

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages	
			Department of Human Services - Service Delivery Transformation Services			1	66
2. Contract Number		3. Solicitation Number		5. Date Issued		6. Type of Market	
		DCJA-2009-R-5886		01/06/09		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By:		8. Address Offer to:					
Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001		Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <b>6</b> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
441 4th Street, NW, Suite 703S, Bid Room, Washington, DC				until	2:00 PM	local time	February 9, 2009
Address				(Hour)		(Date)	
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name		B. Telephone			C. E-mail Address	
	John Holmes		(Area Code) 202	(Number) 724-5281	(Ext)	john.holmes@dc.gov	
11. Table of Contents							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %		
		Amendment Number	Date	Amendment Number	Date		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):							
15A. Name and Address of Offeror		15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G		
		(Area Code)	(Number)	(Ext)	17. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount	21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date
James H. Marshall							
 Government of the District of Columbia				Office of Contracting & Procurement			

**SECTION B  
 SUPPLIES OR SERVICES AND PRICE**

**B.1 INTRODUCTION**

The District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Department of Human Services (DHS) seeks a Contractor to develop a framework within which the District’s person-centered model can be vetted, guided, managed and evaluated to ensure that the District is implementing a comprehensive and effective approach to transforming its human service delivery model as described in C.3.

**B.2 CONTRACT TYPE**

The District contemplates award of a firm fixed price contract with a cost reimbursement component.

**B.3 PRICE SCHEDULE – FIXED PRICE CONTRACT WITH A COST REIMBURSEMENT COMPONENT**

**B.3.1 BASE YEAR PERIOD OF PERFORMANCE-Date of Award unit one year thereafter**

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Develop a framework within which the District’s person-centered model can be vetted, guided, managed and evaluated to ensure that the District is implementing a comprehensive and effective approach to transforming its human service delivery model as described in C.3.	\$ _____
0002	Cost Reimbursement Component	Not to Exceed \$5,000.00
<b>Base Year Period of Performance Total</b>		\$ _____

**B.3.2 OPTION YEAR-ONE (1) PERIOD OF PERFORMANCE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
0101	Develop a framework within which the District's person-centered model can be vetted, guided, managed and evaluated to ensure that the District is implementing a comprehensive and effective approach to transforming its human service delivery model as described in C.3.	\$ _____
0102	Cost Reimbursement Component	Not to Exceed \$5,000.00
<b>Option Year One Period of Performance Total</b>		<b>\$ _____</b>

**B.3.3 OPTION YEAR-TWO (2) PERIOD OF PERFORMANCE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Total Price</b>
0201	Develop a framework within which the District's person-centered model can be vetted, guided, managed and evaluated to ensure that the District is implementing a comprehensive and effective approach to transforming its human service delivery model as described in C.3.	\$ _____
0202	Cost Reimbursement Component	Not to Exceed \$5,000.00
<b>Option Year Two (2) Period of Performance Total</b>		<b>\$ _____</b>

**B.3.4 GRAND TOTAL**

<b>Period of Performance</b>	<b>Total Price</b>
B.3.4.1 Base Year Period of Performance Total	\$ _____
B.3.4.2 Option Year One Period of Performance Total	\$ _____
B.3.4.3 Option Year Two Period of Performance Total	\$ _____
<b>Grand Total</b>	\$ _____

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

**C.1 SCOPE**

The District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Department of Human Services (DHS) seeks a Contractor to develop a framework within which the District’s person-centered model can be vetted, guided, managed and evaluated to ensure that the District is implementing a comprehensive and effective approach to transforming its human service delivery model as described in C.3.

**C.1.1 APPLICABLE DOCUMENTS**

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

No.	Type	Title	Date/Version
1	Industry Related Paper	Maximizing Personal Potential for National Prosperity- The 21 <sup>st</sup> Century Model to Address Poverty (see Attachment J.11)	May 2005
2	Public Law	Department of Health and Human Services (DHHS) - 42 U.S.C. 9858 et seq.; Child Care and Development Block Grant Act of 1990, as amended, Public Law 101-508; Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33; <b>Consolidated Appropriations Act Child Care and Development Block Grant</b> <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">http://taggs.hhs.gov/AdvancedSearch.cfm</a>	1990
3	Public Law	Housing and Urban Development (HUD) Housing and Community Development Act of 1974, title 1, as amended, 42 U.S.C. 5301, et Seq. <b>Community Development Block Grant</b> <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">http://taggs.hhs.gov/AdvancedSearch.cfm</a>	1974
4	Public Law	DHHS - Community Opportunities, Accountability, Training, and Educational Services Act of 1998, Title II, Section 201 and Sections 671-thru 679; Public Laws 97-35, 103-252, Public Laws 106-554 and 98-502. <b>Community Services Block Grant</b> <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">http://taggs.hhs.gov/AdvancedSearch.cfm</a>	1998
5	Public Law	HUD - McKinney-Vento Homeless Assistance Act of 1987, Title IV, as amended, 42 U.S.C <b>Emergency Shelter Grants Program. 11371-78</b> <a href="http://www.hud.gov/assist/siteindexcfm">www.hud.gov/assist/siteindexcfm</a>	1987

