

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Consultant Services for the District's State Workforce Plan		Page of Pages 1   44	
			2. Contract Number	3. Solicitation Number  DCEB-2016-B-1001	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued  November 19, 2015
7. Issued By: D.C. Office of the Deputy Mayor for Planning and Economic Development Office of Contracts, Procurement and Grants 1100 4th Street, S.W., Suite E500 Washington, D.C. 20024			8. Address Offer to: D.C. Office of the Deputy Mayor for Planning and Economic Development C/O Workforce Investment Council (WIC) 1100 4th Street, S.W., Suite E500 Washington, DC 20024			

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

**SOLICITATION**

9. Sealed offers in original and 2 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 1100 4th Street, S.W., Suite E500 until 10:00AM local time Wednesday, December 2, 2015  
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Lindel Reid	B. Telephone			C. E-mail Address <a href="mailto:lindel.reid@dc.gov">lindel.reid@dc.gov</a>
		(Area Code) 202	(Number) 724-7330	(Ext)	

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12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
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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	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number)	(Ext)	

**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) Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The Government of the District of Columbia, Office of the Deputy Mayor for Planning and Economic Development (DMPED), on behalf of Workforce Investment Council (WIC) (the “District”) is seeking support of a Consultant (hereinafter the “Contractor”) to assist in producing and implementing the District’s State Workforce Plan.

**B.2** The District contemplates award of a labor hour contract with a cost reimbursement component for an approximate base period of nine (9) months with two (2) one-year options for the requirements stated in the schedules below.

**B.3 PRICE SCHEDULE – LABOR HOUR/COST REIMBURSEMENT**

**B.3.1 BASE PERIOD – (Date of Award through September 30, 2016)**

**LABOR HOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
0001	Consultant Services for the District’s State Workforce Plan	1500	\$ _____	\$ _____
<b>Total Estimated Labor Price</b>				\$ _____

**COST REIMBURSEMENT**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not-to-Exceed Cost</b>
0002	Contractor/Subcontractor Travel Expenses	\$ _____
<b>Total Not-to-Exceed Costs</b>		\$ _____

**Grand Total - B.3.1 Base Period \$**

**NOTE:** The District estimates the price for the base period to be in the range of \$150,000 to \$200,000 for all labor and travel expenses.

**B.3.2 OPTION YEAR ONE – (October 1, 2016 through September 30, 2017)**

**LABOR HOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
1001	Consultant Services for the District's State Workforce Plan	<b>TBD</b>	\$_____	<b>TBD</b>
<b>Total Estimated Labor Price</b>				

**COST REIMBURSEMENT**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not-to-Exceed Cost</b>
1002	Contractor/Subcontractor Travel Expenses	<b>TBD</b>
<b>Total Not-to-Exceed Costs</b>		

**NOTE:** The total number of labor hours, estimated price, and cost reimbursement ceiling for Option Year One will be negotiated post award and prior to execution of the option.

**B.3.3 OPTION YEAR TWO – (October 1, 2017 through September 30, 2018)**

**LABOR HOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Labor Hours</b>	<b>Hourly Labor Rate</b>	<b>Total Estimated Price</b>
2001	Consultant Services for the District's State Workforce Plan	<b>TBD</b>	\$_____	<b>TBD</b>
<b>Total Estimated Labor Price</b>				

**COST REIMBURSEMENT**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not-to-Exceed Cost</b>
2002	Contractor/Subcontractor Travel Expenses	<b>TBD</b>
<b>Total Not-to-Exceed Costs</b>		

**NOTE:** The total number of labor hours, estimated price, and cost reimbursement ceiling for Option Year Two will be negotiated post award and prior to execution of the option.

**B.4** A bidder responding to this solicitation which is required to subcontract shall be required to submit with its bid, any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section H.9**.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

**SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The Workforce Investment Council (WIC) has a requirement for the support of a Consultant (hereinafter the “Contractor”) to assist in producing and implementing the District’s State Workforce Plan under the requirements of the Workforce Innovation and Opportunity Act (WIOA Plan), in coordination with District staff and ongoing Career Pathways Task Force efforts.

