

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Pre-Release Community Correctional Svcs.</b>		Page of Pages 1   60	
2. Contract Number	3. Solicitation Number <b>DCFL-2008-R-7002</b>	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued <b>1/14/2008</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: <b>Office of Contracting and Procurement Group VII 441 4th Street, NW, Suite 700 South Washington, DC 20001</b>			8. Address Offer to: <b>Office of Contracting and Procurement Group VII 442 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001 Attn: Deanna Norris</b>		

### SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at **441 4th Street, NW, Suite 703 South, Bid Room, Washington, DC 20001** until **2:00 PM** local time **15-Feb-08**  
(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 <b>Deanna Norris</b>	B. Telephone			C. E-mail Address
		(Area Code) <b>202</b>	(Number) <b>727-0810</b>	(Ext)	<a href="mailto:deanna.norris@dc.gov">deanna.norris@dc.gov</a>

### 11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	39
X	B	Supplies or Services and Price/Cost	2				
X	C	Specifications/Work Statement	5	X	J	List of Attachments	45
x	D	Packaging and Marking	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	25				
X	F	Deliveries or Performance	26	X	K	Representations, certifications and other statements of offerors	46
X	G	Contract Administration Data	29	X	L	Instructions, conditions & notices to offerors	49
X	H	Special Contract Requirements	34	X	M	Evaluation factors for award	56

### OFFER

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

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
---------------------------------	---	---	---	--

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The Government of District of Columbia, Department of Corrections (DOC), is seeking contractors to provide Pre-release Community Correctional services for male and female residents as specified in Section C.. The DOC will award indefinite delivery/indefinite-quantity contracts, with fixed-unit-prices.

**B.2 INDEFINITE QUANTITY**

This is an indefinite-quantity contract for the services specified, and effective for the period stated. The quantities of services specified in the schedule are estimates only.

Delivery or performance shall be made only as authorized by the contract. The contractor shall furnish to the District government, when and if ordered, the services specified in the schedule up to and including the maximum of nine hundred ninety thousand dollars (\$990,000.00) for male and female residents. The District Government will order the minimum of one thousand dollars (\$1,000.00) for male and female residents for each contract year. The Contracting Officer’s Technical Representative (COTR) may issue oral, telephonic or electronic orders under this contract, in accordance with District of Columbia Municipal Regulations (DCMR) 27 Section 2417.2.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE PERIOD**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>TOTAL ESTIMATED PRICE</b>
0001	Pre-Release Community Correctional Services for 365 days for 100 male residents	\$ _____	365	Daily	\$ _____
0002	Pre-Release Community Correctional Services for 365 days for 35 female residents	\$ _____	365	Daily	\$ _____
Grand Total for B.3.1					\$ _____

**B.3.2 OPTION YEAR ONE**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>TOTAL ESTIMATED PRICE</b>
1001	Pre-Release Community Correctional Services for 365 days for 100 male residents	\$ _____	365	Daily	\$ _____
1002	Pre-Release Community Correctional Services for 365 days for 35 female residents	\$ _____	365	Daily	\$ _____
Grand Total for B.3.2					\$ _____

**B.3.3 OPTION YEAR TWO**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>TOTAL ESTIMATED PRICE</b>
2001	Pre-Release Community Correctional Services for 365 days for 100 male residents	\$ _____	365	Daily	\$ _____
2002	Pre-Release Community Correctional Services for 365 days for 35 female residents	\$ _____	365	Daily	\$ _____
Grand Total for B.3.3					\$ _____

**B.3.4 OPTION YEAR THREE**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>TOTAL ESTIMATED PRICE</b>
3001	Pre-Release Community Correctional Services for 365 days for 100 male residents	\$ _____	365	Daily	\$ _____
3002	Pre-Release Community Correctional Services for 365 days for 35 female residents	\$ _____	365	Daily	\$ _____
Grand Total for B.3.4					\$ _____

**B.3.5 OPTION YEAR FOUR**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT</b>	<b>TOTAL ESTIMATED PRICE</b>
4001	Pre-Release Community Correctional Services for 365 days for 100 male residents	\$ _____	365	Daily	\$ _____
4002	Pre-Release Community Correctional Services for 365 days for 35 female residents	\$ _____	365	Daily	\$ _____
Grand Total for B.3.5					\$ _____

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Contractor shall provide residential custody, safekeeping, care, subsistence, supervision, treatment rehabilitation and other services specified herein to residents held under the authority of any United States or District of Columbia statute, or any other lawful authority entrusted to it by the District, in facilities operated, managed, owned/leased and maintained by the Contractor.

#### C.1.1 APPLICABLE DOCUMENTS

Document No.	Document Type	Title	Version
1	Industry Standards	American Correctional Association (ACA) – <i>Standards and Accreditation</i> <a href="http://www.prisoncommission.org/statements/washington.pdf">http://www.prisoncommission.org/statements/washington.pdf</a>	<i>November 2, 2005</i>
4	District Licensing and Registration	Department of Health Licensing Administration - <a href="http://doh.dc.gov/doh/cwp/view,a,1371,q,600673,dohNav_GID,1879,dohNav,[34440 34445].asp">http://doh.dc.gov/doh/cwp/view,a,1371,q,600673,dohNav_GID,1879,dohNav,[34440 34445].asp</a>	2005

#### C.1.2 DEFINITIONS

##### C.1.2.1 Halfway House (“Facility”)

A rehabilitation center where people who have left an institution, such as a hospital or prison, are helped to readjust to the outside world.

##### C.1.2.2 Professional Staff

Staff requiring college degrees, certification or a least two (2) years related experience, which includes the center administrator, assistant administrator, case managers, psychologists and social workers.

##### C.1.2.3 Paraprofessional Staff

Employees not requiring college degrees (e.g., which includes secretaries, clerk typists, file clerks, charge of quarters and volunteer job counselors.

##### C.1.2.4 Center Administrator/Director

Directs and responsible for services to the entire resident population.

**C.1.2.5 Secretary/Clerk Typist**

Refers to a individual who performs administrative, or personal tasks for a manager.

**C.1.2.6 Case Manager/Treatment Specialist**

Personnel who track progress of residents during their stay at the halfway house.

**C.1.2.7 Vocational Development Specialist**

Personnel who provide employment, training and educational services in the resident population, (service can be referred to the District of Columbia agencies for employment assistance or to the Department of Corrections' Vocational Development Specialists);

**C.1.2.8 Charge of Quarters/Security Staff**

Employees who provide for the security and safety of the resident population and the security of the public.

**C.1.2.9 Support Personnel**

Individuals who perform tasks which assist with the development and/or management staff.

**C.1.2.10 Full-Time Personnel**

Employment of an individual working a minimum of thirty-two (32) hours per week.

**C.1.2.11 Part-Time Personnel**

Employment of an individual working less than thirty two (32) hours per week.

**C.1.2.12 Public Transportation**

Transportation by bus, rail, or other conveyance, either publicly or privately owned.

**C.1.2.13 Social Pass**

Activity passes are temporary releases from the center ranging from a minimum of 1 hour up to 51 hours in duration at the discretion of DOC for the purpose of participating in activities outlined in the resident's court order(s) and/or a DOC prescribed treatment program.

**C.1.2.14      Activity Pass**

Social passes are temporary releases from the center, ranging from a minimum of 1 hour up to 51 hours in duration, as a result of compliance with a resident's court order and/or DOC prescribed treatment program designed by the Contractor based on the rehabilitative needs of the resident.

