organizing, and implementing the program, tasks and activities necessary to successfully perform the required services. The work plan shall include deliverables and a timetable for execution.

C.5.8 DATA MANAGEMENT & PROGRAM IMPROVEMENT ACTIVITIES

The contractor shall collect, store, review, and report complete and accurate data relating to their program, including: operational and program performance; services; and participant demographics, progress, and outcomes. Further, the contractor shall use the resulting information and resources to examine its operations and seek ways to improve the process. Specifically, the contractor shall:

- Have a user-friendly system for collecting and sharing data on individual youth and program activities.
- Collect data to document the progress and measure performance outcomes.
- Collect, use and report organizational performance data.
- Base improvement efforts on facts, including performance data and feedback from stakeholders.
- Execute regular cycles of planning, implementation and evaluation.

DOES aims to support programs in their efforts to continuously improve their work with youth. DOES will offer technical assistance and capacity-building activities in a variety of subjects related to professional development. These will include operational requirements, program practices, and quality standards, including the National Youth Employment Coalition's PEPNet standards and tools. The contractor shall ensure that the appropriate staff members attend these sessions.

C.5.9 REPORTING REQUIREMENTS

The Workforce Investment Act (WIA) requires extensive data collection to validate eligibility and performance. While DOES will be responsible for program monitoring, evaluation and reporting to the U.S. Department of Labor, the contractor shall produce regular and timely documentation to DOES of program activities and each youth's progress. The contractor shall maintain hard copy reports, including but not limited to eligibility documents, achievement measures, and performance measures documentation. In addition, the contractor shall maintain electronic and hard copy financial records that clearly document all funds received and expenditures.

a) Monthly Report

The contractor shall submit information on Youth Outcome Measures, Youth Interim Measures and Process Performance Measures on a monthly basis (see Section C.5.14) including, but not limited to:

- Youth demographic and assessment data;
- Youth participation data (e.g. attendance information per activity);
- Youth achievement data (completion of activities, receipt of GED/Diploma and/or vocational programs); and
- Youth employment/educational placement data (Employer/School contact information, Wage, Hours worked, Benefit information, Educational Credential data, etc).

b) Quarterly Report

The contractor shall submit a program narrative on a quarterly basis documenting performance to date. The quarterly narrative will be used to target specific technical assistance needs and will cover a variety of items including, but not limited to:

- Description of program activities provided during quarter;
- Significant accomplishments;
- Noted challenges: programmatic, administrative, and fiscal, including technical assistance requests;
- Corrective attempts to resolve challenges; and
- Brief description of activities planned for next quarter.

c) Final Report

The contractor shall submit a final report no later than the 30th day after the expiration of the contract. This report will summarize all service delivery data, accomplishments, challenges, and recommendations.

d) Unusual Incident Report

If an unusual incident occurs at the program, the contractor shall notify the COTR of the incident via phone or facsimile within 24 hours or the next business day following the incident. The contractor shall provide a report on the incident to the COTR in hard copy and/or electronic file to the COTR within three (3) days after the incident occurrence.

C.5.10 TECHNOLOGY REQUIREMENTS

At a minimum, the contractor shall provide the following technology to accommodate the time and attendance and other reporting requirements of the program, as well as to receive correspondences from participants and DOES related to the program. Offerors may provide for the purchase of appropriate hardware and software in the proposal budget:

- MS Windows XP Professional or Mac OS X
- MS Office Professional Version 2003 or 2007 (recommended) or Mac MS Office 2004 or 2008 (recommended)
- High-speed internet access through cable, DSL, or fiber-optics
- Processor: 2.2 gigahertz (GHz) or higher
- Memory: 2 gigabytes (GB) or 4 GB (recommended)
- Hard Drive: 160 GB or 250 GB (recommended) of storage
- Current Anti-Virus and Anti-Spyware software. Recommended: McAfee Virus and Antispyware version 8.5; Webroot AntiVirus with Spy Sweeper; or AVG Anti-Virus version 9.0.
- Individual E-mail accounts for staff working on the proposed project
- Adobe Reader Version 9 or higher (free, downloadable online)

C.5.11 CORE ACTIVITIES AND PROGRAM FEATURES

The contractor shall engage in activities and services related to three components. Each of the components includes the four program features described in Section C.5.13. It is expected that the contractor will offer each youth a clear program package based upon a distinct set of activities and strategies leading to the specified outcomes.

C.5.12 CORE ACTIVITIES

CORE ACTIVITES
Education
Work Readiness and Experience
Placement and Transition Support

C.5.12.1 EDUCATION

The contractor shall offer educational options that help participants build basic literacy and numeracy skills and attain a secondary credential. Specifically, the program design shall:

- Use assessment tools to identify academic skill levels (Section C.5.13.1.a).
- Engage youth as active participants in the learning process.
- Provide opportunities for youth to gain/improve basic literacy and numeracy skills, including English as a second language.
- Design activities that reinforce the connection between academic learning and work.
- Provide supports that will maintain/improve school attendance, scholastic performance, academic grades, credit accumulation/acquisition and grade progression.
- Provide youth with opportunities to progress toward a recognized credential.
- Help youth learn how to access post-secondary education or advanced training opportunities.
- Ensure that youth are consistently engaged in appropriate activities during the entire program period.

Activities for youth requiring improved **basic skills** shall build participants' abilities in reading, writing and math. For **secondary education attainment**, the contractor shall help youth attain a high school diploma or GED certificate. If the goal is not reasonably attainable as demonstrated by academic skill levels (Section C.5.13.1.a), the contractor shall focus on improving basic skills and making continuing education part of the program's transition support. Depending on the needs of participating youth, contractors may offer activities such as alternative secondary education instruction, opportunities for credit retrieval or credit recovery, and/or educational supports focused on regular attendance, tutoring, study skills instruction; guidance regarding course selection; English as a Second Language; financial and/or computer literacy; or other matters.

A significant majority of eligible youth in the District read below the 9th grade level. Program designs shall include strategies for building academic skills of youth with low basic literacy and numeracy skill levels.

Instructional methods shall actively engage youth in their learning. Such methods shall create opportunities for youth to learn through experiences, projects and discussion/ interchanges. Activities may include obtaining information through interviews, web sites and libraries; making presentations or teaching one another. Other offerings may involve project-based activities, in which youth work in teams, for example, to research and report on a topic, using their academic and computer skills and enhancing their communication skills.

Contractors shall respond to individual learning needs. This may include providing practice and reinforcement to master a skill, one-on-one attention, or allowing independent work. Programs shall also incorporate contextualized learning options that connect academic learning and work. Content shall be taught in a context that is personally relevant to the youth and helps them understand how academics apply to the "real world." For example, if developing math skills, a contractor may incorporate elements from a work experience – such as designing a stream clean-up, overseeing a transaction, or analyzing client participation.