**C.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>	D.C. Law	Workforce Investment Implementation Amendment Act of 2014 (D.C. Law 20-263; 53 DCR 6794)	Effective May 2, 2015
<b>2</b>	D.C. Law	Fiscal Year Budget Support Act of 2014 (D.C. Law 20-155, Sec. 2122; 61 DCR 9990)	Effective February 26, 2015
<b>3</b>	U.S. Law	Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128)	Effective July 22, 2014
<b>4</b>	Mayor’s Order	Mayor’s Order 2011-114: Establishment - Workforce Investment Council	July 1, 2011
<b>5</b>	Mayor’s Order	Mayor’s Order 2014-232: Establishment – Adult Career Pathways Task Force	October 9, 2014

**C.3 DEFINITIONS**

These terms when used in this IFB have the following meanings:

**Career Pathways Task Force** - The District’s Adult Career Pathways Task Force, established under the Fiscal Year 2015 Budget Support Act of 2014, requiring the WIC to convene a Task Force charged with developing a cross-agency plan with recommendations for connecting basic skills programs to career pathways; setting shared, city-wide priorities; and identifying opportunities for alignment and collaboration between the District’s education, workforce, and

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human services providers. This plan was finalized in November 2015, and will help inform content for the District’s State Workforce Plan – the primary subject of this solicitation.

**SWOT Analysis** - a structured planning method used to evaluate the strengths, weaknesses, opportunities and threats involved in a project. In the context of the District’s State Workforce Plan efforts, a SWOT analysis would assess the District’s preparation to implement State Plan elements relative to legal requirements and best practices.

**US DOL** - United States Department of Labor

**C.4 BACKGROUND**

Under the federal Workforce Innovation and Opportunity Act (WIOA) of 2014, States (including the District) are required to submit a Unified or Combined State Plan to the Secretary of the Department of Labor that outlines a 4-year strategy for the State’s workforce development system. The publicly-funded workforce system is a national network of Federal, State, regional, and local agencies and organizations that provide a range of employment, education, training, and related services and support to help all jobseekers secure good jobs while providing businesses with the skilled workers they need to compete in the global economy. The principal purpose of the plan is to communicate the Chief Elected Official’s vision for the workforce system and to serve as a vehicle for aligning and integrating the State workforce system across Federal programs. States must have approved State Plans in order to receive funding for the six core programs under WIOA - the adult, dislocated worker, and youth programs (title I of WIOA); the AEFLA program (title II of WIOA); the Wagner-Peyser Act employment services program (title III of WIOA); and the Vocational Rehabilitation program under title I of the Rehabilitation Act of 1973 (title IV of WIOA). The WIC is the primary District government entity charged with producing the State Plan, in close partnership with the DC Department of Employment Services, Deputy Mayor for Greater Economic Opportunity, and other relevant District agencies.

The District’s Adult Career Pathways Task Force (CPTF), which was established under the Fiscal Year 2015 Budget Support Act of 2014, also requires the Workforce Investment Council (WIC) to convene a Task Force that developed a cross-agency strategic plan for connecting adult basic skills programs administered in the District that was published in November 2015; as well as providing ongoing guidance on implementation of this plan and additional findings. The plan includes recommendations for connecting basic skills programs to career pathways; sets shared, city-wide priorities; and identifies opportunities for alignment and collaboration between the District’s education, workforce, and human services providers. Many of the CPTF strategic plan’s elements will be incorporated into the State Plan required under WIOA, and the documents will be aligned with broader workforce system goals.

**C.5 REQUIREMENTS**

**C.5.1** The Contractor shall provide significant written products and analyses, facilitation of cross-agency decision-making on key strategic considerations, and overall project management consistent with WIC guidance to ensure that each task is completed on time and that the overall

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objective is achieved. The Contractor must be able to devote a minimum of 200 hours of staff time to the project by January 22, 2016, consistent with the deadline for initial State Plan drafting for internal reviews.

**C.5.1.1** The Contractor shall perform the following core activities stated in C.5.1.1.1 thru C.5.1.1.7:

**C.5.1.1.1** Develop and submit a work plan for interim deliverables with timelines, in coordination with WIC staff;

**C.5.1.1.2** Assess and map out all District programming and resources relevant to WIOA implementation, the extent of their coordination efforts relative to new requirements, and steps to move forward with compliance and outcome improvements - including a SWOT analysis relative to requirements and best practices. These efforts shall result in a written analysis and research summary, including SWOT analysis and relevant tables and graphics to illustrate findings. The District has done some work around resource mapping and establishment of inter-agency agreements which will be shared with the Contractor in completing this process. At least one, and possibly several site visits and stakeholder meetings may be needed to complete this requirement;

**C.5.1.1.3** Monitor task completion and coordinate research, analyses and written content from WIC-convened work group members and other contributors identified by the District, including weekly check-ins with WIC staff, and identification of additional needs;

**C.5.1.1.4** Develop and submit a complete draft and final version of the State Plan, including compilation, editing, and organization of content produced by WIC staff, six WIC-convened work groups, the Career Pathways Task Force Strategic Plan, and another contractor producing content related to the WIC Board and business engagement. Draft additional content needed to ensure compliance with federal law and best practices. Work with WIC staff on revisions to the State Plan as needed to ensure the document reflects the needs of key District leadership. The draft State Plan shall include an executive summary that clearly conveys key report content;