**C.2      BACKGROUND**

The DOC is responsible for the safekeeping, housing, feeding, medical care and well being of all residents assigned to its facilities including all residents at the Correctional Detention Facility, Correctional Treatment Facility and all contracted Halfway Houses. As such, certain directives promulgated by the Director of the DOC by authority of DC Code 24-442, protect the residents and provide for certain rights. Further, they are subject to certain Court Orders and Agreements established between the District, the DOC and the Judiciary.

Certain requirements of this contract are extremely important to the DOC in carrying out its responsibilities. Such actions as requiring TTY telephone access, drug testing, feeding three meals per day, health care and reporting mechanisms are mandated by law, department directives or court orders.

**C.3      REQUIREMENTS**

**POLICY AND PROCEDURE MANUAL**

**C.3.1** The Contractor shall conform to the DOC, Community Correctional Centers, Division Operations Procedures, operations memorandums, program statements and all court orders as cited herein, which will be made part of this contract. A copy of these documents can be requested in writing from:

**C.3.1.1**      Department of Corrections  
Office of the Administrator  
Community Correctional Administration  
1923 Vermont Ave NW, Suite 224N  
Washington, D.C. 20001

**C.4      TRANSITION FROM INCARCERATION**

**C.4.1** The Contractor shall provide housing for residents and pre-trial clients for the following purposes: transitioning from incarceration to productive community living; for work releases, for those being released at the expiration of their sentences and, for those who have been referred by the D.C. Courts. The Contractor may provide the following services to residents through other District of Columbia agencies: (1) individual, group, and family counseling, (2) vocational guidance, education or training and job placement, (3) assistance with receiving community resources and; (4) teach budget management training.

**C.5 VOCATIONAL COUNSELING AND EMPLOYMENT**

**C.5.1** The Contractor shall provide vocational counseling and guidance in order to evaluate the skills and abilities of each resident and advise the residents as to how they can obtain marketable employment skills by offering job training, academic and vocational training, providing behavioral techniques, substance abuse treatment and post release adjustment skills prior to release from the facility.

**C.5.2** The requirements for guidance and counseling as well as the specifications for such counseling are as follow:

**C.5.2.1** The Contractor shall provide counseling in the following areas:

- (a) Conflict resolution
- (b) Stress Management
- (c) Mutual respect/character development
- (d) Teaching personal responsibility
- (e) Focus/identify goals
- (f) Community service obligation
- (g) Personal empowerment
- (h) Alleviating self-destructive behaviors

**C.5.2.2** Counseling is specifically designed to assist the residents to improve on his/her personal growth and development and to enhance his/her interpersonal skills, thereby improving the resident's chances of remaining in the community.

**C.5.3** Counselors providing these services must have, at a minimum, a bachelor of arts/science degree including social sciences course credits or, at a minimum, one (1) year experience in a social service agency in the private or government sector, performing social work-related duties.

**C.5.4** The Contractor shall: (1) interview residents to determine employability within 72 hours of the resident's arrival to the facility, (2) ascertain from the resident what level of education and prior employment experience the resident possesses, (3) make a determination whether the resident can obtain employment based on the skills the resident reveals, (4) telephonically contact local businesses as well as the District's Department of Employment Services to determine the type of job availability based on the resident's skills and background, (5) schedule job interviews for the resident or confirm, via telephone, job interviews the resident has pre-scheduled and (6) enroll the resident in vocational training courses, in the event an resident has not completed high school or does not have previous employment experience. The Contractor shall provide, to the Contracting Officer's Technical Representative (COTR) on a monthly basis, the names of all residents who receive employment, the last physical verification date of the employment and the last telephonic verification. Contractors shall assist residents in securing full-time employment.

**C.5.5** The Contractor shall notify the resident's potential employer, prior to employment, that the person being employed is a resident who is serving time in a community correctional center. In the event the resident secures employment without assistance

from the Contractor, the Contractor shall notify resident's employer of the resident's status in the Contractor's community correctional center.

**C.5.6** The Contractor shall verify employment for each job a resident acquires by an on-site visit during the first seven days and document the visit in case notes. Thereafter, on a monthly basis, the Contractor shall telephonically physically contact the resident's employment supervisor to substantiate attendance and discuss any problems, which may have arisen. In addition, the Contractor shall randomly telephone the resident at work each week to ensure attendance.

## **C.6 TRAINED STAFF AND EDUCATION CRITERIA**

**C.6.1** The Contractor's staff shall consist of professional, paraprofessional and support personnel. The Contractor may use qualified volunteers to provide services.

**C.6.2** The Contractor shall provide paraprofessional staff of not less than two employees per shift, (shift one: 11:30pm-8:00am), (shift two: 7:30am-4:00pm), and (shift 3: 3:30pm-12:00 midnight) for twenty-four (24) hour coverage, seven (7) days a week (including holidays) based on maximum resident contracted capacity. The Contractor's professional and administrative staff shall consist of, at a minimum:

**C.6.2.1** Center Administrator/Director;

**C.6.2.2** Secretary/Clerk Typist;

**C.6.2.3** Case Manager/Treatment Specialist

**C.6.2.4** Vocational Development Specialist

**C.6.2.5** Charge of Quarters/Security Staff

**C.6.3** In the event the Contractor receives zoning approval for additional bed spaces and the District requires placement of additional residents, the Contractor shall provide additional staff in accordance with a modification as issued by the Contracting Officer. If the maximum number of residents decreases, the Contractor shall adjust the staffing accordingly. The Contractor shall obtain prior written approval from the COTR subsequent to making changes in staffing.

**C.6.4** The Contractor may use volunteers in the performance of this contract. The Contractor shall subject volunteers to the same screening process and set standards of conduct identical to that of paid employees. The Contractor may include ex-residents as volunteers. Ex-residents are those residents who have been released into the community for at least 5 years.

**C.6.4.1** Whether or not the volunteer will be a professional or paraprofessional will depend upon the type of service the volunteer will render. All volunteers providing medical or mental health services must be licensed professionals.

- C.6.5** The Contractor shall have written personnel policies for their staff. These policies shall include at a minimum:
- C.6.5.1** orientation;
  - C.6.5.2** staff training & development;
  - C.6.5.3** affirmative action;
  - C.6.5.4** grievance & appeal procedures;
  - C.6.5.5** employee performance evaluation;
  - C.6.5.6** disciplinary procedures;
  - C.6.5.7** terminations;
  - C.6.5.8** resignations
  - C.6.5.9** HIPPA;
  - C.6.5.10** sexual misconduct
- C.6.6** The Contractor shall provide job descriptions for all staff positions to the COTR within thirty (30) days from date of contract award. Each job description shall accurately describe duties for the position and include, at a minimum: job title, responsibility of the position and the required minimum education & experience. The Contractor may use part time or full time personnel in any employment category. The Contractor shall notify the COTR in writing within seventy-two (72) hours of the termination or resignation of any employee.
- C.6.7** The Contractor shall maintain a complete, confidential and current personnel record for each staff member and volunteer.
- C.6.8** The Contractor shall submit a list of all employees to the COTR prior to issuance of a notice to proceed.
- C.6.9** The DOC will conduct report writing and procedures training for the Contractor on an as needed basis. The COTR will notify the Contractor of the time and place of training.
- C.6.10** The Contractor shall conduct a reference check of all applicants and volunteers. The Contractor shall provide detailed information concerning any criminal history involving all applicants and volunteers to the COTR prior to employment. The Contractor shall perform all required background investigations of applicants and volunteers from the National Crime Information Center (NCIC) or Federal Bureau of Investigation (FBI) and notify all applicants and volunteers of the results of such investigations prior to employment. The Contractor shall contact the COTR to

verify criminal records of potential applicants and volunteers. Contractor shall submit any conviction records within five (5) days of notification from NCIC or FBI to the COTR. The DOC will assist with this effort if requested by the Contractor.