No.	Type	Title	Date/ Version
6	Public Law	Department of Agriculture (DOA) - Food Stamp Act of 1977, as amended, Section 16, Public Law 95-113, 91 Stat. 958, 7 U.S.C. 2025; Public Law 99-198, Public Law 105-33, Public Law 105-185. <b>Food Stamp Program</b> <a href="http://www.fns.usda.gov/fns/regulations.htm">www.fns.usda.gov/fns/regulations.htm</a>	1977
7	Public Law	HUD - National Affordable Housing Act, Title II, 1990, as amended. <b>HOME Investment Partnerships Program</b> <a href="http://www.hud.gov/assist/siteindex.cfm">www.hud.gov/assist/siteindex.cfm</a>	1990
8	Public Law	Administration for Children and Families (ACF) - Low Income Home Energy Assistance Act of 1981, Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended; Energy Policy Act of 2005 Public Law 109-58. <b>Low-Income Home Energy Assistance Program</b> <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">taggs.hhs.gov/AdvancedSearch.cfm</a>	1981
9	Public Law	HUD - §42 of the Internal Revenue Code, 26 U.S.C. §42 and Fair Housing Act (ACT), 42 U.S.C. §§ 3601 et seq. <b>Low-Income Housing Tax Credit</b> <a href="http://www.hud.gov/assist/siteindex.cfm">www.hud.gov/assist/siteindex.cfm</a>	Most Recent
10	Public Law	HHS - Social Security Act, Title V, Section 501(a) (1), as amended. <b>Maternal and Child Health Services Block Grant</b> <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">http://taggs.hhs.gov/AdvancedSearch.cfm</a>	Most Recent
11	Public Law	HHS - Social Security Act, Title XX, as amended; Omnibus Budget Reconciliation Act of 1981, as amended, Public Law 97-35; Jobs Training Bill, Public Law 98-8; Public Law 98-473; Medicaid and Medicare Patient and Program Act of 1987; Omnibus Budget Reconciliation Act of 1987, Public Law 100-203; Family Support Act of 1988, Public Law 100-485; Omnibus Budget Reconciliation Act of 1993, Public Law 103-66; 42 U.S.C. 1397 et seq. <b>Social Services Block Grant</b> <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">http://taggs.hhs.gov/AdvancedSearch.cfm</a>	1981
12	Public Law	HUD - McKinney-Vento Homeless Assistance Act of 1987, Title IV, Subtitle C, as amended. <b>Supportive Housing Program</b> <a href="http://www.hud.gov/assist/siteindex.cfm">www.hud.gov/assist/siteindex.cfm</a>	1987
13	Public Law	HHS - Social Security Act, Title IV, Part A, as amended; Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193; Balanced Budget Act of 1997, Public Law 105-33; Deficit Reduction Act of 2005 (DRA), Public Law 109-171. <b>Temporary Assistance for Needy Families</b> <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">http://taggs.hhs.gov/AdvancedSearch.cfm</a>	1996

No.	Type	Title	Date/ Version
14	Public Law	HHS - Head Start Act, as amended; Improving Head Start for School Readiness Act of 2007, Public Law 110-134. <b>Head Start</b> ( <a href="http://taggs.hhs.gov/AdvancedSearch.cfm">http://taggs.hhs.gov/AdvancedSearch.cfm</a> )	2007

**C.1.2 DEFINITIONS AND ACRONYMS**

**C.1.2.1 Catalogue of Federal Domestic Assistance (CFDA)** – in accordance with Executive Order 12372 "Intergovernmental Review of Federal Programs," structures the Federal government's system of consultation with State and local governments on its decisions involving grants, other forms of financial assistance, and direct development. Under E.O. 12372, States, in consultation with their local governments, design their own review processes and select those Federal financial assistance and direct development activities they wish to review.

**C.1.2.2 District Department of Human Services (DHS) – District of Columbia department that** Sets policy, provides needed assistance and determines eligibility for public social service programs related to and designed for low income individuals and families within the District of Columbia.