C.5.12.2 WORK READINESS AND EXPERIENCE

The contractor shall offer various activities and services that help youth participants gain skills they will need to succeed in both immediate and future employment. All activities in this component shall be age and developmentally appropriate for participants. Specifically, the program design shall:

- Provide opportunities for youth to develop competencies appropriate to securing employment, including resume writing, interviewing and job search skills.
- Provide opportunities for youth to develop competencies appropriate to maintaining employment, such as communication, dealing with supervision and interpersonal and lifelong learning skills.
- Provide opportunities for youth to assess career interests and explore a variety of career options.
- Provide opportunities for youth to participate in work-based learning activities, such as job shadowing, career mentors, internships, occupational training, work experience and community service.
- Ensure that youth develop competencies that are relevant to local/regional labor market demands, post-secondary requirements and/or industry standards.
- Ensure that youth can communicate the competencies they have gained to employers and others.
- Ensure that youth are consistently engaged in appropriate activities during the entire program period.

Work readiness training shall address several related areas. The first area, **career development**, will help youth gain a better sense of what they might like to do to earn a living and connect their efforts in the program to their longer-term aspirations. The contractor shall assess each young person's career aptitudes and interests, help youth

explore careers, and help youth set and pursue career-related goals that include fulfilling related educational requirements. Career exploration can take a variety of forms based on developmental stage of participants and program design. Activities may include researching how personal interests connect to careers, investigating pathways in particular industries, examining local labor market needs, identifying education and training opportunities, visiting worksites, learning from professionals in different occupations, and trying out industries of interest through job shadows, internships or employer-sponsored events.

The second area, **job search,** shall focus on how to secure a job. The contractor shall help youth learn how to communicate their skills and abilities and sell themselves—in a resume, in an interview and on a job application. The contractor shall also teach youth where to find resources to get a job, how to use those resources, and how to develop personal and professional networks to support their search. Activities may include sessions on resume writing, mock interviews and completing job applications; using newspapers, the Employment Service and the Internet to look for jobs; distributing and collecting business cards; and sessions on appropriate dress and behavior at various workplaces.

The third area, **employability**, shall focus on developing skills to maintain employment. Youth will develop interpersonal skills, learn to be punctual and responsible, to work under direct supervision and to deal with difficult situations at work. The contractor shall teach youth to solve problems, make decisions, and work productively in teams and with people different than themselves and their friends.

The contractor shall also provide **work experience**, preferably through work-based learning. Work-based learning allows youth to experience the work environment first hand and to apply their knowledge to real-life situations. It also provides an effective way for youth to develop employability skills. Work-based learning activities shall include opportunities that relate to academic, work readiness, and occupational skills. Work-based learning activities may include simulated work environments, job shadowing, volunteer work, structured community service learning projects, internships, apprenticeships, on-the-job training, specific occupational skills development/training, academic skill development relating to work, business incubators and subsidized work experience (which could include DC's Summer Youth Employment Program).

The contractor shall relate academics to the workplace and use work readiness and experience activities to reinforce academics.

The contractor shall undertake **employer engagement**, connecting the program with employers and ensuring that employer partnerships help programs respond to current industry needs by informing curriculum and organizational development. The contractor may engage employers in different ways. Employers may offer workplace tours, mentors, job shadows, work experiences, internships, occupational skills training, or job placements. Employers could contribute to program activities related to career exploration, project-based learning, mentoring, and work readiness.

The contractor shall link any **occupational skills training** to the local labor market and occupations in demand in that market. Industry partnerships that expose youth to high-

growth, high-demand occupations are encouraged where feasible. Growth industries in DC identified by DOES include Health Care, Hospitality, Information Technology, Construction Trades, Utility Industry, Administrative Support, and Emerging "Green" Jobs such as those related to Energy Efficiency and Green Building. Numerous occupations require certificates or licenses gained through short-term (6-12 month) occupational skills training. DOES encourages the use of such training offered in partnership with a local education or training provider.

C.5.12.3 PLACEMENT & TRANSITION SUPPORT

The contractor shall connect youth to their next step – placement in further education and/or employment—and provide transition support for at least twelve (12) months.

Placements shall flow from each youth's experience in the program, serving as a fit for their skills, interests, and needs, from which they can progress toward self-sufficient adulthood. Placements shall stem from a strong understanding of the labor market and from solid, ongoing connections built with educational institutions and employers. Specifically, the program design shall:

- Connect youth to employment opportunities and placement assistance.
- Connect youth to post-secondary education or advanced training opportunities.

Activities related to post-secondary education placement may include visits to colleges, technical schools or advanced training programs; understanding college or training institute entry requirements; assistance in completing applications; SAT preparation courses; opportunities to talk with peers attending schools or programs that interest them; connections to academic "bridge" programs; research about financial assistance; and opportunities to participate in a pre-apprenticeship program or to earn college credits prior to high school graduation.

The contractor shall continue to work with the youth for at least 12 months after placement. Research and experience have shown that vulnerable youth are most likely to succeed when they can participate in a gradual transition from full program participation to independent engagement in positive activities. Transition support activities, which have a greater scope than traditional "follow-up," will not only encourage continued youth achievement, but will also help the contractor keep track of participant progress. Activities shall build on the progress youth have achieved to that point, focusing on helping youth persist and succeed in jobs and education. Specifically, the contractor shall:

- Ensure that all youth have an updated ISS for how they will continue to pursue and achieve academic and career goals.
- Coordinate with appropriate agencies as a youth prepares for transition.
- Provide transition activities and supports for at least one year.

Transition support activities shall include regular contact by phone and in person; continuation of regular ISS review and updating; opportunities for alumni to connect with other alumni, program staff, and youth currently participating in Core Activities; personal and professional development opportunities; and counseling and/or mentoring.

In addition, the contractor shall offer services aimed directly at helping youth retain a job or remain in post-secondary education, such as further educational preparation and/or training; independent living assistance; connections with supportive services, including child care and financial help for tools or clothes; job placement assistance; and communication with/support to the employer/educational institution.

C.5.13 PROGRAM FEATURES

PROGRAM FEATURES
Individual Planning and Guidance
Youth Engagement
Positive Relationships
Wrap-Around Support

The contractor shall incorporate four features throughout the program: Individual Planning and Guidance, Youth Engagement, Positive Relationships, and Wrap-Around Support.

C.5.13.1 INDIVIDUAL PLANNING AND GUIDANCE

Youth vary in maturity levels, abilities, interests and need for direction, challenge and support. The contractor shall tailor the program experience for each youth, helping youth set clear personal goals and a plan to reach them, while providing adult guidance to maintain focus. Specifically, the program design shall:

- Ensure a comprehensive, objective assessment of factors relevant to academic and career goal-setting and service planning for each young person.
- Have staff and youth use assessment data to set appropriate academic and career goals and create an individual written plan for program participation.
- Have a system by which an adult or team of adults monitors and manages each youth's individual plan and progress.
- Ensure youth and staff periodically reflect on progress and revise the plan as needed.
- Work with other systems with which its participants are involved, such as schools, foster care, juvenile justice, to streamline and coordinate service planning and delivery and avoid duplication.

a) Assessment

Planning shall begin with a thorough assessment of the youth. The contractor shall provide an objective assessment of the academic levels, skill levels, service needs and strengths (assets) of each youth. This must include literacy/numeracy skill levels, occupational skills, prior work experience, career interests and aptitudes (including interest in non-traditional jobs), work-related habits and attitudes, support needs, talents, and personal interests.

A new assessment of a particular factor is not required if the contractor, with approval by the COTR, determines a recent assessment conducted pursuant to another program is sufficient.