- C.6.11** The Contractor's employees shall be subject to ongoing random mandatory drug and alcohol testing in accordance with DOC order 6050.4, Mandatory Employee Drug and Alcohol Testing Program (MEDAT) as referenced in Attachment J.
- C.6.12** The Contractor shall not employ or use as a volunteer, any resident who is incarcerated or under jurisdiction of any Correctional authority. However, the Contractor may employ a person with previous criminal convictions. The DOC, through the COTR, may require that the Contractor not hire an individual based upon factors regarding criminal history, time elapsed since conviction(s) and subsequent adjustment in the community.
- C.6.13** The Contractor shall be responsible for the effective supervision of District residents and the orderly operation of the facility. The Contractor shall notify the DOC of any unexpected circumstances which may affect the safety and security of the facility or the community. The DOC may determine adjustments to the staff as warranted.
- C.6.14** If the average monthly population (AMP) of the facility changes from the DOC original projection for three consecutive months, the staff/resident ratio may be changed in accordance with the following:
  - (a) If the AMP exceeds the original estimate by 25 percent for three consecutive months, the Contractor shall add qualified staff consistent with the established staff/resident ratio.
  - (b) If the AMP is 25 percent below the original estimate for three consecutive months, the Contractor may reduce staff consistent with the established staff/resident ratio, as long as the Contractor continues to provide safe and secure supervision of District residents.

## **C.7 STANDARDS OF EMPLOYEES CONDUCT**

- C.7.1** The Contractor shall maintain written standards of employee conduct as stipulated in C.6.5, which shall be included in the Contractor's personnel policies.
  - C.7.1.1** The Contractor's employees shall conduct themselves in a professional manner when dealing with residents; specifically, employees are not to accept or give gifts, do favors or provide services for an resident or any resident's family or associate (such as a family friend or acquaintance of the resident), no matter how trivial the gift or service may seem. The Contractor shall instruct employees to report and document any violation or any attempt to violate these restrictions.

**C.8 CONTRACTOR'S FACILITY**

**C.8.1** The halfway house, hereinafter is referred to as a "facility" shall include, but not be limited to, sleeping quarters, dining area and space for recreation.

**C.8.2** The Contractor shall provide the facility telephones with TTY and TDY service. The Contractor's facility shall be in accordance with the following:

**C.8.2.1** The Contractor's facility shall be located in Washington, D.C. within a one-mile radius of public transportation.

**C.8.3** The Contractor shall provide a minimum of sixty (60) square feet of individualized and secure bedroom space, which includes no more than four (4) square feet of closet space. The Contractor shall provide each resident with a personal clothes locker in the event the Contractor's facility does not have individualized secured closet space in the resident's sleeping area. The Contractor shall allow access to living and recreational rooms for resident' relaxation and entertainment, which includes but is not limited to, viewing television with closed caption capability, playing cards or participating in-group activities that are scheduled by the Contractor.

**C.8.4** The Contractor shall provide a means for residents to launder their personal clothing.

**C.8.5** The Contractor shall also provide residents with bed linens and towels on a weekly basis. The Contractor shall at no time charge employed or unemployed residents for laundering bed linens and towels.

**C.8.6** The Contractor shall make available pay telephones for its resident population. The telephones are for the residents personal use only and must have a TTY/TDY capability.

**C.8.7** The Contractor shall assure that residents maintain their respective living areas during their stay at the facility as follows:

**C.8.7.1** Sweeping and cleaning the immediate living area as well as recreation or day room areas, bathroom and shower areas and passage and hallway areas. The Contractor shall post the rules and regulations regarding "House Keeping and Maintenance" in a conspicuous area where all residents will have access to the information. The Contractor may impose "Extra Duty" for rule violations perpetuated by residents, which could include additional cleaning duties or yard work such as lawn mowing.

**C.9 SAFETY, SANITATION AND ENVIRONMENTAL HEALTH**

**C.9.1** The Contractor shall ensure that the facility meets requirements as defined by Department of Consumer and Regulatory Affairs (DCRA), Building and Land Regulations Administration which pertains to fire safety and building inspections. In addition, the Contractor shall meet health standards for food as established by DCRA's, Food Protection Branch and the United States Department of Agriculture (USDA) Model Food Code. The Contractor shall provide to the Contracting Officer,

with his/her proposal, verification of compliance in the form of a license or certificate of occupancy, which is issued by DCRA. The Contractor shall make the facility available to the District for inspections at any time during the period of the contract. The Contractor shall obtain fire, building and food sanitation codes from DCRA.

- C.9.2** The Contractor shall provide adequate heating and air conditioning in accordance with the Occupational, Safety and Health Administration (OSHA) regulations.
- C.9.3** The Contractor shall provide vermin and pest control services, and trash and garbage removal on, at least, a weekly basis.
- C.9.4** The Contractor shall conduct weekly sanitation and safety inspections of internal areas of the building such as living rooms, kitchens, bathrooms, basements and basement storage areas; which includes, but is not limited to, floors, table areas, kitchen sinks, bath room face basins, trash areas and food storage areas.
- C.9.5** The Contractor shall also inspect equipment such as refrigerators and stoves and all other kitchen equipment used in the preparation of food to be delivered under the contract to ensure that it is kept in a clean and sanitary condition. In addition, the Contractor shall inspect external areas of the building where trash and garbage receptacles are placed, which includes, but is not limited to, front and back yards as well as areas containing flowers and/or shrubbery, and equipment such as lawn mowers and gardening tools.
- C.9.6** Upon arrival of a resident(s), the Contractor shall issue one (1) complete set of clean bed linens and towels.
- C.9.7** The Contractor shall provide personal hygiene articles to intake residents such as; soap, tooth paste, tooth powder or denture cleanser, toilet paper, sanitary napkins, deodorant and shaving equipment. The Contractor shall provide these items upon the resident's arrival and at no cost to the resident.
- C.9.8** The Contractor may permit residents to decorate their sleeping quarters with personal possessions, pictures and posters unless the decorations create a fire hazard, security concern or damage to the facility.
- C.9.9** Prior to contract award, the Contractor shall have written fire evacuation and emergency plans, including diagrams, which are communicated to all employees and residents. The Contractor shall post plans and diagrams in a conspicuous place on every occupied floor level in the facility and indicate the location of all exits, fire extinguishers and first aid supplies. These plans shall be updated in accordance with current fire code regulations. The Contractor shall provide a copy of any updated changes to their fire emergency evacuation plan for approval and review by the COTR within thirty (30) days of contract award.
- C.9.10** The Contractor shall train all staff and residents in the implementation of the emergency fire evacuation plan and conduct quarterly evacuations. The Contractor shall provide written documentation of said training and quarterly evacuations as required by the District fire and safety codes.

**C.9.12** The Contractor shall provide fire extinguishers and smoke alarms in accordance with D.C. Fire and Safety Codes.

**C.9.11** The DOC will coordinate with DCRA to conduct quarterly inspections of the Contractor's fire extinguisher(s). The District's inspection will include inspection and testing of the smoke alarm systems. DCRA's representative(s) will document the findings and recommend whether the Contractor is or is not in compliance with District of Columbia Fire and Safety Codes. DCRA will issue a fire code license/certificate. The Contractor shall place the license/certificate in a conspicuous place for District officials to view. In the event there are any fire code violations, the Contractor shall correct any problems, as cited by the inspector, within the time frame established by DCRA's fire code regulations. The Contractor shall obtain fire code regulations from DCRA's Building and Land Regulation Administration, Fire Plan Inspectors.