**C.1.2.3 Human Services Affiliates** – Unincorporated entities consisting of individuals engaged in or concerned with policy and practice associated with major fields of public human service endeavors. This may include specific assistance and service programs, e.g., food stamps, child welfare, or general support functions for human services, i.e., information systems, training and development.

**C.1.2.4 Head Start Program** - is a national program that promotes school readiness by enhancing the social and cognitive development of children through the provision of educational, health, nutritional, social and other services to enrolled children and families.

**C.1.2.5 Person-Centric Model** - Refers to a construct and delivery of the human services system which operates from the perspective of the person to be served, uniquely tailored to their specific presenting circumstances with the objective of growing the individual beyond the presenting need.

**C.1.2.6 Program-Centric Model** - Refers to the construct and delivery of the human services system which operates from the perspective of meeting the law, regulations, policy and objectives of the individual program being administered.

**C.1.2.7 Supplemental Assistance Nutrition Program (SNAP)** - is the new name for the federal Food Stamp Program. It stands for the Supplemental Nutrition Assistance Program, and reflects the changes we've made to meet the needs of our clients, including a focus on nutrition and an increase in benefit amounts.

**C.1.2.8 Subject Matter Expert** – A professional who has acquired knowledge and skills through study and practice over the years, in a particular field or subject, to the extent that his or her opinion may be helpful in fact finding, problem solving, or understanding of a situation.

**C.1.2.9 Temporary Assistance for Needy Families (TANF)** - provides assistance and work opportunities to needy families by granting States, Territories and Tribes the federal funds and wide flexibility to develop and implement their own welfare programs.

**C.1.2.10 US Department of Health and Human Services (DHHS)** - is the United States government's principal agency for protecting the health of all Americans and providing essential human services, especially for those who are least able to help themselves.

## **C.2 BACKGROUND**

### **C.2.1 MISSION**

The DHS' mission reads in part; ... "to create the enabling conditions for socially and economically challenged residents of the District to better their quality of life and achieve the greatest degree of self-sufficiency possible." The agency seeks to accomplish this objective through the administration of several categorical programs, each designed to address some aspect of the human condition.

### **C.2.2 CURRENT OPERATING ENVIRONMENT**

The approach employed by DHS is the typical approach to address the needs of the socially and economically challenged throughout America's human services system. It is an approach which results from the central way in which the federal government makes funding available to assist the target population. That approach has been to design and operate a range of programs that singularly address a discrete human need. For example, the Supplemental Assistance Nutrition Program (SNAP), formally the Food Stamp Program, was designed and is operated to address the discrete need of the poor to have the economic resources to enhance their food purchasing power. The rules, the funding, the objectives and structure of the program were developed to address this singular aspect of human need. While no one could argue with the overall intent of the program, it is its application which forms the basis of the structural problem of America's human services system and which this engagement seeks to remedy. The application challenge is that those in need of food stamps in most instances need other supportive services to better their quality of life and assist in their journey to self-sufficiency. However, the rules and objectives of the Food Stamp program don't adjust to work with any other program the person may need.

**C.2.2.1** The Food Stamp program example is multiplied several times which ultimately forms the foundation of the nations' social safety net. Healthcare, housing, cash assistance, energy assistance and education assistance comprise a number of programs, but not all of the programs funded by the federal government to serve American's in need. A recent study conducted by US Department of Health and Human Services Office of

Community Services, using a keyword search of the Catalogue of Federal Domestic Assistance (CFDA) found 800 programs that in some aspect assist poor and near poor populations. Refining the research methodology, the same study focused on 125 programs with a particular objective to serve poor and near poor populations.

**C.2.2.1.1** This aggregation of programs, all designed to meet discrete objectives has three (3) principal design flaws: First, the rules, objectives, funding streams and outcomes of each program was developed in a vacuum as if it were the singular solution to poverty; thus retarding the ability of the program to work in conjunction with other supports to allow for a comprehensive approach to elevating the human condition. Almost all the people served by the safety net programs have multiple challenges which require a number of interventions to operate in concert to enhance their quality of life. For an example of the problem we again use the SNAP; this time in conjunction with Temporary Assistance for Needy Families (TANF) or cash assistance. Eligibility for the Food Stamp program is based on income and other countable resources. Cash assistance is of course based on a lack of income. TANF requires able-bodied recipients to work for receipt of benefits and is time limited. The degree to which we are successful at getting a participant to work and increase their earnings through the TANF program reduces their eligibility for the SNAP long before they would be financially able to assume the full economic responsibility for meeting their nutrition needs. This means nothing to the Food Stamp program; its rules are its rules.

