

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Market Open		Page of Pages 1 68		
2. Contract Number		3. Solicitation Number DCJA-2007-R-0012	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 9-Jul-07	6. Requisition/Purchase Number	
JOB PLACEMENT AND RETENTION SERVICES FOR WELFARE REFORM							
7. Issued By Office of Contracting and Procurement Human Services Cluster 64 New York Avenue, NE, 6th Floor Washington, DC 20002			Code HA0	8. Address Offer To (If other than line 7) Office of Contracting & Procurement Office of Procurement Administration 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001			
NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"							
<b>SOLICITATION</b>							
9. Sealed bid in original and <u>4</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, in the depository located in <u>441 4TH Street, NW, Bid Counter, Suite. 703-South, Washington, DC 20001</u> until <u>2:00 PM</u> local time <u>7-Aug-07</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation							
10. For Information Contact	A. Name Andrei Howze, Contract Specialist		B. Telephone (No Collect Calls) (Area Code) 202 (Number) 671-4479 (Ext)		C. E-mail Address <a href="mailto:andrei.howze@dc.gov">andrei.howze@dc.gov</a>		
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<b>OFFER</b>							
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 in the schedule.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			Code	Facility	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone		15 C. Check if remittance address is different from above - enter address in Schedule		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Award - DC OCP Form 201 not required Negotiated Agreement - DC OCP Form 201 must be executed			23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)			Item	
24. Administered By (If other than Item 7)			Code		25. Reserved for future use		
26. Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia (Signature of Contracting Officer)			28. Award Date	

**THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICE AND PRICE/COST**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Department of Human Services, Income Maintenance Administration (DHS/IMA) (the District)) is seeking a contractor(s) to provide technical assistance and support to its Temporary Assistance for Needy Families Employment Program (TEP). The primary goal of the program is to assist the roughly 12,000 non-exempt Temporary Assistance for Needy Families (TANF) recipients in the District prepare for, find and retain unsubsidized employment. The Contractor(s) will enhance DHS’ current performance tracking and invoicing system and provide support and training as needed to DHS staff, contractors and grantees in a timely manner.

**B.1.2** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause in Section G.1. The Contractor shall furnish to the District Government, when and if ordered, the supplies or services specified in Schedule B.

**B.1.3** This is a fixed price contract(s) for the web-based enhancement services specified, and a cost reimbursement component for technical assistance provided to DHS staff, contractors and grantees.

**B.2 PRICE SCHEDULE – FIRM FIXED PRICE WITH COST REIMBURSEMENT COMPONENT**

**B.2.1 BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b> (Provide summary description of Supplies/Services)	<b>Price Not to Exceed</b>
<b>0001</b> <i>(Cost Reimbursement Component)</i>	Provide individual and group consultations as well as technical assistance to TANF employment vendors and grantees to improve program performance, as evidenced by increased customer participation, identification of customer barriers to employment and the incorporation of recognized best practices into the TANF Employment Program model.	<b>\$50,000</b>
<b>0002</b>	Enhance the TANF Employment Program’s current automated case management system by integrating the program’s performance tracking and invoicing functions into one system. Provide both initial and ongoing training and technical support to DHS, its employment vendors and grantees regarding the use this new system, as requested by DHS.	<b>\$250,000</b>

<b>Grand Total</b>		<b><u>\$300,000</u></b>
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**B.2.2. OPTION YEAR ONE**

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Not to Exceed
<b>0001</b> <i>(Cost Reimbursement Component)</i>	Provide individual and group consultations as well as technical assistance to TANF employment vendors and grantees to improve program performance, as evidenced by increased customer participation, identification of customer barriers to employment and the incorporation of recognized best practices into the TANF Employment Program model.	<b><u>\$50,000</u></b>
<b>0002</b>	Enhance the TANF Employment Program's current automated case management system by integrating the program's performance tracking and invoicing functions into one system. Provide both initial and ongoing training and technical support to DHS, its employment vendors and grantees regarding the use this new system, as requested by DHS.	<b><u>\$250,000</u></b>
<b>Grand Total</b>		<b><u>\$300,000</u></b>

**B.2.3 OPTION YEAR TWO**

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Not to Exceed
<b>0001</b> <i>(Cost Reimbursement Component)</i>	Provide individual and group consultations as well as technical assistance to TANF employment vendors and grantees to improve program performance, as evidenced by increased customer participation, identification of customer barriers to employment and the incorporation of recognized best practices into the TANF Employment Program model.	<b><u>\$50,000</u></b>
<b>0002</b>	Enhance the TANF Employment Program's current automated case management system by integrating the program's performance tracking and invoicing functions into one system. Provide both initial and ongoing training and technical support to DHS, its employment vendors and grantees regarding the use this new system, as requested by DHS.	<b><u>\$250,000</u></b>
<b>Grand Total</b>		<b><u>\$300,000</u></b>

**B.2.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description (Provide summary description of Supplies/Services)</b>	<b>Price Not to Exceed</b>
<b>0001</b> <i>(Cost Reimbursement Component)</i>	Provide individual and group consultations as well as technical assistance to TANF employment vendors and grantees to improve program performance, as evidenced by increased customer participation, identification of customer barriers to employment and the incorporation of recognized best practices into the TANF Employment Program model.	<u><b>\$50,000</b></u>
<b>0002</b>	Enhance the TANF Employment Program's current automated case management system by integrating the program's performance tracking and invoicing functions into one system. Provide both initial and ongoing training and technical support to DHS, its employment vendors and grantees regarding the use this new system, as requested by DHS.	<u><b>\$250,000</b></u>
<b>Grand Total</b>		<u><b>\$300,000</b></u>

**B.2.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description (Provide summary description of Supplies/Services)</b>	<b>Price Not to Exceed</b>
<b>0001</b>	Provide individual and group consultations as well as technical assistance to TANF employment vendors and grantees to improve program performance, as evidenced by increased customer participation, identification of customer barriers to employment and the incorporation of recognized best practices into the TANF Employment Program model.	<u><b>\$50,000</b></u>
<b>0002</b>	Enhance the TANF Employment Program's current automated case management system by integrating the program's performance tracking and invoicing functions into one system. Provide both initial and ongoing training and technical support to DHS, its employment vendors and grantees regarding the use this new system, as requested by DHS.	<u><b>\$250,000</b></u>
<b>Grand Total</b>		<u><b>\$300,000</b></u>

**SECTION C – DESCRIPTION /SPECIFICATION/WORK STATEMENT**

**C.1 SCOPE**

The Department of Human Services, Income Maintenance Administration (DHS/IMA) is seeking a contractor to provide technical assistance and support to its Temporary Assistance for Needy Families Employment Program. TEP, as it is commonly referred, relies on private, contracted employment vendors to provide employment assistance and placement services to the roughly 12,000 non-exempt adult TANF recipients in the District. The primary goal of the program is to assist TANF recipients in preparing for, finding, and retaining unsubsidized employment. The program also includes support services to customers to help identify and address barriers to employment.

The contractor will provide individual and group consultation and technical assistance to DHS’ contractors and grantees under TEP. This will help to ensure that the District meets its federal performance requirements and that TANF recipients receive appropriate and effective employment-related and education services. Technical assistance also will include enhancing DHS’ current performance tracking and invoicing system and providing support and training to DHS. The contractor should have a thorough understanding of employment service programs for low-income individuals and experience offering technical assistance to successfully accomplish state responsibilities under the TANF program staff, contractors and grantees in a timely manner.

**C.1.1 Applicable Documents**

<b>Document Type</b>	<b>Title</b>	<b>Date</b>
Social Security Act	Title IV Part A, as amended by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996	1996
D.C. Law 12-241	Self-Sufficiency Promotion Amendment Act of 1998. Specifically, D.C. Official Code Section 4-205.76-77.	1999
Deficit Reduction Act	Reauthorization of the Temporary Assistance to Needy Families Program, S. 1932	2005
Interim Final Rule	US Department of Health and Human Services, Administration for Children and Families. Reauthorization of the Temporary Assistance to Needy Families Program, 45 CFR Parts 261, et al.	2006
TANF Employment Program Service Provider Manual		2005
Supported Work Program Manual		2006
Service Provider Manual		
Home Visit Program Guide Book		2007
Core Program and System Functionality Guidelines		2007

## C.1.2 Definitions

**C.1.2.1 Community service:** Structured programs and embedded activities designed to improve the employability of recipients not otherwise able to obtain employment in which TANF recipients perform work for the direct benefit of the community under the auspices of public or nonprofit organizations. Community service programs must be supervised on an ongoing basis no less frequently than daily.