## **C.10 FOOD SERVICES**

**C.10.1** The Contractor shall provide three (3) meals a day for residents in accordance with a menu listing for seven (7) days a week. The Contractor shall submit to the COTR the 6-week menu cycle for approval two (2) weeks in advance prior to food purchase and preparation. The Contractor shall make their food service facility available to the DOC for inspections.

**C.10.2** The Contractor shall not charge residents for meals.

**C.10.3** The Contractor shall make arrangements for special diets as required by a resident's physician or dentist.

**C.10.4** The Contractor shall make special provisions to feed residents who work irregular hours and are not available at mealtime.

**C.10.5** When the Contractor provides food services in the facility, a dining area shall be provided to accommodate all residents.

**C.10.6** The Contractor shall not allow any alcoholic beverages on the premises.

**C.10.7** The Contractor shall assure that all individuals preparing and serving meals shall comply with DCRA's, food safety and health sanitation codes.

**C.10.8** The Contractor shall comply with all regulations pertaining to handling of food in accordance with the regulations set forth by DCRA and the USDA Model Food Code. The Contractor shall assure that food products shall be treated in the following manner:

**C.10.8.1** The Contractor shall ensure that food shall be free from spoilage, filth or other contamination and shall be safe for human consumption. In addition, the Contractor shall ensure that food shall be obtained from reputable

sources that comply with all laws relating to food labeling, safe food handling, storage and transportation.

- C.10.8.2** The Contractor shall ensure that all food and food containers shall not be stored under exposed or unprotected sewer lines or water lines. In addition, the Contractor shall not store food in toilet rooms or vestibules.
- C.10.8.3** The Contractor shall ensure that foods, which may have a high level of spoilage, (e.g., meats, poultry, seafood and vegetables) be kept at an internal temperature of 45 degrees Fahrenheit or below during storage, or at an internal temperature of 140 degrees Fahrenheit or above during display and service in accordance with DCRA's standards.
- C.10.8.4** The Contractor shall ensure that no person who is infected with a communicable disease shall work in the resident facility where there is a possibility that food or food contact surfaces could be contaminated with pathogenic organisms or disease could be transmitted. This applies to a person who is a carrier of organisms that cause any such disease or who is afflicted with a boil, an infected wound or a respiratory infection.
- C.10.8.5** The Contractor shall ensure that each employee who handles food for the facility residents thoroughly wash their hands and the exposed portions of their arms with soap and warm water. Food handlers shall maintain washed hands as often as necessary in order to keep them clean (e.g. which shall include after smoking, eating, drinking or using the lavatory) before meal preparation and the serving of food.
- C.10.8.6** The Contractor shall ensure that all food handlers wear plastic serving gloves during the performance of their duties as outlined in C.10.8.5.
- C.10.8.7** The Contractor shall ensure that each of the employees handling food for the facility residents keeps their fingernails clean and trimmed, and that their hair shall be covered with a hairnet or plastic cap.
- C.10.9** The Contractor shall ensure that tableware shall be washed, rinsed and sanitized after each use.
- C.10.10** The Contractor shall ensure that food service equipment be cleaned and sanitized as well as utensils, and these items shall be handled in a way that protects them from contamination. The Contractor shall ensure that employees handle spoons, knives and forks only by their handles, and cups, glasses, bowls, plates and similar items shall be handled without contact with inside surfaces or surfaces that contact the user's mouth.
- C.10.11** The Contractor shall ensure that garbage and refuse shall be kept in rubber or plastic containers with tops that can be cleaned, are insect-proof and rodent-proof. The containers shall not leak or absorb liquids.

**C.10.12** The Contractor shall provide (when the facility has a kitchen), a kitchen and dining area which are ventilated, furnished and clean.

**C.10.13** In the event the Contractor does not have a kitchen or dining area on the premises, the Contractor shall make arrangements to provide three (3) meals a day.

**C.11 RESIDENT FINANCIAL RESPONSIBILITY**

**C.11.1** The Contractor shall collect a maintenance fee of 20% from the resident's gross income, if that income is greater than \$50.00 per week. The collection fee shall be in the form of a money order. The Contractor shall maintain a record keeping system for the collection of these fees. The Contractor shall provide each resident a receipt as a record of this transaction. The Contractor shall collect the maintenance fee after the second full pay day from each resident's earning gross wages of fifty dollars (\$50.00) per week or more. Based on the resident's pay day, residents earning less than fifty dollars (\$50.00) per week gross pay shall not pay a maintenance fee. The Contractor shall provide residents with receipts for collections and shall maintain written records of these fees for audit purposes.

**C.11.2** The Contractor shall also collect monies from residents based on the fine imposed by the resident's sentencing judge in accordance with the Victims of Violent Crime Compensation Act (V.V.C.C.A), and child support through the development of a payment plan. If such a plan has not been predetermined by the sentencing judge or by the residents' respective case worker, prior to placement in a community correctional center, the Contractor and the resident shall determine a payment plan based upon the salary of the resident. The Contractor shall submit the same information to the COTR bi-weekly, unless disposition of the monies is to be otherwise handled as specified by the resident's presiding judge.

**C.11.3** Funds collected by the Contractor under C.11.1 and C.11.2 above shall be deposited bi-weekly with the District of Columbia Treasurer, 300 Indiana Ave. N.W., Washington, D.C. 20001. Once a payment plan has been determined, the Contractor shall obtain, from the resident, on the resident's pay day, a money order which the resident makes payable to the D.C. Treasurer. Should resident fail to make payment, the Contractor shall subject resident to disciplinary action.

**C.11.4** The Contractor shall record the date of receipt of the money order, the amount and the date forwarded to the D.C. Treasurer. The Contractor shall forward collect receipts to the District of Columbia Government Treasurer with a copy of the transaction receipt and collection roster sent to the COTR.

**C.11.5** The Contractor shall encourage residents to utilize financial institutions, such as, banks or credit unions to save money. The Contractor shall not deposit resident's savings into the Contractor's general account during the resident's stay at the facility.

**C.12 REFERRAL AND INTAKE PROCESSING**

- C.12.1** The Contractor shall adhere to written policies and procedures governing resident referral and intake as outlined in the Community Release Programs Statements, which is incorporated in this contract by reference. The Contractor shall be required to comply with court orders that may affect referral and intake policies and procedures. The District may modify any contract awarded based upon changes in policy. The Community Release Programs Statements are located in the Office of the Administrator for Community Release Programs, 1923 Vermont Ave., NW., Suite 224N, Washington DC 20001.
- C.12.2** The District will screen all potential referrals and send them to the Contractor's facilities from the District's penal institution. In the event a resident's behavior becomes unmanageable, to the extent it warrants the resident's removal from the Contractor's facility, the Contractor shall make notification to the DOC COTR for approval prior to remanding the resident to a District penal institution. The Contractor shall, in writing, indicate the reason for the resident's removal and submit the explanation to the COTR the same day including weekends and holidays and also submit judge's letter and affidavit.
- C.12.3** During the term of the contract, if the Contractor determines that the District's referral is in conflict with the Contractor's written criteria for acceptance of a resident, the Contractor shall immediately notify the COTR, via telephone, regarding the specific reasons for rejection of a resident.
- C.12.4** The Contractor shall develop a referral and intake process plan, which shall comply with the following requirements:
- C.12.4.1** The Contractor shall notify the COTR the next business day of an resident's arrival by faxing, (202) 715-2862 and by calling (202) 671-2099, completing and submitting the daily movement sheet no later than 7:30 a.m.
- C.12.4.2** The Contractor shall maintain confidentiality of the residents' case file records. In the event inquiries are made by a third party source (such as the news media or family members) regarding the personal records of a resident, all such inquiries shall be forwarded to the COTR.
- C.12.4.3** The Contractor shall provide orientation to all residents within 24 hours excluding weekends and holidays of arrival regarding the rules and regulations of the facility and obtain a urine sample.
- C.12.4.4** The Contractor shall obtain a signature from each resident, which indicates acknowledgement of the rules and regulations as well as information pertaining to procedures regarding: urine testing, subsistence collection and medical treatment and employment. The COTR will provide the Contractor with the form, for that purpose, entitled "Conditions of Residential Community Programs". The Contractor shall maintain a copy for the resident's file.