Assessment may include testing instruments, interview(s) with program staff, writing samples, and other methods. Assessment techniques shall be:

- Objective and not program-specific, or limited to the organization providing assessment;
- Comprehensive in gauging all the needs of young people, to enable youth to succeed in the program; and
- Ongoing, so that the participant's needs are evaluated throughout the program.

In the area of *literacy and numeracy*, the contractor shall use only approved testing instruments. Programs may propose others, but the COTR must approve them before implementation. The following are the current approved testing instruments for literacy/numeracy skills:

- Tests of Adult Basic Education (TABE)
- CASAS Survey Achievement Tests

The contractor shall use the same instrument for pre- and post- testing of academic skills. Any youth assessed below the 9th grade must receive educational services to develop his or her literacy and numeracy skills.

In the area of *work readiness*, DOES strongly encourages a pre- and post-work readiness measure as one of the Interim Measures (Section C.5.14.2) and will work with contractors to identify an appropriate tool.

Youth with disabilities, diagnosed and undiagnosed, are one of the largest cross-segments of the population of vulnerable youth. Those with "hidden" (non-apparent) disabilities account for the largest number of individuals with disabilities. The contractor shall train staff to recognize the possibility of an undiagnosed disability at assessment and should be familiar with working with youth with a range of disabilities.

The contractor shall provide qualified staff and/or partners who have knowledge of appropriate accommodations and supports, as well as those with knowledge of identifying, screening and connecting to formal diagnosis and/or specialized assessments. In developing

and providing services, the contractor shall have clear strategies for addressing the needs of youth with disabilities, such as learning, mental health, and emotional support.

b) Individual Service Strategy (ISS)

Drawing from the assessment, the contractor shall work with each youth to develop a written Individual Service Strategy (ISS). The youth will take the lead, with assistance from a staff person, in setting personal, academic, and career goals and determining appropriate program activities and services as well as a realistic timeframe to move toward the goals. The ISS shall include wrap-around services. The contractor shall regularly update the written ISS based on activities performed through the program. The ISS shall be an active document, evolving as participants' needs and goals evolve.

c) Case Management

The contractor shall provide, directly or through partner entities, daily case management services for each youth. The ISS shall drive active case management, with a staff person or team of staff monitoring progress and making sure the young person does not get lost or go off track. The youth and staff shall meet on a regularly scheduled basis to review progress and revise the ISS.

Case management includes thoroughly documenting participants' engagement in all aspects of the core activities and features of the program.

The contractor shall coordinate referrals and help youth navigate the education system and social service agencies. For youth involved in the foster care, juvenile/criminal justice, or other systems, the appropriate program staff shall work closely with the youth's case manager in that system to coordinate and streamline service planning and delivery and avoid duplication of services.

The contractor shall consider engaging family (see Section C.5.13.3.c) or other responsible adults in the youth's life in ISS development and review, or other aspects of guidance and planning.

C.5.13.2 YOUTH ENGAGEMENT

The program design shall help participants become active contributors to the program and the community. Specifically, the program design shall:

- Provide opportunities for all participants to make meaningful contributions to the program and to the community.
- Provide youth with opportunities to explore, experiment and test their own ideas.
- Provide training and support to staff, volunteers and/or other adults in how to develop youth-adult partnerships and support youth engagement.
- Provide youth with training and support, including logistical resources, to enable and enhance their engagement.

- Regularly solicit and use input from youth to tailor program offerings to youth interests and needs.

The contractor shall engage youth through program location and environment. Locations shall be accessible to youth. The contractor shall provide a physical space where youth feel physically and emotionally safe and which offers youth a sense of community and belonging. Ideally, programs will offer a continuum of opportunities out of one location ("site-based" or "center-based" approaches).

The contractor shall set and enforce standards of behavior, rules, and disciplinary actions. Programs may consider involving youth in the process of setting and enforcing rules to increase their ownership of the program and set the example for their peers.

The contractor shall prepare youth for leadership roles and incorporate opportunities for all participants to lead. The program design shall use different methods to regularly obtain feedback from youth about their program experience, and actively respond so youth know their perspectives have an impact. These may include satisfaction surveys, focus groups, even an alumni advisory group.

The contractor shall provide activities that address a youth's need to have a sense of his or her own identity; to have a sense of being part of a group or a greater whole; and to value others and feel valued by others. Activities to address these areas may include use of journals and reflection; promoting interest in cultural heritage; enabling youth to showcase their talents and accomplishments; service activities and recognizing youth achievements.

C.5.13.3 POSITIVE RELATIONSHIPS

The contractor shall structure opportunities for youth to build positive relationships with others; these relationships can play a key role in supporting and reinforcing youth success. Specifically, the program design shall:

- Develop and nurture sustained relationships between youth and caring, knowledgeable adults.
- Provide youth with opportunities to forge positive peer-to-peer and peer group relationships.
- Ensure that activities, materials, tools and organizational structures promote acceptance and awareness of diverse groups, races and cultures.
- Provide youth with opportunities to work cooperatively with others.
- Work to increase youth's support from family and/or other responsible adults for meeting goals.
- Ensure that youth learn how to successfully navigate the community.

a) Caring Adults

i) **Staff.** The contractor shall recruit, train, develop, support, and retain caring, highly skilled and knowledgeable staff who act as coaches and

facilitators to youth. This includes agency and any partner staff such as teachers, counselors, case managers, crew leaders, job developers, program directors or other individuals involved in the program.

The contractor's staff, regardless of their position, shall interact with youth in a highly professional and respectful manner, with high expectations for all participants. Staff shall consistently communicate and enforce program rules while also seeing youth as valued partners in the program, seeking their input and feedback. Staff shall understand the needs and cultural dynamics of the young people, and approach service delivery from a strength-based perspective.

The contractor shall incorporate regular staff development activities that build staff capacity to help youth succeed in the program and achieve outcome and interim goals. The contractor shall engage staff in in assessing their own performance and identifying their training needs and interests. The contractor's staff development strategy shall include participating in technical assistance and capacity-building activities provided by DOES (see Section C.5.8).

ii) **Mentors.** The contractor may develop long-term (at least one year in duration) mentoring relationships for participants. Mentoring relationships shall have clear goals to support career development and or educational attainment. The mentor shall not be the same individual as the case manager or coach working with the youth. Thoughtful implementation of a mentoring program is necessary, including staff qualifications for coordination, screening and training of mentors, and proactive follow-up and monitoring of mentor/mentee relationship.

b) Peers

The contractor shall infuse activities with opportunities for peer involvement, peer leadership, and peer-to-peer assistance and support. The program design shall focus on building positive group relationships that help youth learn to work cooperatively, manage conflicts, and interact with a diverse group of individuals. It shall provide opportunities for youth to assist peers and their community and to develop a sense of purpose and work cooperatively.

c) "Family"

The contractor shall engage youths' family members where such engagement can reinforce the youth's achievement in the program. Family members do not necessarily have to be parents; family members may include any individuals outside the program whom a youth counts on for positive support, such as a grandmother, a social worker, a brother, or a neighbor. Activities to engage family members may include regular communication, ongoing input into a youth's Individual Service Strategy (ISS), celebratory events, connecting family members to needed services, or other approaches.