**C.1.2.2 Good Cause:** A short-term verified and documented reason for non-compliance with required work activities, such as a court appearance, death in the immediate family, or a sick child. Contractors should determine whether a customer meets an exemption criterion if s/he repeatedly request or is granted good cause for a recurring medical condition.

**C.1.4.3 Job Search and Job Readiness Assistance:** Job search includes looking for suitable job openings, making contact with potential employers, applying for vacancies, and interviewing for jobs. Job readiness assistance includes preparing an individual to obtain employment, such as preparing a resume or job application, interviewing skills, instruction in work place expectations, and life skills training. Job search and job readiness assistance activities must be supervised by the TANF agency or other responsible party on an ongoing basis no less frequently than daily.

**C.1.4.4 Non-exempt TANF Customers:** All TANF customers are required to participate in work activities with Contractors unless the customer is deemed exempt for one of the following reasons:

- a minor who is not the head of an assistance unit, not a parent of a child receiving TANF, or minor parent with satisfactory school attendance;
- a single custodial parent or caretaker who personally provides care for a child under six who cannot obtain needed appropriate child care because it is unaffordable or not within reasonable distance of the parent or caretaker's home or work activity;
- a single custodial parent with a child under 12 months;
- a recipient 60 years old or older;
- a recipient who is granted a domestic violence waiver;
- a recipient unable to participate due to their own or their dependent's illness, incapacity, or disability;
- a woman who is expected to deliver within four months.

**C.1.4.5 POWER:** The Program on Work, Employment and Responsibility (POWER) that provides cash assistance to families in which the parent is unable to work due to his/her disability or incapacity. Months of POWER assistance do not count against the TANF 60-month time limit on assistance.

- C.1.4.6**      **On-the-Job Training**: Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full and adequate performance of the job. On-the-job training must be supervised by an employer, work site sponsor, or other responsible party on an ongoing basis no less frequently than daily.
- C.1.4.7**      **Stipend**: A small amount of money (up to \$10/day) that is paid by the Contractor to the customer to offset the costs associated with participating in the program. Customers will receive \$10 (up to \$50 per week) for each day that they participate in activities for 4 hours a day or more. Once a customer receives her first paycheck she becomes ineligible for the stipend.
- C.1.4.8**      **TANF Customer**: Adult recipient of Temporary Assistance to Needy Families.
- C.1.4.9**      **Unsubsidized Employment**: Full or part-time employment in the public or private sector that is not subsidized by TANF or any other public program.
- C.1.4.10**     **Vocational Education**: Organized educational programs that are directly related to the preparation of individuals for employment in current or emerging occupations requiring training other than a baccalaureate or advanced degree. Vocational educational training must be supervised on an ongoing basis no less frequently than daily.
- C.1.4.11**     **Workforce Investment Act (WIA)**: A federal law that provides funds to states for education, training and job placement to low-income individuals.
- C.1.4.12**     **Work Experience**: A work activity, performed in return for welfare, which provides an individual with an opportunity to acquire the general skills, training, knowledge, and work habits necessary to obtain employment. The purpose of work experience is to improve the employability of those who cannot find unsubsidized employment. This activity must be supervised by an employer, work site sponsor, or other responsible party on an ongoing basis no less frequently than daily.
- C.1.4.13**     **U.S. HHS**: US Department of Health and Human Services
- C.1.4.14**     **PRWORA**: The original regulations required states, on an annual basis, to file a report of how they defined each of the allowable work activities.
- C.1.4.15**     **Deficit Reduction Act**: The DRA required HHS to promulgate regulations for determining whether activities may be counted as “work activities”, how to count and verify reported hours of work, and determining who is a work-eligible individual.
- C.1.4.16**     **Interim Final Rule**: In Sections 260.30 through 260.33, HHS has chosen to go beyond defining the types of activities that apply to each category of work, and

identified the actual activities that could count. It also added time limits to some categories. States are required to establish and maintain the following specific procedures and internal controls.

## **C.2 BACKGROUND**

- C.2.1** The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) that created the Temporary Assistance for Needy Families (TANF) block grant required states to expand their efforts to help welfare recipients find and keep employment, while continuing to determine eligibility for cash assistance, Medicaid, food stamps, and related benefits.
- C.2.2** The Department of Human Services (DHS) is responsible for administering the delivery of social services to residents of the District of Columbia, including those under PRWORA. The TANF Employment Program (TEP) is the District of Columbia work initiative created in response to PRWORA. Since its inception in 1999, TEP has placed over 13,000 low-income DC residents — primarily single mothers — in jobs.
- C.2.3** TEP vendors are funded through performance-based contracts that provide payments only when contractors submit the necessary documentation to verify that recipients have achieved measurable results, such as meeting federal hourly participation requirements, entering employment, moving to a higher wage job, and staying employed for three or six months. Services rendered by vendors (e.g. case management, job training and placement, and job retention) are logged into stand-alone MS ACCESS databases at each separate location and preliminary reports on these services are submitted by vendors to IMA in the form of hand-carried hard copies and electronic files (3.5” diskette).
- C.2.4** DHS reviews and audits 100 percent of the cases for which each vendor submits for reporting and payment purposes. This means that a DHS monitor reviews each recipient’s case file submitted by vendors to determine if sufficient documentation (including time sheets, activity logs, school records) exists to substantiate reported time and attendance data and to warrant a payment. This monitoring and auditing process ensures that DHS only pays for and reports actual and allowable hours of participation across activities. Once audited, monitors enter audited data into DHS’ own centralized ACCESS/SQL payment/participation systems. Participation information is then electronically transmitted to IMA’s SQL-based federal reporting system.
- C.2.5** In June 2006, the Department of Health and Human Services (HHS) released an Interim Final Rule, 45 CFR Parts 261, to provide guidance to States on how to implement the Deficit Reduction Act (DRA) of 2005. The reauthorization maintains the original law’s requirement that 50 percent of states’ welfare caseloads fulfill statutory work requirements. It also updates the incentive for states to reduce caseloads, broadens the pool of families subject to the work

requirements and creates a new penalty for failing to comply with work verification procedures. In short, the new regulations:

- Require that all activities to be supervised in order to count toward the participation rate.
- Require education and training to be directly related to a specific job;
- Allow participation in substance abuse, mental health and other rehabilitation services to count under the “job search/job readiness” work category;
- Further simulate work by allowing countable participation to include actual hours and limited excused absences;
- Permit states to count recipients in work experience and community service in the work participation rate when they work the maximum number of hours allowed under the minimum wage.

### **C.3 REQUIREMENTS**

**C.3.1** In light of new federal reporting requirements and planned program enhancements, DHS is seeking a contractor to provide technical assistance to both DHS program staff and to DHS’ contractors and grantees operating within the TANF Employment Program. For more specific information on the design and functionality of the current database, see Attachment 10 in Section J.

### **C.3.2 TECHNICAL ASSISTANCE**

**Improving Program Design:** The contractor shall provide relevant and timely information to DHS staff and vendors/grantees about successful program models and practices that can be replicated in the District. This will include models/practices aimed at increasing participation in work activities among TANF recipients, particularly those with significant barriers to employment, as well as improving case management, job readiness, and retention services. Upon request by DHS, the contractor shall organize training and technical assistance sessions for vendors and grantees to assist them in improving program processes and outcomes. This may include topics such as overcoming client barriers to employment and self-sufficiency, improving job placement and retention services.

**C.3.3** The contractor should have the following attributes:

- Previous work in the area of employment services for welfare recipients, including experience in providing technical assistance to state and local jurisdictions on successful employment program implementation and operation.

- Extensive experience in evaluating aspects of TANF employment programs and in providing guidance on best practices to state and local TANF agencies.
- Skills and knowledge to analyze organizational strategies within welfare offices and across welfare and Workforce Development Systems and community partners.
- Experience in assessing and evaluating options for addressing staff training needs.
- Experience in examining different approaches to case management and assisting state and local jurisdictions in formulating and acquiring a non-proprietary case management system for tracking and reporting client activities.
- Knowledge of key outcome measures related to the employment program and program operations and how those outcomes can be successfully operationalized.