**C.12.4.5** The DOC shall transfer a copy of the resident's referral file and commitment papers to the Contractor prior to transfer of the resident. All resident transfers to the Contractors Facility must have a DOC photo ID and fingerprint card upon being received. The Contractor shall maintain file security and confidentiality, ensuring that the residents and other unauthorized persons will not have access to the resident's case file. When a resident's program is terminated by release, escape or return to the District's custody, the Contractor shall retain the resident's halfway house referral file for a minimum of five (5) years. The Contractor shall include in the file copies of all correspondence, narrative reports, termination reports and incident reports for the file record. However, all files must be disposed of (shredded, burned or returned to DOC) in the event the contract is terminated or the District fails to exercise an option.

### **C.13 MEDICAL SERVICES**

- C.13.1** The Contractor shall ensure that resident have access to medical services and provide non-emergency transportation or tokens for any indigent residents. In cases of an emergency, the Contractor shall be responsible for obtaining treatment for an offender.
- C.13.2** In cases where a resident is hospitalized, the Contractor shall telephonically report the circumstances regarding hospitalization in addition to submitting a written report detailing the situation the same day of hospitalization to the COTR, to the DOC Health Services Administrator. The administrator is located at 1923 Vermont Avenue, NW, Washington DC 20001.
- C.13.3** The DOC, Health Services Administrator will determine the next course of action to be taken and notify the Contractor and the COTR the next business day via telephone.
- C.13.4** If a resident is injured on his/her job and medical treatment is required at a hospital or physicians' office, the District is not responsible for paying for medical expenses incurred in such cases.
- C.13.5** The Contractor shall notify the resident's employer that the employer is responsible for all on-the-job injuries. The Contractor shall be responsible for reporting any job injury to a resident and subsequent treatment and/or hospitalization to the COTR and the DOC, Health Services Administrator within two (2) hours by telephone of learning of the injury and subsequent treatment and/or hospitalization.
- C.13.6** The Contractor shall make arrangements with the DOC Health Services Administrator to have individuals examined as soon communicable or debilitating physical problems is suspected. Residents shall be sent to the hospital for evaluation and the Health Services Administrator notified immediately.
- C.13.7** The Contractor shall obtain and maintain on site at all times a basic first aid supply kit.

- C.13.8** At a minimum, the Contractor shall have one staff member on each shift trained in emergency first aid and cardiopulmonary resuscitation (CPR) and have the employee(s) enrolled for refresher courses every eighteen (18) months. The Contractor shall enroll employees in CPR classes (offered by the American Heart Association's local Chapter, American Red Cross or the Salvation Army).
- C.13.9** The Contractor shall have written policies and procedures regarding a resident's possession and use of prescribed medication and all over-the-counter drugs. The Contractor's policies and procedures shall describe how and what type of prescribed medication and over-the-counter drugs are permitted. The Contractor shall notify each resident of the policy and procedures.
- C.13.10** Mental Health Services - The Contractor shall provide drug counseling, group, individual and family counseling where appropriate. The Contractor may use volunteers, or has the option to make referrals to District government agencies where services are free; (such as the Department of Human Services, Addiction Prevention & Recovery Administration, so long as the services is provided). The DOC medical provider will advise and make recommendations for referral/treatment

**C.14 AUTHORIZED PASSES AND FURLOUGHS**

- C.14.1** The Contractor shall allow resident passes which are restricted to the Washington Metropolitan area and do not require prior written consent from the Director of the DOC. There are two types of passes: Activity Pass and Social Pass. The Contractor shall ensure that the resident has entered completely into a work-job training and/or educational program for at least 32 hours in order to qualify for a social pass.
- C.14.2** The Contractor shall allow a resident to be released via a pass in the following categories: seeking employment, attending religious services, home visits, alcohol and drug counseling, mental health counseling, job training, academic education, required court appearances, meetings with an attorney, and funeral of immediate family members or significant others. The Contractor shall confirm, via telephone, all of the above prior to issuance of passes. In the event the Contractor requires activities not mentioned above, the Contractor shall verbally and in writing notify the COTR in advance.
- C.14.3** The Contractor shall provide transportation or tokens for any indigent resident to his/her court appearance.
- C.14.4** The Contractor may authorize social overnight weekend passes which shall not exceed a 50 mile radius outside of the Washington Metropolitan area.
- C.14.5** The Contractor shall authorize passes only after the resident's return to the center after work. The Contractor shall not authorize more than two passes during a given week unless the resident obtains prior written permission from the COTR.
- C.14.6** The Contractor shall require that the Pass Request form be completed and signed by the resident. The pass requests shall be retained in the resident's case file. The

Contractor's staff members may recommend approval for passes, however, only the Contractor's Center Director is authorized to approve passes. The Contractor shall maintain a record of pass approvals and denials. The Contractor shall forward the final Pass List to the COTR.

- C.14.7** The Contractor shall reserve the resident's authorized bed space while on a Social Pass. Definitions of activities for which Social Passes might be authorized shall include but not limited to the following: visiting a critically ill relative, attending the funeral of a relative, obtaining necessary medical treatment not otherwise available in the Washington Metropolitan area, developing employment or release plans or other activities the COTR/courts has determined to be necessary for a resident's successful community adjustment. The Contractor shall not authorize a Social Pass as a reward for a resident's positive behavior or as an incentive to positive adjustment.
- C.14.8** The Contractor shall maintain an record of authorized social passes that include the date and time of departure, the date and time of return and notes regarding any contacts with the resident during the social pass period.
- C.14.9** The Contractor shall confirm each address/location given by the resident by making telephone calls as well as conducting onsite verification to the address/location before recommending approval passes. The Contractor shall establish an authorized contact person at the social pass address. The Contractor shall acquire as much information regarding where the resident is expected to be, the time the resident is expected to arrive at the location and when the resident is expected to return to the facility prior to issuance of passes or furloughs. For the purpose of accountability, authorized passes shall be randomly checked, via telephone, by the Contractor to determine whether the resident is or was at the address/location, which was specified by the resident.

