

SOLICITATION, OFFER, AND AWARD			1. Caption		Page of Pages					
			OPGS Capacity Building Consultant		1	27				
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market		
		DCHC-2010-R-2020		<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		4/21/2010		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside		
7. Issued By:				8. Address Offer to:						
Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001						
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"										
SOLICITATION										
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street Northwest, Suite 703 South Washington, DC 20001</u> until <u>2:00 PM</u> local time <u>27-Apr-10</u> (Hour) (Date)										
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.										
10. For Information Contact		A. Name			B. Telephone			C. E-mail Address		
		Chris Yi			(Area Code)		(Number)		(Ext)	
					202		724-5069		chris.yi@dc.gov	
11. Table of Contents										
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OFFER										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>150</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %		___ Calendar days %		
				Amendment Number		Date		Amendment Number		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):										
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract						
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date		
(Area Code)		(Number)		(Ext)						
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation				
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date			
James Marshall Contracting Officer										
 Government of the District of Columbia					Office of Contracting & Procurement					

March 2010

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 OPGS seeks the services of a contractor to plan, implement, and evaluate the effectiveness of the delivery of the capacity building classroom, webinar training, and onsite technical assistance provided to the SCF grant program participants.

B.2 The District contemplates award of a firm fixed price type contract with fixed price per task.

B.3 PRICE SCHEDULE – FIRM FIXED PRICE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Plan, implement and evaluate the effectiveness, and onsite on-site technical assistance services	
0001AA	Task 1 - Training	\$ _____
0001AB	Task 2 – Workshop Presentations	\$ _____
0001AC	Task 3 – Onsite Training Responsibilities	\$ _____
0001AD	Task 4 – Assessments, Onsite Technical Assistance and Capacity Action Plans	\$ _____
0001AE	Task 5 – Reporting Requirements	\$ _____
0001AF	Task 6 – Meeting	\$ _____
0001AG	Task 7 – Final Report	\$ _____
Grand Total		\$ _____

B.4. This procurement is being funded by the District of Columbia with funds made available by the American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act). The Contractor will be subject to the additional requirements included on Attachment J.3.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- C.1.1 OPGS seeks the services of a contractor to plan, implement, and evaluate the effectiveness of the delivery of the capacity building classroom, webinar training, and onsite technical assistance provided to the SCF grant program participants.
- C.1.2 The program coordinator shall also ensure the completion of reporting and other requirements as stipulated by the federal grant making entity.
- C.1.3 The program coordinator will be supervised by OPGS' Manager for Nonprofit and Faith-based Relations and work closely with the Office's Nonprofit and Faith-based Relations Volunteer.
- C.1.4 The purpose of the capacity building education training is to provide 25 participants with the basic skills and tools to effectively pursue diverse grant and in-kind resources, leverage and manage resources, develop and implement sustainability strategies, and prepare their constituents for job readiness, placement and retention opportunities.
- C.1.5 The delivery of this service will enhance the participants' capacity to fulfill their respective missions through a blend of sound fiscal management, strong governance, and strategic relationships to achieve program performance, outcome, and sustainability. Additionally, it will result in better trained and more effective organizations necessary to provide these critical services to residents of the District of Columbia.
- C.1.6 **Applicable Documents**

Item No.	Document Type	Title	Date
1		Intensive Capacity Building Skills Training Course Description for Strengthening Communities fund (SCF)	Most Recent

C.1.7 Definitions

- C.1.7.1 **Program Coordinator** - lead contractor with primary responsibility for planning, implementing, and evaluating the effectiveness of the delivery of the capacity building classroom and webinar training, and onsite technical assistance provided to the SCF grant program participants and achieving the program's goals and objectives on time and within budget.

C.2 BACKGROUND

- C.2.1. The Office of Partnerships and Grant Services (OPGS) in the Executive Office of the Mayor advances the District of Columbia's strategic plan and Mayor's policy priorities by providing resource development and technical assistance training to strengthen the capacity of District agencies, as well as faith-based and nonprofit organizations, to compete for all available competitive grants in order to offer needed services to local residents and stakeholders.