C.5.13.4 WRAP-AROUND SUPPORT

The contractor shall provide access to support services to address youth needs. The program design shall also help youth build assets – develop talents and explore positive interests. Specifically, the program design shall:

- Help youth identify their personal assets and needs and develop a strategy for supportive services and asset building.
- Connect youth to appropriate support services, activities and opportunities at the program and/or within the community.

Thus, the program design may connect youth to athletics, music lessons, or art museums even as it helps them address housing, physical/mental health, child care, transportation, or other needs. Programs do not need to provide all wraparound supports themselves. Instead, contractors may collaborate with other organizations to link youth to a range of services and opportunities. All partnerships must be documented and approved by the COTR.

C.5.14 PERFORMANCE MEASURES

DOES will evaluate program performance on three levels: **Youth Outcome Measures, Youth Interim Measures** and **Process Performance Measures**. The first level documents youth outcomes – benefits and changes experienced by program participants. Interim Measures document incremental steps that youth make toward achieving these outcomes. Process Performance Measures document indicators related to program operations.

C.5.14.1 YOUTH OUTCOME MEASURES

DOES has identified four Youth Outcome Measures to track what happens to youth as a result of their participation in the year-round program. The four key youth outcomes are:

Youth Outcome Measures
Placement in Employment or Further Education/Training
Attainment of a Degree/Certificate State/Employer recognized)
Literacy & Numeracy Gains
Retention

a) Placement in Employment or Further Education/Training

This measure evaluates whether participants are in employment (including the military) or enrolled in post-secondary education and/or advanced/occupational skills training, in the first quarter after the exit quarter.

Note: Individuals who are either in post-secondary education or employment (including the military) at the date of participation are excluded from this measure.

b) Attainment of a Degree or Certificate

This measure evaluates whether participants have attained a diploma, GED, or certificate, by the end of the third quarter after the exit quarter.

To qualify, the educational or occupational skills credential must be approved by one of the following:

- State educational or vocational and technical educational agencies;
- Institutions of Higher Education;
- Professional, industry or employer organizations;
- Registered apprenticeship programs;
- Public regulatory agencies;
- Programs approved by the Department of Veterans Affairs;
- Office of Job Corps and Tribal Colleges.

Note: According to this measure, a certificate is only approved if it is State and/or Employer recognized.

c) Literacy & Numeracy Gains

The Literacy and Numeracy Gains measure is only applicable to out-of-school youth who are basic skills deficient and whose educational level increases by at least one level within one year of program participation.

This measure evaluates whether participants have gained one or more educational functioning levels (EFLs) within one year of program participation. The measure is based on documented pre- and post-tests using the same approved assessment instrument. The current approved testing instruments for literacy/numeracy skills are: Tests of Adult Basic Education (TABE) and CASAS Survey Achievement Tests (see Section C.5.13.1.a).

d) Retention

This measure evaluates whether participants who attained the placement in employment/education outcome measure (see Section C.5.14.1a) are engaged in employment (including the military), post-secondary education, or advanced/occupational skills training, during the third quarter after the exit quarter. The placement does not have to be the same as the first.

C.5.14.1.1 Performance Goals for Outcome Measures

DOES is expected to achieve performance goals established with the U.S. Department of Labor. Accordingly, DOES has set local performance goals for the following Youth Outcome Measures:

Youth Outcome Measure	DC Performance Goal
Placement in Employment or Further Education/Training	70%
Attainment of a Degree/Certificate (State/Employer recognized)	65%
Literacy & Numeracy Gains	55%

The contractor shall propose performance goals appropriate for the youth to be served. If the proposed goals are lower than the DC Performance Goals listed above, the contractor shall provide specific information explaining why the proposed goals are more appropriate for the population of youth to be served. See Section L.2.1.2.9.1 for application questions related to performance goals, which include calculations of attainment rates for each Youth Outcome Measure.

C.5.14.2 YOUTH INTERIM MEASURES: PROGRESS TOWARD OUTCOMES

Youth Interim Measures are short-term or "real-time" measures evident during and immediately after the end of the contract period. Interim measures provide real-time indication of progress toward the Outcome Measures—whether the participant has achieved a milestone on the way to achieving the measure.

Since Interim Measures determine the impact of specific programs or services upon individual participants, Interim Measures shall be customized for each service design and contractor. The contractor shall propose Interim Measures appropriate to the proposed program. The contractor shall propose at least one Interim Measure in each of two categories: Category 1, Placement in Employment or Further Education/Training, and Category 2, Attainment of a Degree/Certificate or Literacy & Numeracy Gains.

For example, Interim Measures that would demonstrate progress toward **Placement in Employment** may include tracking participation in work-based learning experiences, lack of lateness or absence over a period of time, or presentation of reports on career fields of interest. DOES is interested in measuring increases in work readiness skills; contractors interested in tracking this Interim Measure shall utilize a pre- and post- measurement tool provided by DOES (based on a national tool DOES adapted and used in the Summer Youth Employment Program 2010). For **Further Education/Training**, Interim Measures may include completing a SAT/ACT preparation course, visiting colleges or apprenticeship programs, or submitting financial aid applications.

Interim Measures that would demonstrate progress toward **Attaining a Degree/Certificate** or **Literacy & Numeracy Gains**, may include re-enrollment in secondary school or

alternative programs, school attendance, homework completion, satisfactory grades, course completion, progress to the next school grade, or passing GED section tests.

Section L.2.1.2.9.2 includes a list of Interim Measures, based on the above examples, from which contractors may choose. A contractor may propose other measures, to be approved by the COTR.

For each Interim Measure tracked, contractors shall provide a measurement tool or mechanism to be reviewed and approved by the COTR.

Interim Measures shall be assessed on a monthly basis to indicate potential for achievement of the longer range outcomes.

C.5.14.3 PROCESS PERFORMANCE MEASURES

The third type of measures address the process the contractor is making towards performance goals and the implementation of mandatory service delivery. These measures shall include:

- Recruitment (type of activities, venues, and number of youth reached)
- Eligibility Determination (number of youth who entered the eligibility determination process)
- Enrollment (number of youth and demographics of those enrolled)
- Youth Participation (number of youth participating in activities)
- Participation Duration (how long individuals remain in the program)
- Staff Development (type of activity, sponsor, number of staff participating)
- Collaboration (development or utilization of partnerships)

SECTION D: PACKAGING AND MARKING

This section is not applicable to this contract.

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be from date of award through one year thereafter.