**C.5.1.1.5** Work with WIC and other District staff to formulate a series of recommendations to the Mayor and Council of the District of Columbia, and relevant agencies on how to implement key State Plan elements, including preparation and submission of draft and final recommendations. The recommendations shall include clear decision points or alternatives for consideration and shall include examples from other jurisdictions, where applicable;

**C.5.1.1.6** Assist WIC and other District staff in developing inter-agency cooperative service and funding agreements, including agreements related to the coordination of support services, financing of one-stop delivery system operations across agencies, a one-stop delivery system procurement plan, and agreements around performance and accountability measures – including any shared information technology needs. The Contractor shall draft agreements and edit agreements produced by agency staff, and shall draw on best practices from other jurisdictions and federal law in producing written content. The

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Contractor shall submit each agreement in draft and final formats. At least one, and possibly several site visits and stakeholder meetings may be needed to complete this requirement; and

- C.5.1.1.7** Provide additional technical assistance on the implementation of the State Plan, including producing quarterly tracking and progress evaluation documents informed by feedback from WIC and other District staff and other stakeholders, and document and data reviews. Prepare in draft and final an annual report on strategic plan progress, and facilitate meetings and presentations as may be required.

**C.6 QUALIFICATIONS REQUIREMENTS**

- C.6.1** At least one individual employed or subcontracted by the Contractor shall have over 5-years of experience in a management role in the field of workforce development, including experience operating programs authorized through the federal Workforce Investment Act; and these individual(s) shall substantively contribute to the completion of all contract requirements.
- C.6.2** At least one individual employed or subcontracted by the Contractor shall have significant expertise on the federal Workforce Innovation and Opportunity Act of 2014, including expert knowledge of key provisions of the act, proposed regulations and other federal implementation guidance, and best practices developed by national research organizations; and these individual(s) shall substantively contribute to the completion of all contract requirements.
- C.6.3** At least one individual employed or subcontracted by the Contractor shall have contributed substantial written content to no fewer than three (3) reports for other government agencies or other institutional clients on the topic of workforce development, and shall provide evidence of their work in preparing those publications – including at least one state or local level strategic plan produced in response to federal requirements.
- C.6.4** At least one individual employed or subcontracted by the Contractor shall be currently active in national workforce development association(s), and able to provide evidence of professional development activities that would further their expertise and allow for an understanding of current best-practices; and these individual(s) shall substantively contribute to the completion of all contract requirements.

**SECTION D: PACKAGING AND MARKING**

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

**SECTION E: INSPECTION AND ACCEPTANCE**

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

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be the date of award through September 30, 2016, with at least 200 hours of staff time provided through January 22, 2016.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of two (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The price for the option period(s) 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 two (2) years and nine (9) months.

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

<b>Item</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
001	Work plan as described in C.5.1.1.1.	1	Electronic document submission to WIC staff	Within 5 business days of contract award
002	Written analysis and research summary, including SWOT analysis and relevant tables and graphics to illustrate findings as stated in C.5.1.1.2.	At least 2 (at least 1 draft and 1 final version incorporating feedback)	Electronic document submission to WIC staff	January 15, 2015 for final version; draft TBD but no later than one week prior to final version

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003	Draft and final State Plan, including Executive Summary, as stated in C.5.1.1.4.	At least 2 (at least 1 draft and 1 final version incorporating feedback)	Electronic document submission to WIC staff	January 22, 2016 for final version; draft TBD but no later than one week prior to final version
004	Draft and final recommendations as stated in C.5.1.1.5.	At least 2 (at least 1 draft and 1 final version incorporating feedback)	Electronic document submission to WIC staff	February 1, 2016 for final version; draft TBD but no later than one week prior to final version
005	Draft/edited final inter-agency cooperative service agreements as stated in C.5.1.1.6.	At least 8 (at least 4 draft and 4 final versions incorporating feedback for each required subject area)	Electronic document submission to WIC staff	February 1, 2016 for at least one final version, others TBD but by July 1, 2016; drafts TBD but no later than one week prior to final versions
006	State Plan implementation tracking and evaluation documents and annual report in draft and final as stated in C.5.1.1.7.	At least 4 quarterly and 2 annual documents (at least 1 draft and 1 final version incorporating feedback)	Electronic document submission to WIC staff	Final quarterly reports due one month after the end of each quarter after Plan submission to US DOL, starting in June 2016; drafts TBD but no later than one week prior to final versions

**NOTE:** Some deadlines may shift due to project needs and may be renegotiated by the WIC and the Contractor.

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which 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, the District shall not make final payment to the Contractor pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

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

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared and submitted electronically via email to: [edrcap.invoices@dc.gov](mailto:edrcap.invoices@dc.gov).