#### **C.3.4 Enhanced Web-based Case Management System**

The contract shall enhance TEP's current information processing scheme to include integrated information systems to allow disparate end-users to interact with the same information in real-time. This interaction will include record entry, update, modification, and viewing. These enhancements should not be proprietary and must accommodate future changes in federal and state program needs. The contractor must ensure that these enhancements do not reduce, or negatively impact, current system functionality. To this end, the contractor should have significant knowledge and experience with TANF work programs similar to DC TEP in which caseloads, customer service flow (entry and exit), and performance-based payments are tightly integrated. TEP vendors are funded through performance-based contracts that provide payments only when contractors submit the necessary documentation to verify that recipients have achieved measurable results. All time and attendance data is currently captured and submitted electronically from the vendor's current case management database. In response to new federal regulations, this process must be streamlined and enhanced to ensure that work participation hours are properly tracked by vendors in a format that allows DHS monitors to quickly, but effectively, audit all necessary documentation. Because of the importance of the Point In Time Caseload (PIT) to each vendor's program operations, it is important that the proposed case management system allow vendors to effectively and efficiently maintain an accurate account of the current status of each customer within its PIT and customer work activities.

**C.3.5** In general, the proposed web-based case management system must have the capability to:

- **Track Hours of Participation of TANF Customers**

Federal TANF law mandates that states track actual hours of customer participation in allowable work activities.

- **Report Hours of Participation of TANF Customers**

Currently, vendors must submit to DHS a weekly report that provides information regarding each referred customer's activities during the week. The weekly report individually lists all customers on the vendor's PIT, the activity each customer was engaged in during the reporting week, and the number of hours the customer participated. The proposed case management system must be able to produce a similar report that can be accessed on-line or printed.

- **Process payments to TEP Vendors based on Payment Benchmarks**

TEP vendors are paid through performance-based contracts for the services specified and are reimbursed for work-related allowances and incentives paid to customer. The District uses an in-house database to enter and track payments made to vendors. The proposed case management system must have the capability to process, approve, and track vendor payments.

- **Produce Management Reports of Vendor Performance**

The proposed case management system must have the ability to generate specialized and custom reports to access data through queries and information using a variety of formats.

**C.3.6** The contractor must present, in detail, features and capabilities of the proposed system, including the following information:

- Hardware Environment - Describe the supported computer hardware environment in which the proposed software will run. In the event there is multiple computer systems available, list all options.

- Operating System - Identify the operating system that is supported by the proposed applications software and the proposed database management system in the hardware environment recommended above. In the event there is multiple operating systems available, list all options.

**C.3.7** List the operating system software support products required to support the recommended computing environment and any additional vendor software products required to support your proposed application software.

### **C.3.8 DATABASE SOFTWARE**

Provide a description of the Relational Database Management System (RDBMS) required to support the computing environment. List any fourth generation features utilized in constructing the proposed applications software and any optional end-user productivity tools.

### **C.3.9 AD HOC REPORTING**

The contractor should include a description of any features that allow a user to manage data, generate specialized or custom reports, and to access data through queries and information using a variety of formats.

### **C.3.10 SYSTEM SECURITY**

The contractor should include a detailed description of the proposed software and database security features.

### **C.3.11 IMPLEMENTATION, SUPPORT AND TRAINING**

The contractor must provide a detailed overview of the implementation, support, and training for the proposed system. This information must include:

- Project organization chart
- Implementation and Training methodology, including proposed estimated timeframe and deliverables for each stage of the project.

### **C.3.12 MAINTENANCE PROGRAM**

Specify the nature of the post-implementation support that will be provided by the contractor including, but not limited to,:

- Toll-free telephone support and hours of operation
- Delivery method of future upgrades and product enhancements
- Availability of users groups
- Problem reporting and resolution procedures

### **C.3.13 CLIENT REFERENCES**

The contractor must provide at least two client references that are similar in size and complexity and a comparable computing environment, if applicable. Information should include at the minimum:

- Contact Name and Title
- Address, Phone Number, Email
- Software licensed and implementation status
- Hardware environment

### **C.3.14 FLEXIBILITY**

The automated case management system must be designed with the recognition that the District will have ever-changing federal and local work and reporting requirements. Thus, flexibility must be provided to meet external and internal requirements. This requirement can be met by providing user-controlled sequence, frequency, and content specification for production reports, and by either providing a modern report/retrieval system for ad hoc report requests or the availability of an end-user report/retrieval facility associated with the database product.

The automated case management system must be designed to minimize impact on the overall system arising from additions, changes, or deletions to the database. The system should permit changes in database structure without requiring recompilation of programs not directly impacted by the changes.

### **C.3.15 BATCH AND ON-LINE PROCESSING ENVIRONMENT**

The District intends to implement a distributed environment that provides the ability for users to take control and responsibility for their data. To accomplish this, the proposed system should provide end-users with the ability to enter data in an on-line interactive mode.

### **C.3.16 SYSTEM SECURITY**

The system must provide system and application security controls to prevent unauthorized use of the database; restrict access to the database; maintain database process controls; and log all database transactions. In addition, the system should provide security to limit availability to application software screens, data elements, and the contents of data elements where appropriate.

### **C.3.17 DATA/SYSTEMS INTEGRATION**

The automated case management system must use an integrated database transcending functional areas. It must operate from a single data element dictionary addressing the entire system, with common update and query capability.

### **C.3.18 PROCESS CONTROLS**

The system should provide the following process controls:

- Comprehensive edit controls which, for example, prevent incomplete or incorrect data from being processed.
- Programmatic control of the process flow to prevent information from being processed in the wrong sequence.
- Processing cycles completed in a logical, prescribed order.
- Integrity of data entering the database, safeguarded through editing criteria.

### **C.3.19 SYSTEM DOCUMENTATION**

Specific elements of documentation which must be available with the system include:

- User and Technical Manuals - On-line and Hard Copy
- Data Element Dictionary
- Operations Manual

If available, users' manual(s) for the proposed application should be provided with proposal response. The District understands that contractor's documentation might contain proprietary information; therefore, the District is willing to sign a non-disclosure agreement at the contractor's request.

### **C.3.20 RDBMS TECHNICAL REQUIREMENTS**

The District requires a relational type database. (See attachments for requirements for the RDBMS used to control the primary data storage for all software components.) The contractor must recommend a RDBMS product or identify RDBMS products, which can be used in support of the contractor's software.

- Multi-Tasking - The RDBMS must permit simultaneous database access, permitting simultaneous access to files and queuing update requests at the record or field level when field contention prevents simultaneous updates. In addition, it must permit concurrent processing of batch and on-line jobs accessing the same data files and database.
- Independence - The RDBMS must be independent of terminal type or transaction type and be able to be accessed from any terminal in the network.
- Logging, Restart, and Recovery - The RDBMS must provide restart capabilities, as well as database access activity logging and blackout.
- Performance and Activity Statistics - The RDBMS must support performance monitoring tools and activity statistics reporting features.

Statistics should be available on database access rates (both update and query) by program, terminal, and ID, and by time of day.

- Administrative Tools - The RDBMS should include administrative tools to monitor utilization, trace database access chains, optimize schema and sub-schema definitions, model, report areas/pages percent full, and to optimize file placement and layout.
- Relational Database Characteristics - The RDBMS should utilize the concept of user views whereby pseudo-schema are defined and stored for utilization by users without the users becoming involved in the actual schema and sub-schema structures of the database. The system should provide a security system to control utilization of user views by user ID, account, and activity.
- Data Dictionary Facility - The system should include an active integrated data dictionary. This dictionary should be an integral component of the data access capabilities, including the definition of both data attributes and values.
- Data Import Facility - The system should include a data import facility which permits transferring data from other data files into the database.
- Data Access - All data must be available for read and update, not only through the RDBMS, but also directly from COBOL and 4GL programs.
- End-User Query Facilities - The system must have end-user query facilities which permit easy access to the information in the database.

### **C.3.21 MICROCOMPUTER ACCESS AND MANIPULATION**

Software tools must be available which provide decision support capabilities. These include the ability to select a subset and/or summary database from the production RDBMS, download this information to a PC, manipulate the information using the same (or similar) tools and commands as those used on the mainframe, and upload developed information to the mainframe.