**C.2.2.1.2** The second design flaw to this construct is the way we measure its effectiveness. As the 'system' operates many discrete programs, and the taxpayers have an absolute right to accountability for the dollars they entrust to the government, the focus of the 'system' is the effective administration of the programs. It is our hope that by offering the program, benefit or service that the citizenry will benefit. Its problem is that we don't measure whether or not the person served ever got 'better' do to the benefit or service. This focus on the effective administration of the program is what we call a program-centric system.

**C.2.2.1.3** The third design flaw in the existing safety net is that it essentially maintains the dysfunction it is designed to address. Almost all the benefit programs, with the exception of TANF operate to provide the benefit as long as the participant meets the eligibility criterion. This would not be problematic if there were an equal emphasis on assisting participants in growing their personal capacity beyond the need for the benefit, good or service.

**C.2.2.2** All of the preceding challenges result in a system where the District makes massive investments with the hope of helping socially and economically challenged people, but with poor results for our efforts. And to further complicate matters, the non-government investments follow a similar singular objective funding pattern.

### **C.2.3 VISION**

The proposition of the DHS new vision and the basis of this engagement are simple; invert the existing human services construct to begin with the person and measure

results based on enhancing the condition of the person served.

**C.2.3.1** The rationale for seeking an experienced human services organization to assist the District in this endeavor is that our core proposition challenges the very essence of the design and delivery of the existing human services system. To meet our objectives will require an exacting and precise meshing of the District's objectives within a complex legal and regulatory framework. An organization that has an intimate understanding of the system will be able to guide the District in meeting its transformation efforts while ensuring that we honor the legal and regulatory construct of the existing system. Further, as we look to propose changes in the existing legal and regulatory framework, the assistance of our Contractor will help ensure that those changes don't create unintended challenges in other parts of the system.

### **C.3 REQUIREMENTS**

The Contractor shall complete or perform the following requirements in order to successfully achieve the District's vision described in C.2.3:

#### **C.3.1 PHASE 1- HUMAN SERVICES ADVISORY BOARD (HSAB)**

The Contractor shall provide establish and manage a Human Services Advisory Board (HSAB) including at a minimum the following:

##### **C.3.1.1 HSAB Charter and Governance Procedures**

The Contractor shall develop and submit HSAB charter and governance procedures including at a minimum the following:

**C.3.1.1.1** The Contractor shall develop HSAB charter and governance procedures to contain at a minimum the following:

- a. Mission/General Function
- b. Membership
- c. Mode of Operation/Governance
- d. Compensation and Expense Reimbursements
- e. Liability

**C.3.1.1.2** The Contractor shall submit a draft version of the HSAB's charter and governance procedures for the review and approval of the Contracting Officer's Technical Representative (COTR) identified in G.8 within thirty (30) days after contract award.

**C.3.1.1.3** The Contractor shall revise the draft version of the HSAB's charter and governance procedures based on the review, comments and recommendations submitted by the COTR and submit a final version to the COTR within fifteen (15) days after receipt of the COTR's comments and recommendations for final approval and concurrence.

**C.3.1.2 HSAB Selection and Formation**

The Contractor shall perform at a minimum the following to complete the selection and formation of the HSAB:

**C.3.1.2.1** The Contractor shall seek and select HSAB members who have or are currently holding executive or leadership positions such as Commissioners, Directors, Administrators and Program Directors with either the private/not-for-profit sector or the federal, state or local government human service entities. The HSAB members shall possess at a minimum an advanced degree and seven (7) years minimum of progressively successful management of social services policy development and implementation, strategic planning, budgetary experience with variable funding streams, and exceptional collaborative communication skills

**C.3.1.2.2** The Contractor shall establish a fully functional HSAB comprised of at a minimum ten (10) and not more than thirty (30) members within ninety (90) days after contract award.

**C.3.1.2.2.1** The Contractor shall submit a listing of proposed members of the HSAB for the approval of the COTR prior to the official establishment of the HSAB.

**C.3.1.2.2.2** The Contractor shall submit the names for future HSAB members on a monthly basis, as applicable, for the approval of the COTR prior to the member joining the HSAB.

**C.3.1.3 HSAB Letters of Intent**

The Contractor shall provide an executed letter of intent for each HSAB member including the following:

**C.3.1.3.1** The Contractor shall develop a letter of intent that indicates the member's acknowledgement and agreement with at a minimum the following:

- a. Intent to participate on the HSAB and perform the tasks of the HSAB
- b. Acceptance of the HSAB Charter and Governance Procedures
- c. Provide guidance to the District as it re-engineers its human services delivery model

**C.3.1.3.1.1** The Contractor shall submit the model letter of intent for the review and approval of the COTR within fifteen (15) days after the establishment of the HSAB.