- C.2.2 Over the past eight years, OPGS has provided the Strengthening Partners Initiative (SPI), a year-long intensive capacity building program to area nonprofits and faith-based organizations. OPGS also coordinated and managed the Effi Barry HIV/AIDS Capacity Building Initiative for three years and was expanded to two levels – Basic and Advanced - in partnership with the DC Department of Health. This initiative was composed of three technical assistance phases – Intensive Capacity Building Skills Training; On-site Financial and Operational Assessments/Corrective Action Plans (CAPs); and On-site Technical Assistance for Implementation and Monitoring of CAPs; and other related project activities.
- C.2.3 This training enhanced the participating organizations capabilities to fulfill their mission through a blend of sound management, strong governance, and strategic relationships designed to achieve program results, as well as improve performance and outcomes. The training focused on how effectively an organization operates rather than what programs or services it provides.

C.3 REQUIREMENTS (TASKS)

C.3.1 Training Task One (1)

The Contractor shall:

- C.3.1.1 Screen and select qualified facilitators in consultation with the Manager for Nonprofit and Faith Based Relations to deliver all training, coordinating as necessary to at a minimum
- a. secure facilities for classroom training and ‘
 - b. provide an electronic copy of all selected facilitator resumes and credentials.
- C.3.1.2 Create and or assist the Manager for Nonprofit and Faith Based Relations with the development of workshop agendas for workshops and webinars.
- C.3.1.3 Provide at a minimum fourteen (14) workshops with approximately 25-30 participants to be provided by OPGS. Examples of possible workshops consist of the following subject areas:
- a. Program Orientation
 - b. Program Evaluation Methods
 - c. Logic Model
 - d. Strategic Planning
 - e. Grant Proposal Writing
 - f. Resource Development
 - g. Financial Management
 - h. Budgeting Effective Collaboration Methods
 - i. Executive Leadership Development Succession planning
- C.3.1.4 Provide at a minimum three (3) Distance Education Training (Webinars) with approximately 25-30 participants to be provided by OPGS. Possible webinar topics that shall consist of, but is not limited to, the following subject areas:
- a. ARRA Education and Outreach
 - b. Effective Collaboration Methods
 - c. Volunteer Recruitment

- d. Volunteer Management
- e. Board Development

C.3.2 Workshop Presentations Task Two (2)

The Contractor shall:

- C.3.2.1 Gather and review all workshop presentations prior to the start of each workshop to ensure that the materials meet the objectives of the SCF Capacity Building Initiative.
- C.3.2.2 Maintain a system in that allows for needed adjustments/enhancements to the training to achieve the SCF program's goals and objectives in an efficient and timely manner.
- C.3.2.3 Provide OPGS with an electronic copy of all facilitator and participant guides for each workshop and webinar. All workshop and workshop-related materials and facilitator guides become the property of OPGS.
- C.3.2.4 Ensure trainers provide sufficient quantities of all training materials for each workshop. OPGS's name must appear on all workshop materials. The trainers name shall appear only on the cover page of training materials developed by the trainer or subcontractor.
- C.3.2.5 Provide schedule of classes with locations and webinars, and other relevant information to all participants and OPGS.

C.3.3 Onsite Training Responsibilities Task Three (3)

The Contractor shall:

- C.3.3.1 Manage an onsite sign-in process at all workshops and related events, provide participant name badges, distribute handouts, and coordinate and set-up presentations, computer and other audio-visual needs for all sessions
- C.3.3.2 Create and disseminate evaluation forms for each of the class sessions
- C.3.3.3 Provide OPGS with workshop evaluations and attendance sheets at the end of each of the class sessions
- C.3.3.4 Provide OPGS with a list of organizations that failed to attend the workshop at the end of each session,

C.3.4 Assessments, Onsite Technical Assistance and Capacity Action Plans Task Three (3)

The Contractor shall:

- C.3.4.1 Manage a pre and post organizational assessment survey for participants and provide final results to OPGS. Pre assessment shall be completed by participants at orientation and post assessment shall be completed by participants at final classroom session.