**SECTION D – PACKAGING AND MARKING**

**D.1** This section is not applicable to this/these contract(s).

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTIONS**

- E.1.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause 7, Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supply and Services Contracts, dated March 2007, Attachment J.1.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) year from date of award specified on page one (1) of the contract.

#### **F.1.1 OPTION PERIOD**

- F.1.1.1** The District may extend the term of this contract by exercising up to four (4) one (1) year option periods.
- F.1.1.2** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **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 one (1) year, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall 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.3 EVALUATION OF OPTION YEARS**

**F.3.1** The District Government will evaluate proposals for award purposes by adding the total cost of all options to the total cost for the basic requirement. Evaluation of options will not obligate the government to exercise the option.

**F.3.2** The government may reject an offer if it is materially unbalanced as to cost for the basic and the option requirements. Any offer is unbalanced when it is based on cost significantly less than cost for some work and prices, or significantly overstated for other work.

**F.4 DELIVERABLES**

**F.4.1** The Contractor(s) shall provide the deliverables in accordance with the deliverable schedules that follow:

<b>CLIN</b>	<b>Deliverable</b>	<b>Media</b>	<b>Quantity</b>	<b>Due Date</b>
0001	Conduct specific training and technical assistance sessions on issues/topics determined by the District. C.3.1 and C.3.2.	N/A	4 per contract year	Quarterly
0001	Provide strategies for engaging hard-to-serve TANF customers in allowable work activities. C.3.2	Reports and Presentations -Scheduled meetings with District officials	TBD	Ongoing
0001	Provide strategies to increase participation in federal work activities. C.3.2.	-Reports -Scheduled meetings with District officials	TBD	Ongoing

CLIN	Deliverable	Media	Quantity	Due Date
0002	Web-based case management system for reporting TANF customer hours and processing vendor payments. C.3.4.	N/A	1	A) Consultation and Planning: Summer/Fall 2007  B) Implementation and Testing: Fall 2007 - Spring 2008  (*All due dates represent estimates and may be amended. Actual due dates will be based on the contractor/system selected from this solicitation)
0002	Training and Technical Support C.3.6 through C.3.12.	TBD	TBD	TBD
0002	User and Technical Manuals, Data Element Dictionary, Operations Manual. C.3.19.	Online and/or Hard Copy	As needed	TBD (Must be available for training phase)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 COST REIMBURSEMENT CEILING**

- a) Cost reimbursement ceilings for this contract are set forth in *Section B.2 of the Schedule*.
- b) The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in *Section B.2 of the Schedule* as set forth in the contract.
- c) The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.

- d) The Contractor must notify the Contracting Officer, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceilings.
- e) As part of the notification, the Contractor must provide the Contracting Officer a revised estimate of the total cost of performing this contract.
- f) The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in B.3 listed in the Contract and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceilings specified in B.3 listed in the Contract, until the Contracting Officer notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing this contract.
- g) No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- h) If any cost reimbursement ceiling specified in B.2 listed in the Contract is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- i) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.2 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

**G.2 ORDERING CLAUSE**

- G.2.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued from date of award through one year thereafter.
- G.2.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.2.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods only if authorized in the Schedule.

**G.3 INVOICE 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. The invoice shall detail the amount requested for each payment point listed in Section C.7 of the contract.
- G.3.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.4 INVOICE SUBMITTAL**

- G.4.1** The Contractor shall submit proper invoices on a monthly basis as specified in Section G.3. Invoices shall be prepared in duplicate and submitted to the agency Associate Chief Financial Officer (ACFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The address of the ACFO is:

**Name:** Associate Chief Financial Officer  
**Address:** Department of Human Services  
Accounts Payable  
64 New York Avenue, N.E., 6<sup>th</sup> Floor  
Post Office Box 54047  
Washington, D.C. 20002  
**Telephone:** (202) 671- 4200

- G.4.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
  - G.4.2.1** Contractor' s name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of

mailing or transmittal as possible);

- G.4.2.2** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;
- G.4.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered or performed.
- G.4.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.4.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.4.2.6** Name, title, phone number of person preparing the invoice;
- G.4.2.7** 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.4.2.8** Authorized signature.

**G.5 METHOD OF PAYMENT**

- G.5.1** The Contractor will be paid monthly based on monthly invoices.

**G.6 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

- G.6.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.7.6.
- G.6.2** No final payment shall be made to the Contractor until the Associate Chief Financial Officer (ACFO) has received the Contracting Officer's (CO) final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement.

**G.7 ASSIGNMENTS**

- G.7.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, 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.7.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.7.3** Notwithstanding an assignment of money pursuant to authority contained in the contract, 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.8 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Jean Wright  
Contracting Officer  
Office of Contracting and Procurement  
Department of Human Services  
64 New York Avenue, N.E., 6<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: (202) 671-4463

**G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.9.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.9.2** 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.9.3** 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.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.10.1** 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:

Name: Idara Nickelson  
Title: Chief, Office of Performance Monitoring  
Agency: Department of Human Services/Income  
Maintenance Administration  
Address: 645 H Street, N.E.  
Washington, D.C. 20002  
Telephone: (202) 698-3959

**G10.2** It is understood and agreed that the COTR shall not have authority to make any changes in the statement of work or terms and conditions of the contract.

**G.10.3** 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.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor(s) shall be bound by Wage Determination No. 2005-2104, Revision No. 3, dated November 7, 2006 incorporated herein as Attachment J.3, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351et seq.). The Contractor(s) shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor(s) shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option period(s); the Contractor(s) may be entitled to an equitable adjustment.

### **H.2 AUDITS, RECORDS AND RECORD RETENTION**

**H.2.1** For cost-reimbursement CLINs under this/these contract(s) at any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor(s)' invoices or vouchers and statements of cost audited. For cost reimbursement contracts, 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(s) by the District Government and an overpayment is found, the Contractor(s) shall reimburse the District for said overpayment within thirty (30) days after written notification.

- H.2.2** The Contractor(s) shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds, provided by the District under the contract(s).
- H.2.3** The Contractor(s) shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract(s) for a period of five (5) years after termination of the contract(s) or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract(s).
- H.2.4** The Contractor(s) shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- H.2.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor(s)' contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.2.6** The Contractor(s) shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- H.3** **PUBLICITY**
- H.3.1** The Contractor(s) shall at all times obtain 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(s) make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this/these contract(s).
- H.4** **CONFLICT OF INTEREST**
- H.4.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this/these contract(s) shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract(s) or proposed contract(s). (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code 2-310.01, and Chapter 18 of the DC Personnel Regulations).
- H.4.2** The Contractor(s) represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The

Contractor(s) further covenants not to employ any person having such known interests in the performance of the contract(s).

**H.5 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

**H.5.1** The key personnel specified in the contract(s) are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor(s) shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification (including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract(s). The Contractor(s) shall not reassign these key personnel or appoint replacement, without written permission from the Contracting Officer.

**H.5.2** The Project Manager is considered to be essential to the work being performed hereunder. The Contractor(s) shall notify the COTR, as described in G.7, and the Contracting Officer at least fifteen (15) calendar days prior to removing the Project Manager unless the Contractor(s) determines in writing that removal of the Project Manager is necessary in order to maintain and ensure the integrity and best interest of the program or the safety and well being of youth receiving services. The written justification shall provide explanations and justification of the removal of the Project Manager as well as the Contractor(s)' plan to temporarily and permanently fill the position.

**H.5.3** The Contractor(s) shall provide written notification of the removal of the Project Manager in advance of the scheduled removals and within twenty- four (24) hours for unscheduled removals.

**H.5.4** The Contractor(s) shall not replace the Project Manager without written permission from the Contracting Officer, except for unscheduled removals, where necessary.

**H.6 GOVERNMENT RESPONSIBILITY**

**H.6.1** The District shall be responsible for the following:

**H.6.1.1** Monitor and evaluate Contractor(s) performance;

**H.6.1.2** Modify this contract(s) to comply with relevant Federal Law.

**H.7 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.7.1** The contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 *et seq.* ("First Source Act").

**H.7.2** The contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the contractor shall agree that:

The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and 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.7.3** The contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

**H.7.4** 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.7.5** With the submission of the contractor’s final request for payment from the District, the contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with section H.7.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.7.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;

- (c) Advertisement of job openings listed with DOES and other referral sources; and

Any documentation supporting the waiver request pursuant to section H.7.6.