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 (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

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

Reference	Deliverable	Quantity	Format and Method of Delivery	Due Date	To Whom
C.5.9	Participant Files	1	Hard copy at Program Site/ Electronic Copy	Within 30 days of contract expiration	COTR
C.5.9	Participant Eligibility Documentation	1 each	Hard copy at Program Site/ Electronic Copy	Ongoing	COTR

C.5.4	Time and attendance Documentation	Up to 26	Hard copy and online	Bi-weekly	COTR
C.5.9a	Monthly Report	12	Hard copy and/or electronic, DOES will specify	By 10th calendar day of each month for prior month	COTR
C.5.9b	Quarterly Report	4	Electronic file	By 10th calendar day of the month following the end of the calendar quarter	COTR
C.5.9c	Final Report	1	Electronic file	30 days after expiration of the contract	COTR
C.5.5.1c	Request for approval of changes in key personnel	Varies	Electronic file	Within 30 days of the change	COTR
C.5.5.1c	Request for approval and pre-approval site visit related to change in service location	Varies	Electronic file	By 30th day in advance of the change	COTR
C.5.9d	Unusual Incident Report	Varies	Telephone or Fax Hard copy and/or electronic file	Within 24 hours or the next business day following the incident Within 3 days after the incident occurrence	COTR COTR

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.1.3 Licensees are charged a fee for license processing as determined by the District. The Contractor shall determine their charge for processing each license and indicate that amount at Section B.3. All expenses related to the Professional Licensing process shall be considered in determining the Contractor's fee. The Contractor shall be paid accordingly.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the 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 (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 ORDERING CLAUSE

G.4.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.4.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.4.3 If mailed, a delivery order or 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.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

a) the 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

a) the 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.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Kenneth D. Hayslette, CPPO, C.P.M., CPCM
Services Contracting Manager
District of Columbia
Office of Contracting & Procurement
441 4th Street NW, Suite 700S
Washington, DC 20001
202.724.4389; cell 202.213.5405
Kenneth.Hayslette@DC.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

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

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

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

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

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

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

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

Jerrianne Anthony
Office of Youth Programs
Department of Employment Services
625 H Street, NE
Washington, DC, 20002
(202) 698-4520
jerianne.anthony@dc.gov

G.9.3 The COTR shall NOT have the authority to:

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

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

G.10 PAYMENT

G.10.1 The District will pay the amount due the Contractor as set forth in Section B of the contract and in accordance with the terms of the contract upon presentation of a properly executed invoice authorized by the COTR.

G.10.2 The District will enter into a hybrid cost reimbursement/performance-based contract with organizations that are awarded contracts.

The contract will specify that the contractor will receive 80% of the awarded contract amount on a cost reimbursement basis. Payment will be made in accordance with the contractor's itemized line item budget. The annual amount paid shall not exceed 80% of the awarded contract amount. Cost reimbursement will apply to the following CLINs:

Cost Reimbursement
G.10.2.1 CLIN 001 – Training
G.10.2.2 CLIN 002 – Administration

The contract will specify that 20% of the awarded contracted amount will be reserved for performance-based payments. Performance-based payments will apply to the following CLINs:

Performance-Based
G.10.2.3 CLIN 003 – Youth Outcome Measure: Placement in Employment or Further Education
Five percent (5%) of the total contract amount will be paid per participant for those who achieve Placement in Employment or Further Education as outlined in Section C.5.14.1.a. Payment will be authorized upon receipt of documentation of one of the following, for each participant, with a proper invoice:

a) Official Hire Letter from Employer
b) Official Enrollment Letter from accredited post-secondary or advanced/occupational training institution
c) Official Class Schedule from accredited post-secondary or advanced/occupational training institution

G.10.2.4 CLIN-004-Attainment of a Degree/Certificate
Five percent (5%) of the total contract amount will be paid per participant for those who attain a Degree or Certificate as outlined in Section C.5.14.1.b. Payment will be authorized upon receipt of documentation of one of the following, for each participant, with a proper invoice:

a) High School Diploma
b) GED Certificate
c) Certificate which meets the requirements identified in Section C.5.14.1.b.

G.10.2.5 CLIN-005-Literacy & Numeracy Gains

Five percent (5%) of the total contract amount will be paid per participant for those who achieve Literacy & Numeracy Gains as outlined in Section C.5.14.1.c. Payment will be authorized upon receipt of documentation of one of the following, for each participant, with a proper invoice:

a) Pre-test and Post-test results from TABE demonstrating gain of at least one (1) Educational Functioning Level
b) Pre-test and Post-test results from CASAS demonstrating gain of at least one (1) Educational Functioning Level

G.10.2.6 CLIN- 006- Retention

Five percent (5%) of the total contract amount will be paid per participant for those who achieve Retention in Employment or Further Education as outlined in Section C.5.14.1.d. Payment will be authorized upon receipt of documentation of one of the following, for each participant, with a proper invoice:

a) Paystub for most recent pay period
b) Official Letter of Employment, including dates employed and position, from Employer
c) Official Class Schedule from accredited post-secondary or advanced/occupational training institution
d) Official Report Card from accredited post-secondary or advanced/occupational training institution
e) Official Letter from accredited post-secondary or advanced/occupational training institution, including dates of enrollment

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. .: 2005-2103 Rev. No 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR 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 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 of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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

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

(1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
(2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the 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 CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.8.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence
Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Reserved.

H.9.2 <u>Subcontracting Plan</u>

The prime contractor responding to this solicitation is required to submit with its proposal, a notarized statement detailing its subcontracting plan. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.9.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.9.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.9.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.9.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 **Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 <u>Enforcement and Penalties for Breach of Subcontracting Plan</u>

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to 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

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

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via

endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

   Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth D. Hayslette, CPPO, C.P.M., CPCM
Services Contracting Manager
District of Columbia
Office of Contracting & Procurement
441 4th Street NW, Suite 700S
Washington, DC 20001
202.724.4389; cell 202.213.5405
Kenneth.Hayslette@DC.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

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

(1) An applicable Court Order, if any
(2) Contract document
(3) Standard Contract Provisions

(4) Contract attachments other than the Standard Contract Provisions
(5) RFP, as amended
(6) BAFOs (in order of most recent to earliest)
(7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of $1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

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

DCCF-2011-R-2000
Out-of-School Year Round Youth Program
Department of Employment Services

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination, 2005-2103 Rev. No. 10, June 15, 2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Neighborhood Clusters
J.10	Stipends/Wages Form
J.11	Leveraged Resources Form
J.12	Performance Report Form (DOES)
J.13	Performance Report Form (General)
J.14	Project Component Budget Forms
J.15	Program Flow

Attachment Number	Document
J.16	Sample Price Schedule
J.17	Acceptable Eligibility Documentation List

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 suboffers. (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 (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause13.

_____
_____

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 of the offeror 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.7.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

C. does not have a proposed debarment pending; and

D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

_____

_____

_____

_____

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 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. The Technical Proposal narrative (Sections L.2.1.2-4) shall be no longer than 25 pages, single spaced, excluding Required Attachments. The offeror shall also submit an email version of their proposal, submitted in two parts titled "Technical Proposal" and "Price Proposal" to Terique.Parker@dc.gov. 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. *DCCF-2011-R-1000, "Out-of-School Year Round Program".***

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Evaluation Factors correspond to the technical proposal questions (Section L.2.1). 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 and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

The Offeror's proposals shall be organized with the following parts in the following order:

Part 1: Executive Summary
Part 2: Technical Approach
Part 3: Technical Expertise and Experience of the

Offeror's Staff and Subcontractor Information
Part 4: Past Performance
Part 5: Price Proposal

L.2.1 TECHNICAL PROPOSAL

Detailed information about the requirements of each Part is provided below.

L.2.1.1 Part 1 – Executive Summary

1) The Offeror shall provide a brief discussion of the history of the Offeror's firm, its organization, the number of employees, how the proposal connects to the firm's organizational mission and goals, and the Offeror's expertise in providing services similar to those proposed.

2) The Offeror shall include a signed Solicitation, Offer and Award Form (page 1 of the solicitation) and any signed amendments to the solicitation. The person signing the offer shall initial erasures or other changes. 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. The Offeror shall set forth, in this Section, the name, title, telephone number, and address of the person authorized to negotiate in behalf of the Offeror and contractually bind the Offeror, if other than the person signing the proposal.