## **C.15 SIGN-OUT PROCEDURES**

- C.15.1** The Contractor shall monitor and control access to the center's sign-in/sign-out log, and maintain a log of any visitors.
- C.15.2** The Contractor shall verify the location of residents at all times. The Contractor's procedures shall include completion of sign-in/sign-out log sheets for each resident. The Contractor shall assure that each sheet contains the following: resident's full name, DOC number, present legal status, time-out, destination, purpose, authorized return time, time-in, a section for special comments and certification of the Contractor's staff by signature.
- C.15.3** The Contractor shall have each resident complete the sign-in/sign-out sheet as well as obtain the Center Director's approval for the Social Pass for any authorized movement.
- C.15.4** Other than for employment, the Contractor shall assure that resident return to the center by 9:00 p.m., local time each night, unless specific exceptions are made by

the Contractor's Center Director or court and submitted to the COTR for prior approval.

**C.16 DRIVING PRIVILEGES**

**C.16.1** The Contractor shall authorize approval for individuals to operate a motor vehicle upon written approval under the following conditions:

**C.16.1.1** The resident has provided proof of valid insurance, driver's license, vehicle licensing and registration and copy of driving record to the Contractor. The Contractor shall maintain copies of these documents in the resident's file including the driver's license number and expiration date.

**C.16.1.2** If the vehicle to be used is the property of a person other than the resident, the Contractor shall obtain documented proof of valid insurance, vehicle licensing, registration and a signed authorization either notarized or witnessed by the Contractor's staff which authorizes the individual to use the vehicle obtained from the legal owner.

**C.16.1.3** The Contractor shall maintain, in the individual's file, the license number and a description of the vehicle. Resident are allowed to drive vehicles **ONLY** as a condition of their employment, which shall clearly be documented in his/her official center record.

**C.17 VISITING**

**C.17.1** The Contractor shall make every effort to provide a visiting area in the facility for the purpose of resident' visiting with family and friends. Visiting hours shall be determined by the contractor.

**C.17.2** The Contractor shall have all visitors sign in and out in a log established by the Contractor. The Contractor shall assign staff that will specifically escort visitors to the designated visitors' area where the resident and visitor are in view of the Contractor's staff.

**C.17.3** The Contractor shall not allow visitors to enter any other areas of the facility other than the designated visiting area.

**C.18 MAIL PRIVILEGES**

**C.18.1** The Contractor shall not inspect mail being transmitted to the resident from the Attorney General, the Director of the DOC and the U.S. District Judge or Superior Court Judge who imposed the sentence. The Contractor, at its discretion, may inspect mail from other sources, in the presence of the resident.

**C.19 DISCIPLINE/ESCAPE**

**C.19.1** The Contractor shall inform resident of and post a set of rules and regulations governing the conduct and behavior of all residents. The Contractor shall issue a copy of the rules and regulations during orientation to each new resident.

**C.19.2** Rules and regulations governing resident conduct (including escape) are available in the Office of Community Release Programs located at 1923 Vermont Ave. N.W., Room 224N and will be provided at the awarding of the contract.

**C.20 SERIOUS ILLNESS, INJURY, OR DEATH OF A RESIDENT**

**C.20.1** The Contractor shall notify the COTR and the resident's emergency contact person when the Contractor learns that a resident is suffering from an illness or requires emergency medical treatment. In the event of a resident's death, the Contractor shall notify, within one (1) hour upon discovery of death, the COTR.

**C.20.2** The DOC shall arrange for fingerprints to be taken, and staff shall sign and date the fingerprint card to ensure that positive identification shall be obtained. The fingerprint card shall be sent with the coroner's report to the D.C. Detention Facility Office of Records and a copy to the DOC COTR no later than the next business day.

**C.20.3** Should the family be unable to afford funeral expenses, the Contractor shall contact the COTR for burial instructions.

**C.20.4** Upon approval from the COTR, the Contractor shall notify the family, next of kin or person on record as identified by the resident, to be notified in case of emergency, to receive the resident's property.

**C.21 DRUG AND ALCOHOL COUNSELING AND URINE AND BREATH TESTING**

**C.21.1** The Contractor shall maintain a urinalysis, surveillance and counseling program in order to deter and detect the residents' use of illegal drugs and alcohol in the facility. The Contractor shall monitor and test newly admitted residents assigned to the facility.

**C.21.2** The Contractor shall conduct drug testing on a random basis. The Contractor shall perform drug testing on twenty-five (25) percent of the resident population on a monthly basis.

**C.21.3** The Contractor shall notify each resident in writing on the day of orientation that, if an resident refuses to submit to a urinalyses test or attempt to delay or stall the test process, the Contractor shall consider this action a positive result, which may lead to the resident's dismissal from the program and imminent return to the District's penal system.

- C.21.4** The Contractor shall maintain a log indicating those resident subjected to the tests, the staff performing the test, the test results and a column to indicate if the resident refused to cooperate.
- C.21.5** The Contractor's substance abuse counselor shall provide counseling to individual residents as well as groups. If there is not a substance abuse counselor, services can be referred to the District's substance abuse programs. This service may be provided through the use of professional volunteers or any District Government agency that provides this service at no cost, such as the Department of Human Services, Addiction Prevention & Recovery Administration.
- C.21.6** In the event a resident is removed/remanded subsequent to a positive urine analysis, The Contractor shall document the circumstances in the form of a disciplinary report, which charges the resident with substance abuse of an illegal drug. The Contractor shall make a record of the findings for the resident's file. The next business day, the Contractor shall provide the judge of record, as well as the COTR with a written affidavit or judge's letter outlining the circumstances.
- C.21.7** The Contractor shall conduct urine testing as follows:
- C.21.8** The Contractor shall keep the resident under direct supervision while conducting urine tests in order to eliminate the possibility of diluted or tampered urine samples.
- C.21.8.1** The Contractor shall obtain urine samples from resident and record the results in the urinalysis record book and send the samples to the Department of Corrections, Urine Testing Laboratory. The contractor shall submit a monthly report to the COTR by the 5<sup>th</sup> of each month. DOC shall supply replacement cups, lids and labels to the Contractor upon request.
- C.21.8.2** The Contractor shall follow regulations as set forth in the Department of Corrections Program Statement, entitled "Residential Drug Testing Program", Attachment J.10.
- C.21.8.3** The Contractor shall have "same sex" staff members collecting urine samples and instruct the staff members to secure the positive urinalysis results in a locked container.
- C.21.8.4** In the event a resident is unable to produce a urine specimen, the Contractor shall have the resident monitored for two hours, periodically checking with the resident to determine whether they are capable of producing a specimen. During this period, the Contractor shall allow the resident to drink water; however, no medication shall be given to the resident until the specimen has been collected.

## **C.22 TRANSPORTATION**

- C.22.1** The Contractor shall have the capability to provide transportation or tokens for resident (when necessary) to court, medical treatment and employment interviews.

**SECTION D: PACKAGING AND MARKING**

This section is not applicable to this solicitation.

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION OF SERVICES**

The DOC will coordinate with DCRA to conduct inspections of the Contractor's fire extinguisher(s). The District's inspection will include inspection and testing of the smoke alarm systems. DCRA's representative(s) will document the findings and recommend whether the representative(s) will document the findings and recommend whether the Contractor is or is not in compliance with District of Columbia Fire and Safety codes. DCRA will issue a fire code license/certificate. The contractor shall place the license/certificate in a conspicuous place for District officials to view. In the event there are any fire code violations, the Contractor shall correct any problems, as cited by the inspector, within the timeframe established by DCRA's fire code regulations. The Contractor shall obtain fire code regulations from DCRA's Building and Land Regulation Administration fire plan inspectors.

**E.2** The Contractor shall make their facility available to the DOC personnel who will conduct inspections of the Contractor's food service methods and apparatus being utilized, beginning the first week after contract award.

**E.3** The Contractor shall make available the facility for yearly inspection by authorized representatives of the DCRA and the DOC Environmental Services Unit. These inspections may be announced or unannounced.