**H.7.6** The contracting officer may waive the provisions of section H.7.4 if the contracting officer finds that:

(1) A good faith effort to comply is demonstrated by the contractor; 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.

(2) The contractor enters into a special workforce development training or placement arrangement with DOES; or 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.7.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.7.5 and H.7.6, the Contracting Officer shall determine whether the contractor is in compliance with section H.7.4 or whether a waiver of compliance pursuant to section H.7.6 is justified. If the Contracting Officer determines that the contractor is in compliance, or that a waiver of compliance is justified, the contracting officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.7.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.7.5, 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.7.8.

## **H. 8 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PRIVACY COMPLIANCE**

### **(1) Definitions**

(a) *Business Associate*. "Business Associate" shall mean [Insert Name of

Contractor].

(b) *Covered Entity*. "Covered Entity" shall mean [Insert Name of District of Columbia Agency].

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:
  - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
  - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

## **(2) Obligations and Activities of Business Associate**

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **(3) Permitted Uses and Disclosures by Business Associate**

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this/these contract(s), provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of

the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### **(4) Obligations of Covered Entity**

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **(5) Permissible Requests by Covered Entity**

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

#### **(6) Term and Termination**

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is

destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## **(7) Miscellaneous**

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March, 2007 (Attachment J.1) shall be applicable to the contract(s) resulting from this solicitation. The Contractor(s) shall at all times throughout the terms of the contract(s) operate in accordance with all applicable federal and District laws.

### **I.2 PRE-AWARD APPROVAL**

The award and enforceability of this contract is contingent upon approval of the Council of the District of Columbia.

In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars within a 12-month period.

### **I.3 CONTRACTS CROSSING FISCAL YEARS**

Continuation of any contract(s) awarded beyond fiscal year 2008 is contingent upon future fiscal appropriations.

### **I.4 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District shall 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.5 TIME**

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

### **I.6 OTHER CONTRACTORS**

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

## **I.7 RIGHTS IN DATA**

- I.7.1** “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.7.1.1** 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.7.1.2** 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.7.1.3** 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.7.2** 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.7.3** The District shall 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, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.7.3.1** 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.7.3.2** 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.7.3.3** Copy computer programs for safekeeping (archives) or backup purposes; and
- I.7.3.4** 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.7.4** The restricted rights set forth in Section I.6.6 are of no effect unless:

- a. The Contractor(s) with the following legend marks the computer software:

**RESTRICTED RIGHTS LEGEND**

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

- b. 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(s) 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(s) prior to the delivery date of the software. Failure of the Contractor(s) to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.7.5** In addition to the rights granted in Section I.6.3 above, the Contractor(s) 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.6.3 above, under any copyright owned by the Contractor(s), in any work of authorship prepared for or acquired by the District under this/these contract(s). Unless written approval of the Contracting Officer is obtained, the Contractor (s) shall not include in technical data or computer software prepared for or acquired by the District under this/these contract(s) any works of authorship in which copyright is not owned by the Contractor(s) 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.7.6** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.5 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.7.7** For all computer software furnished to the District with the rights specified in Section I.6.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.2. For all computer software furnished to the District with the restricted rights specified in Section I.6.3, 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 the 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.7.8** 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.7.9** 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.7.10** Paragraphs I.6.3, I.6.4, I.6.5, I.6.8 and I.6.9 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.8 SUBCONTRACTS**

The Contractor(s) hereunder shall not subcontract any of the Contractor(s)' work or services to any subcontractor(s) without the prior written consent of the COTR. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor(s) and the subcontractor(s) shall be subject to every provision of this contract(s). 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.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Office of Local Business Development.

**I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor(s) recognizes that the services provided under this/these contract(s) are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor(s) agrees to:

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10.2** The Contractor(s) shall, upon the Contracting Officer's written notice, furnish transition services for up to 45 days after this/these contract(s) expires and negotiate in good faith a plan with a successor that identifies the nature and extent of transition services required.

- I.10.3** This plan shall specify a training program for the successor's personnel and dates for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's written approval.
- I.10.4** The Contractor(s) shall provide, during the said transition period, sufficient experienced personnel to ensure that the services provided under this/these contract(s) are maintained at the same level of effectiveness and efficiency.
- I.10.5** To facilitate a smooth transition, the Contractor(s) shall allow as many personnel as may be needed to remain on the job to help the successor maintain the continuity and consistency of the services required by this/these contract(s). The Contractor(s) also shall disclose, with the consent of the employees, necessary personnel records and allow the successor to conduct onsite interviews with those employees. For those personnel who are interested in accepting a position with the successor and are selected by the successor, the Contractor(s) shall release them at a mutually agreeable date.
- I.10.6** The Contractor(s) shall not be reimbursed for transition costs (i.e., costs incurred within the agreed period after contract expiration/termination that result from transition operations) unless the Contracting Officer executes a modification to the contract(s). The modification will specify the amount to be paid for transition costs.
- I.11 INSURANCE**
- I.11.1** The Contractor(s) shall obtain the minimum insurance coverage set forth below. The Contractor(s) shall provide the District with certificates of insurance naming the District of Columbia Department of Human Services, Income Maintenance Administration as an additional insured, unless otherwise stated, and deliver to the District's Contracting Officer. Certificates for the below coverage shall be made available within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract(s) period. 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.11.2** All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation, 810 1st St. N.E. #701, Washington, DC 20002.
- I.11.3** **General Liability:** The Contractor(s)' employees and independent contractors and all other persons who are staff members as so defined, shall maintain general liability coverage naming the Contractor(s) as named insured and the District as an additional insured on an occurrence basis with per location or project limits of not less than \$1,000,000 per occurrence for bodily injury or death, or property damage, combined single limit; the District added as an additional insured

**I.11.4 Business Automobile:** Coverage for all vehicles with a combined single limit of \$1,000,000.

**I.11.5 All Risk Commercial Property:** Coverage for full replacement cost of the Contractor(s)' facility, time valued insurance for 100% of loss of income with deductibles not to exceed \$5,000.

**I.11.8 Umbrella Liability:** Coverage with limits no less than \$5,000,000 limit per occurrence.

**I.11.9 Workers' Compensation:** The Contractor(s) shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this/these contract(s), and the Contractor(s) agrees to comply at all times with the provisions of the workers' compensation laws of the District.

**I.12 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**I.12.1** Contractors who include in their proposal data that they do not want disclosed to the public or used by the District Government 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 Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

**I.12.2** If however, a contract is awarded to this Contractor(s) as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's need in the procurement process. This restriction does not limit the District Government's right to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheet)."

**I.12.3** 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."

**I.13 DRUG-FREE WORKPLACE CLAUSE**

**I.13.1** In signing and submitting this Agreement, the Contractor certifies, attests, agrees, and acknowledges that the contractor has received a signed copy of the Drug-Free Workplace requirements and shall maintain compliance with the requirements for the term of this Agreement.

- I.13.2** Definitions. As used in this provision.
- I.13.2.1** "**Controlled substance**" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CAR 1308.11 - 1308.15.
- I.13.2.2** "**Conviction**" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- I.13.2.3** "**Criminal drug statute**" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- I.13.2.4** "**Drug-free workplace**" means a site for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- I.13.1.5** "**Employee**" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- I.13.1.6** "**Individual**" means an offeror/contractor that has no more than one employee including the offeror/ contractor.
- I.13.2** The Contractor, if other than an individual, shall -within 30 calendar days after award (unless a longer period is agreed to in writing for contracts of 30 calendar days or more performance duration); or as soon as possible for contracts of less than 30 calendar days performance duration -
- I.13.2.1** Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- I.13.2.2** Establish an ongoing drug-free awareness program to inform such employees about:
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;

- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

**I.13.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph I.13.2.1 of this clause;

**I.13.2.4** Notify such employees in writing in the statement required by subparagraph I.13.2.1 of this provision that, as a condition of continued employment on this contract, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

**I.13.2.5** Notify the Contracting Officer in writing within ten (10) calendar days after receiving notice under subdivision I.13.2.4(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

**I.13.2.6** Within 30 calendar days after receiving notice under subdivision I.13.2.4(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

**I.13.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs I.13.2.1 through I.13.2.6 of this provision.

**I.13.3** By signing this contract, the Contractor, certifies and agrees that the Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance in the performance of the contract.