3) The Offeror shall provide a summary of the proposal, not to exceed one (1) page. This should include a description of the target population, number of participants to be served, type of program and kind and duration of services, essential partners, expected youth outcomes, program schedule, amount of funds requested and cost per participant.

L.2.1.2 Part 2 – Technical Approach

L.2.1.2.1 *Overview Questions and Preliminary Activities*

1) What is the duration of your program cycle, in months? For details on the program cycle, see Section C.5.1.3. Will you run more than one program cycle in a year, and if so, how many?

2) How many youth do you anticipate serving in a program cycle? Specify a minimum number of youth and a maximum number. The difference between the minimum and maximum number should not exceed 15%. If you will run more than one program cycle in a year, also specify a minimum and maximum number of youth to be served in a year.

3) Describe the demographics of the youth your program will target to serve. Why was this target population selected?

4) Describe the location(s) for where services will be delivered. Indicate the number(s) of the neighborhood cluster(s) for the location(s) as listed in Attachment J.9, Neighborhood Clusters. Include rationale for why the location was chosen and how the target population of youth will access the location. If multiple locations are used, please describe what services are offered in each.

5) How many hours per week will youth participate in the program?

6) To indicate the mix of stipends and wages appropriate to the proposed program, complete and submit Attachment J.10, Stipends/Wages Form.

7) Describe the process to identify and recruit targeted youth.

8) Describe the process you will use to collect eligibility documentation from targeted youth.

9) Describe your orientation program.

L.2.1.2.2 *Core Activities: Education*

1. Describe your educational services. Please include how the activities meet the specific needs of the target population and how these will lead to the intended outcomes. Also include the amount of time individual youth will be engaged in these services, when and where these services will occur and partnerships utilized in the delivery of these services.
2. Describe how academic instruction will take low skill levels into account. Include details on how diverse learning styles and academic abilities will be identified and addressed. Describe activities that reinforce the connection between academic learning and work.
3. Describe your organization's approach to providing classroom-based programming, including any examples of contextual learning, non-conventional instructional methods, and other academic enrichment activities for serving youth with poor academic performance.
4. Describe the academic curriculum to be utilized, and the procedure and timing for assessing literacy and numeracy skills.

L.2.1.2.3 *Core Activities: Work Readiness & Experience*

1. Describe the work readiness training provided including instructional techniques, curriculum, competencies, assessment methods and standards for completion.
2. Discuss how work readiness activities meet the specific needs of the target population and how these will lead to the intended outcomes. Also include the average number of hours an individual youth will participate in each, when and where these will occur, and partnerships utilized in the delivery of these services.
3. Describe how employers are engaged throughout the program to inform training and workforce development needs. Detail any specific partnerships with employers or industry groups.

4. Describe how youth will be given the opportunity to participate in subsidized or unsubsidized work experiences. Include the type, structure, when these will be offered, whom these opportunities will be offered to, and communication between program staff and the workplace. Describe any methods used to ensure an agreement between all parties on duties, schedule, learning objectives, contact information, responsibilities and evaluation.
5. Describe how these experiences will lead to permanent, unsubsidized employment.

L.2.1.2.4 *Core Activities: Placement & Transition*

1. Describe how the program will connect youth with employment opportunities and placement assistance.
2. Describe how the program will connect youth to post-secondary education and/or advanced training opportunities.
3. Describe how the program will coordinate with appropriate agencies as a youth prepares for transition.
4. Describe how the program will provide at least 12 months of transition activities and supports to participants completing Core Activities.
5. Describe in detail how the program will obtain documentation of participant outcomes, such as employment, industry certification, et cetera.

L.2.1.2.5 *Program Feature: Individual Planning & Guidance*

1. Describe the process for providing objective assessments of academic levels, skills levels, personal assets and service needs of each participant.
2. Describe how the program will provide daily case management services for each youth.
3. Describe how the Individual Service Strategy (ISS) will be used to document services for each participant and to measure progress toward attaining goals during Core Activities and during transition. Describe the steps that will be taken to ensure that the ISS is an active document that reflects a participant's progress, evolving goals, and service needs.
4. Describe how the program will work with other systems with which its participants are involved.

L2.1.2.6 *Program Feature: Youth Engagement*

1. Describe how the program will provide opportunities for all participants to make meaningful contributions to program development, decision-making and continuous improvement activities.
2. Describe how the program will take advantage of opportunities for youth engagement in the community.

L.2.1.2.7 *Program Feature: Positive Relationships*

1. Describe strategies to engage parents/guardians or other significant individuals in young people's lives outside the program to support youth success.
2. Describe how staff, volunteers and/or other adults will develop and maintain strong youth-adult partnerships that encourage youth engagement.
3. Describe how the program will provide opportunities for youth to develop positive peer-to-peer and peer group relationships.
4. Describe how the program will ensure that activities, materials, tools and organizational structure promote acceptance and awareness of diverse groups, races and cultures.

L.2.1.2.8 *Program Feature: Wrap-Around Support*

1. Based on the demographics of the target youth, what particular assets and personal need does the program anticipate providing services to build or meet?
2. Describe how the program will provide access to the appropriate support services, activities and opportunities.

L.2.1.2.9 Performance Measurement

L.2.1.2.9.1 *Youth Outcome Measures*

1. Describe what youth are expected to achieve as a result of participation in the program.
2. Complete the following items, indicating the performance goals of the program: the number and percent of youth that you anticipate will achieve the four youth outcome measures.
   a. Placement in Employment or Further Education/Training
      i. Number of youth you anticipate attaining this outcome: _____
      ii. Maximum number of youth you anticipate serving: _____ (from your response under Section L.2.1.2.1)
      iii. Anticipated attainment rate (i divided by ii, multiplied by 100): _____%
   b. Attainment of a Degree or Certificate
      i. Number of youth you anticipate attaining this outcome: _____
      ii. Maximum number of youth you anticipate serving: _____ (from your response under Section L.2.1.2.1)
      iii. Anticipated attainment rate (i divided by ii, multiplied by 100): _____%
   c. Literacy & Numeracy Gains (applicable only to out-of-school youth who are basic skills deficient)
      i. Number of youth you anticipate attaining this outcome: _____
      ii. Maximum number of youth to whom you anticipate this outcome will apply (those who test below 9th grade proficiency at program entry): _____
      iii. Anticipated attainment rate (i divided by ii, multiplied by 100): _____%
   d. Retention
      i. Number of youth you anticipate attaining this outcome: _____
      ii. Number of youth you anticipate serving: _____ (the maximum number of youth you anticipate attaining the placement outcome, as noted above)
      iii. Anticipated attainment rate (i divided by ii, multiplied by 100): ____%

3. If the attainment rates proposed for a, b, c, or d are lower than the DOES-established DC performance goals (see Section C.5.14.1.1), provide specific information explaining why the proposed rates are more appropriate for the population of youth to be served.

L.2.1.2.9.2 *Youth Progress Toward Outcomes: Interim Measures*

1. Select at least one Interim Measure from each of the two categories below as potential measures to show progress during the year. Feel free to offer one of your own under "other." Describe how you plan to measure them. DOES will work with successful offerors to develop and finalize measurements in the appropriate areas.