**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** The District shall not make final payment 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 PAYMENT**

**G.4.1 PARTIAL PAYMENTS**

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B."; and
- c) Presentation of a properly executed invoice.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

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

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

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

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

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

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.6.3 Subcontract requirements**

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

**G.7 CONTRACTING OFFICER (CO)**

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

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

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

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

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

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

**G.9 CONTRACT ADMINISTRATOR (CA)**

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

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

**G.9.1.2** 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 prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

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

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

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

Geoffrey King, Program Manager  
Workforce Investment Council  
4058 Minnesota Avenue, N.E., Suite 3700  
Washington, D.C. 20019  
Telephone: (202) 698-5771  
Email: [Geoffrey.king2@dc.gov](mailto:Geoffrey.king2@dc.gov)

**G.9.3** The CA shall NOT have the authority to:

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

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

## **G.10 HOURLY RATE CEILING**

**G.10.1** The ceiling for specified hourly rate is set forth in Section B.3.

**G.10.2** The hourly rate in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceiling specified in Sections B.3.

- G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the hourly rate ceiling.
- G.10.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for this contract will be either greater or substantially less than the hourly rate ceiling.
- G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of this contract.
- G. 10.6** The District is not obligated to reimburse the Contractor for an hourly rate incurred in excess of the hourly rate ceiling specified in Sections B.3, and the Contractor is not obligated to continue providing services under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides a revised hourly rate ceiling for this contract.
- G. 10.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 10.8** If any hourly rate ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G. 10.9** A change order shall not be considered an authorization to exceed the applicable hourly rate ceiling specified in Sections B.3, unless the change order specifically increases the hourly rate ceiling.
- G.11 COST REIMBURSEMENT CEILING**
- G.11.1** Cost reimbursement ceiling for CLIN 0002 is set forth in Section B.3.
- G.11.2** The costs for performing CLIN 0002 shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.11.3** The Contractor agrees to use its best efforts to perform the work specified in CLIN 0002 and to meet all obligations under this contract within the cost reimbursement ceiling for said CLIN.
- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of CLIN 0002 will be either greater or substantially less than the cost reimbursement ceiling.

- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost reimbursement items.
- G.11.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing said CLINs.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 shall be reimbursable.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 16, dated July 8, 2015, 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 exercise 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 the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information

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Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

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

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

**H.5.4** If the contract amount is equal to or greater than \$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:

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- (1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

**H.5.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

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

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

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

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

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

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

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

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

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- (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 imminent 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**

**(a) Mandatory Subcontracting Requirements**

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.

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- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a bid preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

**(b) Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the bid and may only be amended with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

**(c) Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

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**(d) Subcontracting Plan Compliance Reporting.**

(1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

**(e) Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

**(f) Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

**(e) Enforcement and Penalties for Breach of Subcontracting Plan**

- (1) A Contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- (3) If 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 provisions in **clause 8 of the SCP, Default.**

## **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](http://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

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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

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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.
4. 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.
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

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.

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- 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:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST  
Director of Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1100 4<sup>th</sup> Street, S.W., Suite E500  
Washington, D.C. 20024  
Telephone (202) 724-8111  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@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 bidder who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

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

**ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) IFB, as amended
- (6) Bid

**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.

Invitation for Bids No. DCEB-2016-B-1001  
 Consultant Services for the District’s State Workforce Plan  
**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Rev. 16, dated July 8, 2015
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice (2015) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2015) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.8</b>	Bidder/Offeror Certification Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.9</b>	Subcontracting Plan Form <i>(If applicable)</i> available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.10</b>	Contractor Experience Questionnaire Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
<b>J.11</b>	Past Performance Evaluation Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors

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

Bidder/Offeror Certification Form

ATTACHMENT J.8

**END OF SECTION K**

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

### **L.1 METHOD OF AWARD**

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

### **L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCEB-2016-B-1001 – Consultant Services for the District's State Workforce Plan". Each bid must include all of the items requested in L.18 and L.19 below.**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.
- L.2.6** The District will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

### **L.3 FAMILIARIZATION WITH CONDITIONS**

Bidders 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. Bidders 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

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become acquainted with all information, schedules and liability concerning the services to be performed.

**L.4 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **10:00am** local time on **Tuesday, December 2, 2015**, as specified in Section A.9.