- I.13.4** Failure of the Contractor to provide the certification required by Sections I.13.1 and I.13.3.
- I.13.5** In addition to other remedies available to the Government, the certification in sections I.13.1 or I.13.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

### **CERTIFICATION**

\_\_\_\_\_

**Authorized Signature (Print Name)**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Authorized Signature**

\_\_\_\_\_

**Title**

### **I. 14 ORDER OF PRECEDENCE**

Any inconsistencies in the contract(s) shall be resolved by giving precedence in the following order: the Contract(s), comprised of the Award/Contract page, and Sections B through K, the Standard Contract Provisions for use with the District of Columbia Supply and Services Contracts, dated April 2003, the Request for Proposals, including amendments if any, the Contractor(s)' Best and Final Offer (BAFO), and the Contractor(s)' Technical and Price Proposals. The Request for Proposal, with respect to all items accepted, and all papers accompanying the same, the BAFO, the Proposal, the Standard Contract Provisions, and other papers and documents referred to in any of the foregoing shall constitute the formal contract between the Offeror and the District.

### **SECTION J: LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, March, 2007
- J.2** Tax Registration Application
- J.3** Wage Determination No. 2005-2104, Revision No: 3, dated 11/07/2006
- J.4** Equal Employment Opportunity Package
- J.5** Tax Certification Affidavit
- J.6** First Source Employment Agreement

- J.7 Experience Questionnaire
- J.8 Past Performance
- J.9 Cost/Price Disclosure Certification
- J.10 TANF Employment Program System Function

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR**

**K.1 TYPE OF BUSINESS ORGANIZATION**

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; or

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.2 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).

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**K.3 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

- \_\_\_\_\_ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.
- \_\_\_\_\_ The following person(s) listed in Clause 17 may benefit from this contract:

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For each person listed, attach the affidavit required by Clause 16 of the Standard Contract Provisions.

**K.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:
  - 1) The prices in this/these contract(s) 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/these contract(s) 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 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/these contract(s), and that the signatory

has not participated and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above;

- 2) (i) 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:

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(insert full name of person(s) in the organization responsible for determining the prices offered in this/these contract(s) and the title of his or her position in the Offeror's organization);

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

- (iii) 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.5 TAX CERTIFICATION**

Each Offeror must submit with his/her Offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

## **K.6 FIRST SOURCE EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this/these contract(s) and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this/these contract(s) are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their

own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Official Code sec. 32-1401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES.

Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.7 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Contracts 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/these contract(s).

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

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

**K.8 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "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

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES**

**L.1 CONTRACT AWARD**

**L.1.1 Contract Type**

The District intends to award one fixed-price contract.

**L.1.2 Most Advantageous to the District**

The District intends to award one contract resulting from this solicitation to the offeror whose offer best conforms to the solicitation and will be most advantageous to the District vis-à-vis cost/ price, technical and other factors, specified elsewhere in this solicitation.

**L.1.3 Initial Offers**

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

**L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

**L.2.1** Offerors shall submit a signed original and five (4) copies. Proposals shall be double spaced typewritten in 12-point font size on 8.5" by 11" bond paper and shall be no more than forty (40) pages in length. The District will not accept telephonic (facsimile) and telegraphic proposals as an original proposal. All items accepted by the District including all attachments and all documents contained in the Offeror's proposal along with Sections A - K of the Request for Proposal

including any incorporated amendments and attachments shall constitute the formal contract.

- L.2.2** Each proposal shall be submitted in a sealed envelope conspicuously marked:

**“Proposal in Response to Solicitation No. PO-JA-2007-C-0012  
Income Maintenance Administration  
“Technical Assistance for TANF Employment Program”**

- L.2.3** The Offeror’s proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.
- L.2.4** Offerors are directed to Sections M.1, Evaluation Factors For Award, M.2, Proposal Evaluation and M.3, Evaluation Criteria, which includes the Evaluation Factors for the solicitation. The information requested below shall facilitate the evaluation and selection of proposals.
- L.2.5** Offerors are directed to the Evaluation Factors as described in M.3.2 and the interdependent relationship that exists between the Evaluation Factors described in Section M.3.2, the requirements described in Section C of the solicitation and the instructions to Offerors described in Section L.
- L.2.6** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors For Award. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.
- L.2.7** The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the Offeror.
- L.2.8** The District may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.
- L.2.9** Each part of the Offeror’s proposal shall provide a Table of Contents to identify the location of the Offeror’s response to the required information for each Evaluation Factor as well as any attachments, exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror’s proposal, shall **NOT** provide information or reference any information contained in Part 2, Price Proposal.

**L.2.10** The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the required information described in Section L in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing the information requested in Section L to substantiate the Offeror's knowledge and abilities to perform the requirements described in Section C, will be unacceptable.

**L.2.11** The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described below in Section L. The information provided will allow the District to assess the Offeror's knowledge, expertise, and capacity to perform the requirements of the contract(s) as described in Section C, the assessment will then result in an evaluation of the Offeror's response in accordance with the Evaluation Criteria as described in Section M.3 of the solicitation.

**L.2.12** In order to facilitate the review, assessment, and evaluation of the Offeror's proposal, responses shall be organized, identified and presented in the order presented below.

**L.2.13.1** **Technical Proposal for Required Services contained in Section B.2 - Provide Technical Assistance to the Department of Human Services/IMA, vendors and grantees regarding TANF recipients.**

The Offeror's Technical Proposal shall be organized and submitted in the following separately marked sections. The Offeror's narratives responding to the requested information must be presented in the Offeror's technical proposal in the same order as requested below:

**L.2.13.1.1** ***Technical Approach***

**L.2.13.1.1.3** The Offeror's proposal **must** include, but not be limited to, relevant information to substantiate its technical approach in providing both technical assistance to employment programs serving low-income (particularly TANF) populations, as well as the ability to enhance the District's case management system. The proposal should address the following areas in narrative form:

**L.2.13.1.1.3.1** **Program Knowledge**

The Offeror shall demonstrate its knowledge of the employment and support services required by TANF and low-income population to assist these populations in becoming self-sufficient.

The Offeror shall demonstrate its knowledge of TANF work programs and/or work programs operated by the District and/or other jurisdictions and clearly address how its organization has assisted specific locality meet its organizational

and/or programmatic needs to best serve its low-income customers with multiple barriers to employment. C.3.2 and C.3.3.

#### **L.2.13.1.1.3.2 Implementation, Support, and Training**

The contractor must provide a detailed overview of the implementation, support, and training for the proposed software. This information must include:

- Project organization chart
- Detailed implementation and training strategy and methodology
- Conversion and Project Management Approach
- Estimated timeframe and deliverables for each stage of the project.
- Proposed training plan for government staff and contractors on the use of the proposed web-based case management system. C.3.11.

#### **L.2.14.1.1.3.3 Training and Technical Assistance**

The Offeror shall demonstrate its ability to provide technical assistance, evidenced by the knowledge and ability to plan, organize, and conduct training for its customers. The training and instruction should cover programmatic issues related to improving services and outcomes. C.3.2 and C.3.3.

#### ***L.2.13.1.2 Technical Expertise***

**L.2.13.1.2.1** The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and ability to provide technical assistance to the Department of Human Services/IMA, its vendors and grantees regarding its TANF recipients. The Offeror shall provide relevant information to substantiate the Offeror's methodology and expertise to provide the requirements of the solicitation as described in C.3.2 and C.3.3 of this solicitation.

**L.2.13.1.2.2** The Offeror shall describe in detail the capacity of its organization to produce and deliver a web-based case management system based on the specifications outlined in this solicitation. The Offeror must describe, in detail, its capacity to meet the needs and requirements of the District employment program using its proposed or existing case management software. C.3.5.

**L.2.13.1.2.3** The Offeror's proposal **must** include, but not be limited to, relevant information to substantiate its technical expertise in the following areas in narrative form:

#### **L.2.13.1.2.3.1 Organizational Capacity**

The Offeror shall demonstrate its organizational capacity to provide the services detailed in Section C.3.2 and C.3.5.

#### **L.2.13.1.2.3.2 Software/Hardware**

The Offeror must demonstrate or provide evidence of the proposed web-based case management system capability to perform and complete the requested functions. C.3.5.

#### **L.2.13.1.2.3.3 Staffing**

The Offeror must demonstrate its staff qualifications, how each staff person will be utilized for this contract and the past experience of staff identified to work on this contract.