Category 1: Placement in Employment or Further Education
Career Awareness and Direction
Number of youth who complete career interest survey
Number of youth who complete career exploration activities
Job Search
Number of youth actively seeking employment
Number of youth who complete mock interview
Number of youth who complete job search skills training
Employability
Number of youth who have few or no latenesses or absences over a particular period of time
Work Experience
Participation of youth in work experiences
Number of youth who demonstrate proficiency in work readiness skills (using a pre- and post-measurement tool provided by DOES, which will be based on a national tool DOES adapted and used in the Summer Youth Employment Program 2010).
Post-secondary Directedness
Number of youth completing SAT/ACT preparation course
Number of youth who visit colleges/postsecondary institutions
Number of youth who obtain financial support
Number of youth who submit completed application
Number of youth who complete apprenticeship entry exam

Other:_____

Category 2: Attainment of a Degree/Certificate or Literacy & Numeracy Gains
School Engagement
Number of youth who participate in a certification course
Number of youth who re-enroll in secondary school or an alternative program

Academic Achievement
Number of youth who complete coursework and tests
Number of youth who increase ESL proficiency
Number of youth advancing to the next school grade
Number of youth who maintain a GPA of 2.0 or higher
Number of youth passing a GED section test

Other:_____

L.2.1.3 Part 3 – Technical Expertise and Experience of Offeror's Staff and Subcontractor Information

1. Briefly summarize the offeror's organizational history, mission and structure. Indicate on an attached organizational chart where the proposed services fit.
2. Identify staff responsible for each component of the proposed program. Include direct services and administrative personnel from the offeror and any collaborative partners. Indicate where staff persons may have multiple responsibilities (e.g., counseling and teaching).
3. Discuss staff qualifications, skills and experience working effectively with disconnected youth, including youth with disabilities. Describe qualifications to implement proposed services and learning objectives.
4. Indicate the ratio of youth service professionals (staff whose job focuses on working directly with youth) to participants for each component of the proposed program. If the ratio exceeds the recommended range (see Section C.5.5.2), explain how the proposed ratio will enable youth to receive the individualized attention and support needed to achieve the outcomes specified in this RFP.
5. Describe plans for staff development during the project period, including making staff available for sessions conducted by DOES. Describe how management will inform all program staff of contract content and requirements and receive staff input on implementation.
6. If collaborative partners are involved, indicate how their organizational missions connect with the proposed program. Describe the roles they will play and how their participation will contribute to the program. Describe the structure that the offeror and partners will employ to ensure coordination, communication and attainment of program goals. Attach Letters of Commitment (LOCs) or Memoranda of Understanding (MOUs).
7. Discuss the extent to which in-kind or financial resources, in addition to funds from this RFP, will support the program. Complete and attach the Leveraged Resources Form (Attachment J.11).
8. Describe the system that will be used to collect and share data on individual youth and program activities.
9. Describe how the program will use this data for planning, implementation and improvement efforts. Provide at least one specific example of how data from a prior experience with similar programming was used to improve organizational performance.
10. Discuss the organization's fiscal management system and staff experience, particularly working with government funds.
11. Describe the facilities that will be used including location of classes and other services, total square footage of training/school site, accessibility to target youth including those with disabilities and any and all equipment or resources that will be available to youth.

L.2.1.4 Part 4 – Past Performance

1. Describe at least two (2) years of recent experience providing specific youth services/activities to the target population. Include experience working in collaboration with other organizations. Indicate experience working with Workforce Investment Act (WIA)

funds or other programs funded by the federal government or the District of Columbia.

2. The *Performance Report Form* will demonstrate the offeror's performance in the delivery of similar services in the last two (2) completed program years. In the Attachments there are two versions of the *Performance Report Form – DOES* (Attachment J.12) and *General* (Attachment J.13).
   - If you have served as a year-round in-school or out-of-school youth contractor for DOES for the last two years: contact LaShaun Basil, Office of Youth Programs, DOES, at lashaun.basil@dc.gov. Ask her to complete the *DOES Performance Report Form* and send it to you. Submit the completed form with your application.
   - If you have not served as a DOES year-round youth contractor in the last three years: ask one or more of your funders to complete the *General Performance Report Form* to demonstrate your performance for the last two (2) completed program years, and send it to you. Submit the form(s) with your application.
   - If you served as a DOES year-round in-school youth contractor starting in late 2008, but did not serve as a contractor previously: Contact LaShaun Basil, Office of Youth Programs, DOES, at lashaun.basil@dc.gov. Ask her to complete the DOES Performance Report Form for 2009 and send it to you. Ask one of your other funders to complete the *General Performance Report Form* for the previous year. Submit both forms with your application.
   - If you operated a program without an external funder who can document performance, complete and submit the General Performance Report form. A self-completed report will not be given the same weight as a funder-completed report.

L.2.2 PRICE PROPOSAL

Part 5- This section shall be submitted under a separate cover titled "**Price Proposal**".

The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal described in Section B to perform the requirements of the solicitation as described in Section C. The price stated shall include all items to effectively conduct and complete the required service described in Section C – Statement of Work including, but not limited to, the cost of labor, travel, overhead, administrative charges, taxes, profit, insurance and other expense associated with the consulting service(s).

The Offeror's Price Proposal will be evaluated separately from the Technical Proposal.

L.2.2.1 BUDGET/COST INFORMATION

L.2.2.2 Budget

1. Using the DOES Project Component Budget Forms (Attachment J.14), submit a budget for program services for one year. It should include all costs for operating the program, with the exception of youth stipends/wages.

a. Please note: the DOES Project Component Budget Forms require Offerors to divide the total budget into two cost categories: Administration and Training. Administration must not exceed 10% of the total budget. Administration refers to costs associated with the operational activities of staff and associated insurance and utility costs of space. Training refers to costs associated with the execution of the program for the participants, which includes staff, supplies, materials, and activities associated with fulfilling the goals of the program.

2. For every position charged to this project, attach a job description. If the position is currently filled, also attach a resume.
3. Attach a copy of the offeror's most recent fiscal audit.

L.2.2.3 Budget Narrative

Attach a budget narrative. Include the following in the narrative.

1. Give a brief and concise explanation of the information included in the forms under L.2.2.2, including:
   a. Each budget item in the same order as presented in the Project Component Budget Forms. Include method and/or formula for estimating each line item figure.
   b. The resources you expect to leverage to assist in meeting proposal outcomes, including cash match and in-kind contributions.
   c. Stipends youth would receive as part of the program.
2. Provide evidence that the budget includes sufficient and appropriate resources, including staff, equipment and supplies, to meet goals and objectives.

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 **Monday, October 18, 2010 at 2:00pm**. 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 CO 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 and time 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 a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating 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 ***14*** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ***14*** days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials 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 CO, Kenneth Hayslette, Ken.Hayslette@dc.gov, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO 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

CO 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 pricing for the option year(s).

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 ten (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 §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 §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Kenneth D. Hayslette, CPPO, C.P.M., CPCM
Services Contracting Manager
District of Columbia
Office of Contracting & Procurement
441 4th Street NW, Suite 700S
Washington, DC 20001

202.724.4389; cell 202.213.5405
Kenneth.Hayslette@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, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO 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, 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 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its 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 CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

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. The Conference will be held on:

Thursday, September 23, 2010 at 2:00 pm.