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

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

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

**F.2.1** The District may extend the term of this contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

**F.3 PERFORMANCE**

**F.3.1** The Contractor shall begin work upon date of award.

**F.3.2** If any of the services do not conform to contract requirements, the District may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by modifications, the District may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of services performed.

**F.3.3** If the contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity with contract requirements, the District may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the District that is directly related to the performance of service or (2) terminate the contract for default.

**F.4 DELIVERABLES**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
C.5.4	Employment Listing of All Residents	2	Hard/Soft Copy	15 <sup>th</sup> of Each Month	COTR
C.5.5	Notice of Residents' Housing Status	2	Hard Copy	Upon Employment of Resident	Resident's Employer
C.6.6	Job Descriptions of Halfway House Staff & Volunteers	2	Hard/Soft Copy	Within 30 days after contract award	COTR
C.6.6	Termination and Resignations of Halfway House Staff & Volunteers	2	Hard/Soft Copy	Within 72 hours after resignation or termination	COTR
C.6.10	Reference Check of Halfway House Staff & Volunteers	2	Hard/Soft Copy	Prior to Employment of Staff	COTR
C.9.1	Verification of Occupancy Certificate	2	Hard Copy	Prior to start of contract	Contracting Officer
C.9.9	Fire and Emergency Plans	2	Hard/Soft Copy	Within 30 days after contract award	COTR
C.10.1	Six Week Menu Cycle	2	Soft Copy	Two weeks in advance of food purchase	COTR
C.11.2	VVCCA Funds Payment Plan	2	Hard/Soft Copy	Bi-weekly	COTR
C.11.3	VVCCA Funds (Monies)	2	Monies	Bi-weekly	DC Treasurer
C.11.4	VVCCA Transaction Receipt and Collection Roster	2	Hard Copy	To Be Determined	COTR
C.12.2 C.21.6	Removal of Resident for Behavioral	2	Hard/Soft Copy	Same day of resident's	COTR

	Purposes			removal	
C.12.4	Resident Referral & Intake Process Plan	2	Hard/Soft Copy	Within 30 days after contract award	COTR
C.13.2	Report of Resident's Hospitalization	2	Hard Copy	Same Day of Hospitalization	COTR
C.14.8	Activity and Social Pass list	2	Hard/Soft Copy	To Be Determined	COTR
C.15.4	Exemption on Activity and Social Passes	2	Hard/Soft Copy	Prior to Implementation Date	COTR
C.20.1	Notice of Resident's Death	2	Hard/Soft Copy and Telephonic Notice	Upon one (1) hour of discovery of death	COTR
C.20.2	Copy of Fingerprints of Resident	2	Hard Copy	No later than the next business day	COTR
C.21.8.1	Copy of Urinalysis Record	2	Hard/Soft Copy	5 <sup>th</sup> of each month	COTR
H.5.5.	First Source Employment Agreement	2	Hard/Soft Copy	15 <sup>th</sup> of each month	COTR
I.10.6	Certificate of Insurance	2	Hard/Soft Copy	Within 14 days after contract award	Contracting Officer

## **SECTION G: CONTRACT ADMINISTRATION DATA**

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

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for 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. AUDITS**

**G.2.1** At any time before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of payments audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and a discrepancy of overpayment are found the District will be reimbursed for said overpayment within thirty (30) days after written notification.

### **G.3 INVOICE SUBMITTAL**

**G.3.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Controller/Agency CFO  
300 Indiana Avenue, NW, Room 4106  
Washington, DC 20001  
Attention: Accounts Payable  
Telephone: 202-727-4854  
Fax: 202-724-7518

**G.3.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.3.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.3.2.2** Contract number and invoice number;

**G.3.2.3** Description, price, quantity and the date(s) that the services were actually performed;

**G.3.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.3.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.3.2.6** Name, title, phone number of person preparing the invoice;

**G.3.2.7** 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.3.2.8** Authorized signature.

**G.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.4.1** 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.4.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.5 PAYMENT**

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

**G.6 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.6.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.6.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.6.3** 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.7 THE QUICK PAYMENT CLAUSE**

**G.7.1 Interest Penalties to Contractors**

**G.7.1.1** 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:

**G.7.1.1.1** the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.7.1.1.2** the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.7.1.1.3** the 15<sup>th</sup> day after the required payment date for any other item.

**G.7.1.2** 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.8.2 Payments to Subcontractors**

**G.8.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

**G.8.2.1.1** 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

**G.8.2.1.2** 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.8.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

**G.8.2.2.1** the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.8.2.2.2** the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.8.2.2.3** the 15<sup>th</sup> day after the required payment date for any other item.

**G.8.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.8.2.4** 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.9 CONTRACTING OFFICER (CO)**

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

Joseph Albanesi  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, DC 20001  
Telephone: (202) 727-0252  
Fax:(202) 727-0245

**G.10 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.10.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.10.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.10.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.11 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.11.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Valerie Brown, Office of the Administrator  
Community Correctional Administration  
Department of Corrections  
1923 Vermont Avenue, N.W.  
Washington, DC 20001  
202-671-2099  
Valerie.brown@dc.gov

**G.11.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.11.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.12 ORDERING CLAUSE**

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

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No.: 2005-2104, Revision No. 5, Date of Revision: 07/05/2007, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1. of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with

programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability 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.2.4) in which the Contractor shall agree that:

**H.5.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and

**H.5.2.2** 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”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

**H.5.3.1** Number of employees needed;

**H.5.3.2** Number of current employees transferred;

**H.5.3.3** Number of new job openings created;

**H.5.3.4** Number of job openings listed with DOES;

**H.5.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

**H.5.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

**H.5.3.6.1** Name;

**H.5.3.6.2** Social security number;

**H.5.3.6.3** Job title;

- H.5.3.6.4** Hire date;
- H.5.3.6.5** Resident; and
- H.5.3.6.6** Referral source for all new hires.

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

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

- H.5.5.1** Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- H.5.5.2** Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
  - H.5.5.2.1** Material supporting a good faith effort to comply;
  - H.5.5.2.2** Referrals provided by DOES and other referral sources;
  - H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
  - H.5.5.2.4** Any documentation supporting the waiver request pursuant to section H.5.6.

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

- H.5.6.1** A good faith effort to comply is demonstrated by the Contractor;
- H.5.6.2** 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- H.5.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or

**H.5.6.4** 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 Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency CFO and the COTR.

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

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

## **H.6 PROTECTION OF PROPERTY**

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

## **H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

## **H.9 DISTRICT RESPONSIBILITIES**

**H.9.1** The DOC will provide support services directly related to the employment status of participants, including, but not limited to:

- H.9.1.1** Personnel to provide report writing and procedural training;
- H.9.1.2** Urinalysis cups;
- H.9.1.3** Forms and documents required for halfway house personnel to complete report writing procedures.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions for Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

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

### **I.5 RIGHTS IN DATA**

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

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor shall hereby acknowledge 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 shall hereby transfer and assign to the District the ownership of copyright in such works, whether published or unpublished. The Contractor shall agree 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 shall agree 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 the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_  
With \_\_\_\_\_(Contractor's Name); and

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated

therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

**I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

**I.8 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.4. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.9 ORDER OF PRECEDENCE**

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

**I.10 INSURANCE**

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

**I.10.1** Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

**I.10.2** Property Damage: The Contractor shall carry property damage insurance of at least \$20,000 per occurrence.

**I.10.3** Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

**I.10.4** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).

**I.10.5** Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per occurrence for property damage.

**I.10.6** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.11 STANDARDS OF RESPONSIBILITY**

**I.11.1** The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit with its proposal, the documentation listed below.

**I.11.1.1** Furnish evidence of adequate financial resources, credit, or the ability to obtain such resources as required during the performance of the contract.