**L.5 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.6.1** Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5<sup>th</sup>) day before the date specified for receipt of bids; or
- b. The bid 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 after receipt.

**L.6.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

**L.6.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

#### **L.6.4 Late Modifications**

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

#### **L.6.5 Late Bids**

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

#### **L.7 HAND DELIVERY OR MAILING OF BIDS**

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

#### **L.8 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

#### **L.9 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than five (5) days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

#### **L.10 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, Office of the Deputy Mayor for Planning and Economic Development (DMPED), 1100 4<sup>th</sup> Street, S.W., Suite E500, Washington, D.C. 20024, Telephone: (202) 724-6190, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of the Deputy Mayor for Planning and Economic Development, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, Office of the Deputy Mayor for Planning and Economic Development, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

### **L.11 BID PROTESTS**

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

### **L.12 SIGNING OF BIDS**

**L.12.1** The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder 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 representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

### **L.14 BIDS WITH OPTION YEARS**

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

## **L.15 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

- L.15.1** Name, address, telephone number and federal tax identification number of bidder;
- L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the bidder 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.16 BID OPENING**

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

## **L.17 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:

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

## **L.18 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.

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- L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** 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.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** 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.19 SPECIAL STANDARDS OF RESPONSIBILITY**

**L.19.1** In addition to the general standards of responsibility set forth in section L.18, the prospective contractor must demonstrate to the satisfaction of the District that the bidder has the capacity and expertise necessary to successfully complete the requirements set forth in Section C – Scope. The bidder must submit with its bid convincing evidence that demonstrates that the bidder meets the Special Standard(s) of Responsibility. At a minimum, a bidder must provide the following evidence:

- L.19.1.1** A resume and other documentation confirming that at least one individual employed or subcontracted by the Contractor has over 5-years of experience in a management role in the field of workforce development, including experience operating programs authorized through the federal Workforce Investment Act. The bidder shall also clearly indicate how these individual(s) will substantively contribute to the completion of all contract requirements.
- L.19.1.2** A written description of recent professional experiences, accomplishments, and other documentation confirming that at least one individual employed or subcontracted by the Contractor has significant expertise on the federal Workforce Innovation and Opportunity Act of 2014, including expert knowledge of key provisions of the act, proposed regulations and other federal implementation guidance, and best practices developed by

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national research organizations. The bidder shall also clearly indicate how these individual(s) will substantively contribute to the completion of all contract requirements.

- L.19.1.3** Copies of three (3) reports for other government agencies or other institutional clients on the topic of workforce development, including at least one state or local level strategic plan produced in response to federal requirements, that at least one individual employed or subcontracted by the Contractor has contributed substantial written content to; as well as a written explanation on the nature of each individual(s)' contributions. The bidder shall also clearly indicate how these individual(s) will substantively contribute to the completion of all contract requirements.
- L.19.1.4** A resume and other documentation confirming that at least one individual employed or subcontracted by the Contractor is currently active in national workforce development and/or education association(s), as well as a written description of professional development activities that would further their expertise and allow for an understanding of current best-practices. The bidder shall also clearly indicate how these individual(s) will substantively contribute to the completion of all contract requirements.
- L.19.1.5** Completed Contractor Experience Questionnaire Form (Attachment J.10) listing all contracts in which the Bidder or its major subcontractors or joint venture partners have performed work of similar complexity, function and scope in the past three (3) to five (5) years. Work is similar, if the function, responsibilities, and duties of the Bidder are essentially the same as the required services described in Section C.5
- L.19.1.6** Completed Past Performance Evaluation Forms (Attachment J.11) from a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the Past Performance Evaluation Form.

## **SECTION M: EVALUATION FACTORS**

### **M.1. Preferences for Certified Business Enterprises**

Under the provisions of the "Small and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating bids from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

#### **M.1.1. Application of Preferences**

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

**M.1.1.1A** prime contractor that is a small business enterprise certified by the DSLBD (SBE) will receive a three percent (3%) reduction in the bid price.

**M.1.1.2A** prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price.

**M.1.1.3A** prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a ten percent (10%) reduction in the bid price.

**M.1.1.4A** prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.5A** prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.6A** prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.7A** prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

**M.1.1.8A** prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price.

#### **M.1.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise (CBE) is entitled under the Act is twelve per cent (12%) for

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bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with CBEs.

**M.1.3 Preferences for Certified Joint Ventures**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

**M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise**

**M.1.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any additional documentation regarding its certification as a certified business enterprise.

**M.1.4.2** Any vendor seeking 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 850N  
Washington DC 20001

**M.1.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.2 EVALUATION OF OPTION YEARS**

The District will evaluate bids 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.