#### **L.2.13.1.3 *Past Performance***

**L.2.13.1.3.1** The information requested in this section shall facilitate evaluation of the Offeror's past performance including quality of services provided, timeliness of performance, business practices and customer satisfaction in providing technical assistance to TANF customers.

**L.2.13.1.3.2** Proposals **must** include, but need not be limited to, the following items or information:

**L.2.13.1.3.3** The Offeror shall complete the Experience Questionnaire for all similar contracts completed during the past three (3) years. Contracts listed shall include those entered into with the District of Columbia government, the Federal government, agencies of State and local governments or private contracts.

**L.2.13.1.3.4** Offerors that are newly formed entities without prior contracts should list contracts and subcontracts or other comparable experience as described above for key personnel as described in **H.5.1**.

**L.2.13.1.3.5** Past Performance Evaluation: Offerors are directed to the Experience Questionnaire and the Past Performance Evaluation Form, found in Attachments J.7 and J.8.

**L.2.13.1.3.6** The District, utilizing the Past Performance Evaluation form, Attachment J.8 will solicit Past Performance Evaluations from a minimum of three (3) references provided by the Offeror in the Experience Questionnaire (Attachment J.7). The information obtained from the completed Past Performance Evaluation forms (Attachment J.8) will facilitate the District's evaluation of the Offeror's quality of services provided, timelines in service delivery, business practices and overall satisfaction with the Offeror's performance relevant to the Offeror's delivery of required services for technical assistance to DHS/IMA as described in Section C of the solicitation.

- L.2.13.1.3.7** The District will only discuss Past Performance information directly with the prospective prime contractor that is being reviewed and with the previous customer.
- L.2.13.1.3.8** In the event of unfavorable past performance evaluations or ratings, ratings of 0 or 1 as described on page two (2) of the Past Performance Evaluation Form (Attachment J.8), the offeror will be provided an opportunity to prepare a response to the unfavorable evaluation.

**L.2.13.1.4** *Price Proposal*

The information requested in this section shall facilitate the evaluation of the evaluation of the Offeror's price proposal in response to Section B. The Offeror's price proposal will be evaluated separately from the Technical Proposal. At a minimum, this section must include a budget for the CLINs described in Section B of this solicitation. Offerors shall provide its pricing information on Attachment J.8.

**L.3** **PRE-PROPOSAL CONFERENCE**

**L.3.1** A Pre-Proposal Conference will be held at 10:00 a.m. on Monday, July 16, 2007 at the Income Maintenance Administration, 5th Floor Conference Room, 645 H Street, N.E., Washington, DC 20001. All prospective offerors are **encouraged** to attend. The purpose of the conference is to provide structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference attendance roster at the conference so that Offerors attendance can be properly recorded.

**L.3.2** Prospective offerors are requested to submit written questions in advance of the Pre-Proposal Conference. Questions shall be submitted to the Contact Person identified on page one (1) by Friday, July 27, 2007 at 10:00 a.m. Offeror's questions may be hand delivered, mailed, sent electronically, or by fax to the Contact Persons' contact information also provided on page one (1) of the solicitation. Offeror's submissions shall include the following:

- a. Offeror's name and contact person name;
- b. Contact information including phone, fax, e-mail, and address;
- c. Clear and concise statement of question referencing the relevant section of the solicitation as applicable.

**L.3.3** Verbal questions will be accepted at the Pre-Proposal Conference.

**L.3.4** Verbal responses to offeror's questions, written or verbal, provided during the conference will not be binding. All oral questions must be submitted in writing

following the close of the pre-proposal conference but no later than two working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offertory's list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**L.4 QUESTIONS ABOUT THE SOLICITATION**

If a prospective offeror has any questions relative to this solicitation, the prospective Offeror shall submit the questions in writing to the Contact Person identified on page one (1). The prospective offeror shall submit questions no later than 10 calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 calendar days before the date set for submission of offer. 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(s) will not be binding.

**L.5 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.6 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.7 RETENTION OF PROPOSALS**

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

**L.8 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offerors' in the preparation or submission of proposals in response to this solicitation.

**L.9 SIGNING OF PROPOSALS**

**L.9.1** The Offeror shall sign the offer and print or type its name on the **Solicitation, Offer and Award**, page one (1), of this solicitation. Each proposal/offer must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. The person signing the offer must initial erasures or other changes. Proposals/Offer 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.9.2** All correspondence concerning the proposal or resulting contract(s) will be mailed to the address shown on the proposal in the absence of written instructions from the Offeror to the contrary. Any proposal submitted by a partnership must be signed using the partnership's name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in rejection of the proposal.

**L.10 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page one (1) of the solicitation; 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 proposal.

**L.11 ACCEPTANCE PERIOD**

The Offeror agrees that its offer remains valid for a period of 150 days from the solicitation's closing date.

**L.12 COMPLETE PROPOSALS**

Proposals shall represent the best efforts of the offerors and will be evaluated as such. Proposals must set forth full, accurate, and complete information as required by this solicitation.

**L.13 PROPOSAL SUBMISSION DATE AND TIME**

Offers must be submitted no later than **2:00 p.m. local time on, Tuesday, August 7, 2007.**

**L.14 HAND DELIVERY OR MAILING OF PROPOSALS**

Deliver or mail proposals, originals and four (4) copies, to:

Office of Contracting and Procurement  
Bid Counter  
441 4<sup>th</sup> Street, NW  
Suite 703 South  
Washington, D. C. 20001

Additional information regarding the TANF's Service Provider Manual and Service Provider Guidelines may be picked up at the Bid Counter upon delivery of proposals.

**L.15 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.15.1** 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 no later than the fifth (5th) calendar day before the date specified for receipt of proposals;
- 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 after receipt;  
or
- c. The proposal is the only proposal received.

**L.15.2** 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 offer, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date, but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the offer shall be considered late, unless the Offeror can furnish evidence from the postal authorities of timely mailing.

**L.15.3** A late proposal, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

**L.15.4** 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.15.5** A late proposal, late modification or late withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award. It shall be retained with unsuccessful proposals resulting from this solicitation.

**L.16 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

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

**L.17 ERRORS IN PROPOSALS**

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

**L.18 FAILURE TO SUBMIT PROPOSALS**

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contracting Officer, Department of Human Services, 64 New York Avenue, N.E., 6<sup>th</sup> Floor, Washington, D.C. 20002, 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, Department of Human Services, of the reason for not submitting an offer in response to this solicitation. If a recipient does not submit a proposal and does not notify the

Contracting Officer, Department of Human Services, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

#### **L.19 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 Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor(s) 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.20 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 prior to 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 this solicitation, must be protested no later than the next closing time for receipt of offers 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 Agency Chief Contracting Officer, Department of Human Services.

#### **L.21 LEGAL STATUS OF OFFEROR**

Each offer must provide the following information:

**L.21.1** Name, address, telephone number, Federal tax identification number and DUNS number of the Offeror;

**L.21.2** District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the Offeror is a corporation or partnership and does not provide a copy of its license,

registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.21.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.21.4** The District reserves the right to request additional information regarding the Offeror's organizational status.

**L.22 STANDARDS OF RESPONSIBILITY**

**L.22.1** The prospective contractors must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor(s) must submit the documentation listed below, within five (5) days of the request by the District.

**L.22.2** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract(s).

**L.22.3** 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.

**L.22.4** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.22.5** Furnish evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.22.6** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

**L.22.7** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.22.8** Furnish at least three (3) current references for services that have been provided within the past three (3) years. Offerors must provide the name and current telephone number of a contact person for each reference.

**L.22.9** If the prospective contractor(s) 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(s) to be non-responsible.

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FACTORS FOR AWARD**

**M.1.1** The contract(s) will be awarded to the responsible offeror(s) whose offer(s) is most advantageous to the District. Award determination will be 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. The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The District may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor(s)' best terms from a technical and cost/price standpoint.

**M.1.2** The District may award multiple contracts resulting from this solicitation to responsible offerors whose offers conform to the solicitation. The Contractor(s) will be selected for award in the following order:

### **M.2 PROPOSAL EVALUATION**

**M.2.1** First, the District will evaluate all offerors based on their responses to CLIN 0001 and 0002 in Section B.2. Awards will be made first to offerors who have been determined responsible and qualified to provide services requested in CLIN 0001 and 0002 in Section B.2.