**I.11.1.2** Furnish 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.

- I.11.1.3** Furnish evidence of necessary organization, experience, accounting and operational control, and technical skills or the ability to obtain them..
  - I.11.1.4** Furnish evidence of compliance with applicable District licensing, tax laws, and regulations.
  - I.11.1.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
  - I.11.1.6** Furnish evidence of the necessary production, construction, and technical equipment and facilities, or the ability to obtain them.
  - I.11.1.7** Other information as may be needed by the District to make a determination as to the prospective contractor's responsibility.
- I.11.2** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Wage Determination No.: 2005-21043, Revision No.: 5, Date Of Revision: 07/05/2007
- J.2** E.E.O. Information and Mayor's Order 85-85
- J.3** Tax Certification Affidavit
- J.4** Cost/Price Data Package, as Applicable
- J.5** Past Performance Evaluation Form
- J.6** Department of Corrections Program Statement Number 4160.6A, dated January 26, 2001, Offenders' Marriages
- J.7** Department of Corrections Program Statement Number 4022.1A, dated August 13, 2002, Community Correctional Center Disciplinary Procedures
- J.8** Department of Corrections Program Statement Number 6050.2D, dated November 15, 2007, Inmate Drug Testing Program
- J.9** Department of Corrections Program Statement Number 6050.4A, dated February 1, 2000, Mandatory Employee Drug and Alcohol Testing Program (MEDAT)
- J.10** Department of Corrections Program Statement Number 8010.1, dated August 27, 2007, Work Release Program

**SECTION K:**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

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

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that it operates as:

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

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

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

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

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_\_ has \_\_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_\_\_ has \_\_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors.

(The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

- 1) Is the person in the Offeror organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

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

**K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

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

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award up to four (4) contracts resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

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

### **L.2 PROPOSAL FORM**

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCFL-2008-R-7002, title and name of offeror)".

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

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **2:00 pm, Friday, February 15, 2008.**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.3.2 Withdrawal or Modification of Proposals**

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

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

**L.3.4 Late Modifications**

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

**L.3.5 Late Proposals**

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

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than 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 proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Room No. 700 South, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does

not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

**L.7 PROPOSALS WITH OPTION YEARS**

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

**L.8 PROPOSAL PROTESTS**

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

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.15 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be

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

**L.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.16.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.16.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the Offeror shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.16.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.17 FAMILIARIZATION WITH CONDITIONS**

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

**L.18 PROPOSAL ORGANIZATION AND CONTENT**

The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror specific approach to meeting these requirements or substantiation of the Offeror knowledge and abilities to perform these requirements will be unacceptable.

The Offeror proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

Each part of the Offeror proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror proposal, shall **NOT** provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information will allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M.

### **L.18.1 TECHNICAL PROPOSAL**

The Technical Proposal (Part 1) shall describe in as much detail as necessary the specific approach proposed to provide the services described in this RFP, focusing on three areas: 1) management strategy to providing service, 2) capacity to provide service, and 3) the Offeror past performance in providing similar services. The Offeror Technical Proposal shall provide the following information:

#### **L.18.1.1 Tab 1 - Technical Approach**

The information contained in this section shall facilitate the evaluation of the Offeror knowledge and ability to effectively provide and manage the services required to operate a Pre-Release Correctional Facility (Halfway House).

Proposals **must** include, but need not be limited to, the following:

- (1) Description of the Offeror approach to providing and managing the services specified in Section C.
- (2) Proposed Start-Up/Transition Plan, including timeline.

#### **L.18.1.2 Tab 2 - Technical Capacity**

The information contained in this section shall facilitate the evaluation of the Offeror technical capacity including the staff, organization, and resources to perform the required services. Proposals must include, but need not be limited to, the following:

- (1) Description of corporate management team.
- (2) Proposed staffing plan, including proposed labor mix and work hours per labor category.
- (3) Offerors must provide resumes of proposed key personnel to be assigned to the contract, which detail the relevant skills and experience of each staff member. The Offeror must warrant that the key personnel proposed will be available if awarded the contract.
- (4) Offeror must provide copies of accreditation of their organization.

### **L.18.1.3 Tab 3 - Previous Experience/Past Performance of Offeror**

The information requested in this section shall facilitate evaluation of the Offeror previous, successful experience in providing Pre-Release Community Correctional Services.

Proposals **must** include, but need not be limited to, the following:

- (1) Detailed description of Offeror (and any proposed subcontractor's) experience in providing similar services as described in Section C. In the case of a newly formed business entity or in teaming arrangements where the companying is relying mostly on the past performance and experience of its key personnel, partners on the team, or on a major subcontract(s), the proposal must clearly explain "whose" past performance, and "how" that past performance is relevant to the procurement.
- (2) Three (3) clients' references for which the Contractor has provided services similar to those described in Section C and three (3) client references for which each subcontractor, as applicable, has provided services similar to those described in Section C. References shall include contract name and title, contract's project responsibility, client name, address, telephone number, email address and hours available. The District will contact the client reference provided and request completion of a Past Performance Evaluation using a form similar to the one provided in Attachment J.6.
- (3) Settled and pending litigation against the company.

### **L.18.1.4 Tab 4 – Completed Attachments, Certifications and Acknowledgements**

Offerors must complete and submit, with their proposals, the required attachments J.1, J.3, J.4, J.5, J.6 (if applicable), certifications stated in Section K – Certifications of this solicitation and acknowledgements of receipt of any amendments to the solicitation.

### **L.18.2 PRICE PROPOSAL**

The Pricing Proposal (Part 2) shall contain at a minimum the completed schedules found in Section B.2 of the solicitation, and Cost/Price Data and Certification (Attachment J.5). The Offeror must provide cost/price data for each year of the contract (base and option years).

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily determine award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

### M.3 EVALUATION FACTORS

Each of the following evaluation factors and sub-factors, listed below in descending order of importance and will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Offeror response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors.

**M. 3.1 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

**M.3.1.1 TECHNICAL FACTORS (70 points)**

**M.3.1.1.1 Technical Approach (30 points)**

The Offeror has presented a comprehensive technical approach to meet the requirements for pre-release community correctional services.

**M.3.1.1.2 Technical Capacity (20 points)**

The Offeror has proposed the necessary personnel that possess the necessary qualification for successfully providing pre-release community correctional services.

**M.3.1.1.3 Previous Experience and Past Performance of Offeror (20 points)**

The Offeror has demonstrated its ability to perform the requirements by its and its subcontractor's relevant, successful past performance on similar contracts. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, overall satisfaction of the Offeror past performance, and the Offeror previous experience. The Offeror is not party to any settled or pending litigation that would negatively affect the Offeror ability to provide services under this contract.

**M.3.1.2 PRICE CRITERIA (30 Points)**

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

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

**M.3.1.3 PREFERENCE (12 Points)**

**M.3.1.4 TOTAL (112 Points)**

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE**

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

**M.5.1 General Preferences**

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

- M.5.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.5.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

## **M.5.3 Maximum Preference Awarded**

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

#### **M.5.4 Preferences for Certified Joint Ventures**

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

#### **M.5.5 Vendor Submission for Preferences**

**M.5.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.5.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.5.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.