- C.3.4.2 Screen and select qualified facilitators in consultation with the Manager for Nonprofit and Faith Based Relations to conduct onsite technical assistance to include organizational and financial organizational assessments.
- C.3.4.3 Manage organizational on site assessments, onsite technical assistance, develop capacity action plan and manage the execution of the onsite capacity action plan in consultation with the Manager for Nonprofit and Faith Based Relations

C.3.5 Reporting Requirements Task Five (5)

The Contractor shall:

- C.3.5.1 Provide monthly program/progress reports to include time sheets that report time spent on project and facilitators After Action Reports (AAR). AAR shall include a listing of workshops offered during the previous month, participant enrollments by organization in each workshop, attendance records, certification of completion of workshops, time spent by trainers on the project and financial statements and other information as deemed pertinent
- C.3.5.2 Provide monthly data, as required by Reporting.dc.gov for all SCF Grantees relative to the project, to OPGS Manager of Nonprofit and Faith based relations

C.3.6 Meetings Task Six (6)

The Contractor shall:

- C.3.6.1 Meet monthly with OPGS Manager for Nonprofit and Faith-based Relations to identify/address issues, concerns, challenges and corrective actions to ensure the program meets its planned goals and objectives
- C.3.6.2 Meet with OPGS Manager for Nonprofit and Faith-based Relations 30 days after completion of project to review final report.

C.3.7 Final Report Task Seven (7)

- C.3.7.1 Provide final report of the capacity building skills program within 30 days of the project's completion. Report will include but not limited to key accomplishments; lessons learned, list of workshop/webinar trainers and workshops they facilitated with time sheets, the effectiveness of the delivery of the training and onsite technical assistance to the participants and related financial information .

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be from date of award through September 30, 2010 specified on the cover page of this contract.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.6 in accordance with the following:

Item No.	Deliverable	Quantity	Format/Method Of Delivery	Due Date
001	Screen and select qualified Facilitators (C.3.1.1)	1	Hard and soft copies	Within 2 weeks after 1 st meeting with OGPS staff
002	Workshop Agendas (C.3.1.2)	1	Hard and soft copies	Prior to the start of each workshop
003	Electronic copy of all facilitator and participant guides (C.3.2.3)	1	Hard and soft copies	Prior to the start of each workshop
004	Workshop evaluations and attendance sheets (C.3.3.3)	1	Hard and soft copies	Ongoing
005	list of organizations (C.3.3.4)	1	Hard and soft copies	Ongoing
006	Final results of surveys (C.3.4.1)	1	Hard and soft copies	Ongoing
007	Monthly program/progress (C.3.5.1)	1	Hard and soft copy	30 th of each month
008	Monthly Data (C.3.5.2)	1	Hard and soft copy	30 th of each month
009	Final Report (C.3.7.1)	1	Hard and soft copy	Within 30 days of the project's completion.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.6 below. The address of the CFO is:

District of Columbia
Office of the Controller/Agency CFO
825 North Capitol St, NE, 5th Floor
Washington, DC 2002
202-442-9018

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 PAYMENT

- G.3.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.3.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.
- G.3.3** The Contractor shall invoice monthly based upon the tasks completed to date throughout the contract period.