11th Floor Main Conference Room
District of Columbia Government
441 4th Street, NW
Washington, DC 20001

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

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

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

M.2 TECHNICAL RATING SCALE

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

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

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

M.3 EVALUATION CRITERIA

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

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

M.3.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in L.2. in accordance with the evaluation factors described below. The Offeror should respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered.

M.3.3 EVALUATION FACTORS

Proposals will be evaluated based on the following technical evaluation factors.

M.3.3.1 Price Criterion (10 Points)

The price evaluation will be objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score. Actual points assigned to each Offeror in this category will be based on the Offeror's total price and will be computed in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (10)\,(\text{Maximum Points}) = \text{Evaluated Price Score}$$

M.3.3.2 Technical Approach (45 Points)

This category evaluates how completely the proposal addresses requested services as specified in the RFP.

Item	*Key Areas in Section C (Scope of Work)*	*Questions in Section L (Instructions, Conditions & Notices)*	*Points*
a. Does the proposal demonstrate the offeror's ability to implement the Preliminary Activities of Recruitment, Eligibility Certification and Enrollment, and Orientation for the targeted youth?	C.5.3	L.2.1.2.1	5
b. Does the overall program design engage all targeted youth served in a comprehensive set of activities and supports related to the three Core Components: Education, Work Readiness and Experience, and Placement and Transition?	C.5.12	L.2.1.2.2-4	15
c. Does the proposal demonstrate the offeror's ability to: • Tailor and guide the program experience for each youth, based on the young person's goals, assets and needs? • Engage the targeted youth as active, respected contributors to the program and community? • Help youth forge and sustain positive relationships with adults and with peers and peer groups? • Provide wrap-around support to help youth strengthen their assets and meet personal needs beyond academic and workforce preparation?	C.5.13	L.2.1.2.5-8	10
d. Does the offeror establish goals for youth outcomes that are appropriate to the targeted group of youth and that the proposed program has the capacity to deliver? Do the goals meet or exceed the DC Performance Goals, or, if the goals are lower, provide an acceptable explanation for why the proposed goals are more appropriate for the population of youth to be served? Does the offeror identify at least one interim measure in each of the two specified categories that will illustrate youth progress toward outcomes?	C.5.14	L.2.1.2.9	10
e. Does the proposal incorporate a program duration, intensity, size, and wage/stipend structure that fits	C.5.1.3	L.2.1.2.1	5

within the RFP's specifications and is appropriate to the target youth and program design?	C.5.2.2		

M.3.3.3 Technical Expertise (30 points)

This category evaluates how adequately the offeror's overall staffing, management, and physical structures support program operations, reporting, and continuing improvement.

Item	*Key Areas in Section C (Scope of Work)*	*Questions in Section L (Instructions, Conditions & Notices)*	*Points*
a. Does the offeror have sufficient skilled, credentialed and experienced staff to make the project successful? Is the ratio of staff to participants appropriate to yield effective results based on program design? Does the offeror present a staff development strategy that will build staff capacity to help youth succeed in the program and achieve outcome and interim goals?	C.5.5.1-2 C.5.13.a.i	L.2.1.3.1-5	10
b. Does the proposal demonstrate the offeror's ability to leverage resources and utilize collaborative partnerships to support the recruitment of targeted youth and the delivery and sustainability of services?	C.5.2	L.2.1.3.6-8	10
c. Does the proposal demonstrate a data management system that will enable the offeror to effectively monitor program performance, manage performance accountability and reporting, and apply information to improve program operations?	C.5.8-9	L.2.1.3.9-10	5
d. Does the offeror have a financial system, facilities, and equipment (including technology) adequate to administer and support the proposed services?	C.5.9-10 C.5.13.2 C.5.12-14	L.2.1.3.11-12	5

M.3.3.4 Past Performance (15 Points)

This category evaluates experience by the offeror in providing similar services on the scale described in this RFP.

Item	*Key Areas in Section C (Scope of Work)*	*Questions in Section L (Instructions, Conditions*	*Points*

		& Notices)	
a. Does the offeror have at least two (2) years experience in providing services directly related to preparing vulnerable youth to enter the workforce and gain academic skills and credentials?	*n/a*	L.2.1.4.1	5
b. Based on the Performance Report Form(s), does the offeror provide a record of performance that indicates its capacity to meet the DC Performance Goals (or if appropriate, alternate goals proposed)?	C.5.14	L.2.1.4.2	10

M.3.3.5 Technical Bonus Points (10 Points)

This category evaluates whether the proposal qualifies for bonus points, relating to two technical areas: targeted youth and in kind/cash match resources.

Item	*Key Areas in Section C (Scope of Work)*	*Questions in Section L (Instructions, Conditions & Notices)*	*Points*
a. If at least 60% of the youth served come from one or more of the groups in the itemized list under C.4.1 Targeted Youth, AND the offeror provides evidence of capacity to successfully recruit and serve youth from the specified group(s), proposal receives 5 bonus points.	C.4.1 C.5.3.1 C.5.12-14	L.2.1.2.1 L.2.1.3.3 L.2.1.4.2	5
b. For in-kind or cash match resources of at least 25% of budget request – which are clearly documented in narrative, Leveraged Resources Form/Attachment J.11, and in attached LOC(s)/MOU(s) if from partner relationship(s), proposal receives 5 bonus points.	C.5.2	L.2.1.3.6-7	5

M.3.4 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.5 TOTAL POINTS (122 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.3.6 EVALUATION PROCEDURE

M.3.6.1 INITIAL REVIEW

The Office of Contracting and Procurement (OCP) will review each proposal to determine its responsiveness. Proposals determined to be ineligible or nonresponsive will be discarded.

M.3.6.2 TEAM REVIEW

Each proposal determined to be responsive will be evaluated by a technical review team. Teams will evaluate proposals based on the Evaluation Factors for Technical Approach (Section M.3.3.2); Technical Expertise (Section M.3.3.3); Past Performance (Section M.3.3.4); and Technical Bonus Points (Section M.3.3.5). Team members will represent a range of expertise in youth workforce development and may include DOES staff; other DC agency staff; and professionals from national and local organizations.

OCP will determine the Price Proposal score based on the evaluation formula as described in Section M.3.3.1. The Price Proposal score will be combined with the Technical Proposal score once the Technical Evaluations have been completed. OCP will also determine whether proposals qualify for Preference Points (Section M.3.4).

All proposals will be ranked accordingly. Proposals receiving a ranking of 70 and above will be reviewed by the Final Selection Panel. All others will be held for possible further consideration.

M.3.6.3 FINAL SELECTION PANEL

A panel of senior staff from DOES, OCP, and other qualified agencies or organizations will determine the final selection of awards based upon:

- Team Review evaluations, and rankings
- Distribution of services within and across geographic areas with significant populations of target youth as described in Attachment J.9 and Section C.4.1.
- Distribution of services among various populations of target youth as described in Section C.4.1
- Program diversity to ensure that programs vary by factors such as type of occupational training, as described in Section C.5.12.2, or educational offerings.
- Alignment with other public funding and/or initiatives.

M.4 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.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 <u>Application of Preferences</u>

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

M.5.1.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 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, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 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.6.2 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.