**M.2.2** The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The offeror is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub-factors which the offeror should specifically address in complying with the requirements of Sections C and L of this solicitation.

**M.2.3** An evaluation team of experts in the field of the TANF welfare reform initiative will conduct the proposal evaluation. The evaluation of proposals is an assessment of the proposal and the offeror's ability to perform the prospective contract requirements successfully. The evaluation will utilize a numerical scoring process for the evaluation factors as described in Section M.3. The offeror's strengths, deficiencies, significant weaknesses and risks associated with performing the requirements of the contract(s) will be examined within each evaluation factor.

**M.2.4** The Offeror's technical proposal and price proposal shall be evaluated separately. Offerors are advised that the Government, based on the criteria outlined below, will evaluate the technical and price proposals.

**M.3 EVALUATION CRITERIA FOR REQUIRED SERVICES**

**M.3.1 TECHNICAL RATING SCALE**

The Technical Rating Scale is as follows:

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

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

**M.3.2 EVALUATION FACTORS**

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

The evaluation factors are as follows:

Technical Expertise	0-40 Points
Technical Approach	0-25 Points
Cost/Price	0-20 Points
Past Performance	0-15 Points

A description of each evaluation factor and significant sub factors, point value and relative importance follows:

<i>Evaluation Factor/Significant Sub-factors</i>	<i>Point Value</i>	<i>Relative Importance</i>
<p><b>Factor 1 – Technical Expertise.</b>                      L.2.13.1.2</p> <p>This factor measures the Offeror’ s approach to providing high quality service by focusing on the Offeror’ s organizational capacity and the staff it intends to utilize.</p> <p><b>Organizational Capacity (15 Points):</b>                      The Offeror’ s must demonstrate its organizational capacity to perform the duties required under the proposed contract, providing technical assistance to DHS/IMA as well as enhancing the current case management system.</p> <p><b>Software/Hardware (20 points):</b>                      The Offeror must demonstrate or provide evidence of the proposed web-based case management system capability to perform and complete the following functions : (see attachments for specific information)</p> <ul style="list-style-type: none"> <li>• <b>Track of Hours of Participation of TANF Customers</b></li> </ul> <p>Federal TANF law mandates that states track actual hours of customer participation in allowable work activities.</p> <ul style="list-style-type: none"> <li>• <b>Report Hours of Participation of TANF Customers</b></li> </ul> <p>Currently, vendors must submit to DHS a weekly report that provides information regarding each referred customer’ s</p>	<p><b>0-40 Points</b></p>	<p><b>Technical Expertise is More Important Than Technical Approach, Cost/Price and Past Performance.</b></p>

<p>activities during the week. The weekly report individually lists all customers on the vendor's PIT, the activity each customer was engaged in during the reporting week, and the number of hours the customer participated. The proposed case management system must be able to produce a similar report that can be accessed on-line or printed.</p> <ul style="list-style-type: none"> <li> <p><b>Payments to TEP Vendors based on Payment Benchmarks</b></p> <p>TEP vendors are paid through performance-based contracts for the services specified and are reimbursed for work-related allowances and incentives paid to customer. DHS/IMA uses an in-house database to enter and track payments made to vendors. The proposed case management system must have the capability to process, approve, and track vendor payments.</p> </li> <li> <p><b>Produce Management Reports of Vendor Performance</b></p> <p>The proposed case management system must have the ability to generate specialized and/ custom reports to access data through queries and information using a variety of formats.</p> </li> </ul> <p><b>Staffing Plan (5 points):</b></p> <p>This factor is intended to evaluate the Offeror's staff qualifications, how each staff person will be utilized for this contract and the past experience of staff identified to work on this contract.</p>		
<p><b>Factor 2 – Technical Approach</b>                  L.2.13.1.1</p> <p>Description: Description: This factor assesses the Offeror's ability to design and provide relevant and timely technical</p>	<p><b>0-25 Points</b></p>	<p><b>Technical Approach is more important than Cost/Price and Past Performance.</b></p>

<p>assistance to the District' s TANF Employment Program, specifically to DHS/IMA and its employment vendors and grantees.</p> <p><b>Program Knowledge : (5 Points)</b></p> <p>The Offeror must demonstrate its knowledge of the employment and support services required by TANF and low-income population to assist these populations in becoming self-sufficient and engaging in allowable work activities. The Offeror must demonstrate its knowledge of TANF work programs and/or work programs operated by the District and/or other jurisdictions and clearly address how its organization has assisted specific locality meet its organizational and/or programmatic needs to best serve its low-income customers with multiple barriers to employment.</p> <p><b>Implementation, Support, and Training: (10 points)</b></p> <p>The Offeror must provide a detailed overview of the implementation, support, and training for the proposed software. This information must include:</p> <ul style="list-style-type: none"><li>• Project organization chart</li><li>• Detailed implementation and training strategy and methodology</li><li>• Conversion and Project Management Approach</li><li>• Estimated timeframe and deliverables for each stage of the project.</li><li>• Proposed training plan for government staff and contractors on the use of the proposed web-based case management system.</li></ul>		
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<p><b>Training and Technical Assistance for TEP: (10 points)</b></p> <p>The Offeror must demonstrate its ability to provide technical assistance, evidenced by the knowledge and ability to plan, organize, and conduct training for its customers. The training and instruction should cover programmatic issues related to improving services and outcomes.</p> <p>The Offeror should highlight the following attributes in its response:</p> <ul style="list-style-type: none"><li>• Previous work in the area of employment services for welfare recipients, including experience in providing technical assistance to state and local jurisdictions on successful employment program implementation and operation.</li><li>• Experience in evaluating aspects of TANF or other employment programs and in providing guidance on best practices to state and local TANF agencies.</li><li>• Skills and knowledge to analyze organizational strategies within welfare offices and across welfare and Workforce Development Systems and community partners.</li><li>• Experience in assessing and evaluating options for addressing staff training needs.</li><li>• Experience in examining different approaches to case</li></ul>		
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<p>management and assisting state and local jurisdictions in formulating and acquiring a non-propiety case management system for tracking and reporting client activities and .</p> <ul style="list-style-type: none"> <li>• Knowledge of key outcome measures related to the employment program and program operations and how those outcomes can be successfully operationalized.</li> </ul>		
<p><b>Factor 3 – Cost/Price</b> L.2.13.1.4.</p>	<p><b>0-20 Points</b></p>	<p><b>Cost/Price is less important than Technical Expertise and Technical Approach.</b></p>
<p><b>Factor 4 – Past Performance</b> L.2.13.1.3</p> <p>The Offeror’ s must demonstrate its past performance including quality of services provided, timeliness of performance, business practices and customer satisfaction in providing technical assistance DHS/IMA or government agencies.</p> <p>The Offeror will be evaluated on the quality of services provided, timelines in service delivery, business practices and overall satisfaction with the Offeror’ s performance relevant to its delivery similar services</p>	<p><b>0-15 Points</b></p>	<p><b>Past Performance is less important than Technical Expertise, Technical Approach and Cost/Price.</b></p>

**M.3.3 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

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.3.3.1**      **General Preferences**

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

**M.3.3.2**      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.3.3.3**      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.3.3.4**      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.3.3.5**      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.3.3.6**      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.3.3.7**      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.3.4**      **Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

**M.3.4.1**      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.3.4.2**      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.3.4.3** 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.3.4.4** 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.3.4.5** 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.3.4.6** 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.3.5** **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.3.6** **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.3.7** **Vendor Submission for Preferences**

**M.3.7.1** 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.3.7.1.1** 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.3.7.1.2** 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.3.7.2** 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.3.7.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.4** **LIQUIDATED DAMAGES**

- (a) If during the performance of this contract, the Contractor(s) fail(s) to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the contracting officer, the Contractor(s) shall pay to the District liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day the Contractor(s) fails to comply with the subcontracting plan, unless the contracting officer determines that the Contractor(s) made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.
- (b) Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the Contractor(s) that it is not in compliance with the subcontracting plan and set forth the areas of noncompliance. The written notice from the contracting officer shall provide the Contractor(s) with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the Contractor(s) has/have used good faith efforts to comply with the subcontracting plan. If the Contractor(s) fail(s) to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- (a) If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the Contractor(s) shall be liable for aforementioned liquidated

damages accruing until the time the District may reasonably obtain similar goods or services.