G.4 CONTRACTING OFFICER (CO)

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

James H. Marshall
Office of Contracting and Procurement
441 4th Street, N.W., Suite 700S
Washington, D.C. 20001
(202) 724-4197
jim.marshall@dc.gov

G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.5.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.5.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.6.1** The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.6.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.6.1.2** Coordinating site entry for Contractor personnel, if applicable;

G.6.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.6.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.6.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.6.2 The address and telephone number of the COTR is:

Pat Henry
Manager, Nonprofit & Faithbased Relations
Office of Partnerships and Grant Services
John A. Wilson Building
1350 Pennsylvania Avenue, NW - Suite 324
Washington, DC 20004
tel: 202/727-0946
fax: 202/7271652
e-mail: pat.henry@dc.gov

G.6.3 The COTR shall NOT have the authority to:

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

G.6.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 7 dated March 19, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PUBLICITY

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

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONFIDENTIALITY OF INFORMATION

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

I.3 RESERVED

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on

the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.6 GOVERNING LAW

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination Rev. No 8 dated May 26, 2009
J.3	Provisions Applicable to Procurements Under the American Recovery And Reinvestment Act

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

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

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

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

K.3 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

- No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.
- The following person(s) listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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 a single contract resulting from this solicitation to the responsible offeror whose offer 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 a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original, one copy on compact disk, and three 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 DCHC-2010-R-2020 OPGS Capacity Building Consultant with offeror's name**"

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.1 Technical Proposal

L.2.1.1 Technical Approach

- a. The Offeror shall describe its understanding of the District's objectives and goals of the required services.
- b. The Offeror shall provide a discussion of each of the tasks and the offeror's methodology and technical approach to successfully complete each task in the required time.

L.2.1.2 Technical Expertise

- a. A narrative to describe staff knowledge and expertise in delivering services similar in size and scope as those described in Section C.3.
- b. Provide Resume of Project Coordinator
- c. Provide a list of proposed facilitators.

L.2.1.3 Past Performance

- a. A narrative to describe the offeror's past performance performing services similar in size and scope as those described in C.3.
- b. Provide three (3) references in which the offeror has provided services similar in size and scope as those described in C.3.

L.2.1.4 Certifications

The Offeror shall included the certifications contained in Section K of the solicitation:

- a. K.1
- b. K.2
- c. K.3

L.2.2 Price Proposal

The Offeror's Price Proposal shall include the following:

- a. Completed Section B Price Schedule
- b. Narrative to describe how the offeror's price for each task was developed.

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 April 27, 2010 2:00 pm. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.4 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.4.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.4.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.4.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.4.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.4.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.4.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.4.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.4.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.2.3 EVALUATION STANDARDS

M.2.3.1 In accordance with M.1, the District will make an award to the responsible Offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.2.3.2 Technical Proposals will be evaluated based on the following technical evaluation factors which are listed in descending order of importance:

M.2.3.2.1 Technical Approach

M.2.3.2.1.1 This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror's understanding and overall technical approach and methodology including the offeror's service description, service delivery, and knowledge and application of applicable District and federal laws and regulations to perform the required work. The offeror's knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

M.2.3.2.1.2 The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested in L.2.1.1.

M.2.3.2.2 Technical Expertise

M.2.3.2.2.1 This factor considers the technical expertise to be accessed and provided by the Offeror to perform the District's requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror's staff and staff related activities including the offeror's organizational structure, the proposed staffing plan, and the qualifications and expertise of the offeror's proposed staff. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

M.2.3.2.2.2 The District will evaluate offeror's proposal vis-à-vis this factor, including those portions of the proposal in which the Offeror provides the information requested L.2.1.2.

M.2.3.2.3 Past Performance

M.2.3.2.3.1 This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror's performance

M.2.3.2.3.2 The District will evaluate offeror's proposal vis-à-vis this factor, including those

portions of the proposal in which the Offeror provides the information requested in L.2.1.3.

M.3 EVALUATION CRITERIA

M.3.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.2.

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

M.3.3 TECHNICAL CRITERIA (0 – 80 POINTS)

M.3.3.1 Technical Approach (0 – 40 Points)

M.3.3.2 Technical Expertise (0 – 20 Points)

M.3.3.3 Past Performance/Previous Experience (0 – 20 Points)

M.3.4 PRICE CRITERIA (0 – 20 POINTS)

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

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