**C.3.1.3.2** The Contractor shall submit executed copies of the letters of intent for at least ten (10) of the approved HSAB members to the COTR within thirty (30) days after the establishment of the HSAB.

**C.3.1.3.2.1** The Contractor shall submit executed copies of the letters of intent for the remaining HSAB members within sixty (60) days after the establishment of the HSAB.

**C.3.1.3.2.2** The Contractor shall submit executed copies of the letter of intent for new HSAB members on a monthly basis.

**C.3.1.4 HSAB Contact Listing**

The Contractor shall develop and maintain a contact listing of HSAB members including at a minimum the following:

**C.3.1.4.1** The Contractor's HSAB contact listing shall include at a minimum the information described below for each HSAB member:

- a. Name;
- b. Position;
- c. Firm or Agency Affiliation;
- d. Address/Location;
- e. Office Telephone Number;
- f. Office Fax Number; and
- g. Email Address.

**C.3.1.4.2** The Contractor shall submit the HSAB contact listing within thirty (30) days after the establishment of the HSAB.

**C.3.1.4.2.1** The Contractor shall submit a monthly update of the HSAB contact listing.

**C.3.1.5 HSAB Communication Plan**

The Contractor shall develop and implement a HSAB communication plan including at a minimum the following:

**C.3.1.5.1** The Contractor's communication plan shall utilize any of the following communication methods to ensure the effective and reliable communication between HSAB members, the Contractor, and the District.

- a. Telephone
- b. Fax
- c. Mail
- d. Electronic mail
- e. Electronic list-servs
- f. Blogs
- g. Web portals
- h. Web chat rooms
- i. Video conferencing
- j. Other means of communication

**C.3.1.5.2** The Contractor shall submit a draft version of the communication plan for the review and approval of the COTR within thirty (30) days after the establishment of the HSAB.

**C.3.1.5.3** The Contractor shall revise the draft version of the communication plan based on the review, comments and recommendations submitted by the COTR and submit a final version to the COTR within fifteen (15) days after receipt of the COTR's comments and recommendations for final approval and concurrence.

**C.3.1.6 Person-Centric Service Delivery Model**

The Contractor shall ensure that the HSAB performs at a minimum the following tasks in the development of the person-centric service delivery model:

**C.3.1.6.1** The Contractor's HSAB in conjunction with the COTR and other DHS personnel including the Director, Deputy Directors, Administrators and Program Managers shall facilitate the design, development and re-engineering of the current DHS program-centric services structure to a person-centric model. The Contractor shall focus on the development of the re-engineering model including creating a policy construct and delivery mechanism that begins from the perspective of the individual or family being served to enhance their quality of life and provides the customer with the greatest degree of self-sufficiency possible.

**C.3.1.6.2** The Contractor's HSAB shall review and evaluate all phases of the person-centric model development to ensure that when implemented, the re-engineered person centric model is a comprehensive and effective approach for the District's human services delivery system.

**C.3.1.6.2.1** The Contractor shall develop and submit the analysis of the evaluation to the COTR for review and comments within fifteen (15) days after the evaluation is concluded.

**C.3.2 PHASE II - FEDERAL POLICY TEAM (FPT)**

The Contractor shall perform the following in the selection, formation, and operation of the FPT and subject matter experts (SME):

**C.3.2.1 FPT and SME Selection and Formation**

**C.3.2.1.1** The Contractor shall identify, select, and obtain the assistance of the agency heads of fifteen (15) major poverty programs to include but not limited to TANF, SNAP and Head Start as defined by the annual budget of the Federal government to participate in the Contractor's FPT. The Contractor shall submit the list of FPT members for the review and approval of the COTR within thirty (30) days after the establishment of the HSAB. The Contractor shall obtain permission from the Federal Agency Heads of these programs to participate in the District's development of its person-centric human services delivery model.

**C.3.2.1.2** The Contractor shall identify, select, and obtain the expertise of a group of Federal policy subject matter expert(s) (SMEs) that have worked within the Federal government's policy apparatus for at least one (1) of the fifteen (15) major poverty programs including but not limited to the federal Food Stamp program, TANF, Head Start participate in the District's development of its person-centric human services

delivery model. The Contractor shall submit the list of FPT members for the review and approval of the COTR within forty-five (45) days after the establishment of the HSAB.

### **C.3.2.2 FPT Memorandums of Agreement**

**C.3.2.2.1** The Contractor shall develop Memoranda of Understanding (MOU) or Memoranda of Agreements (MOA) with the Federal Policy Team to establish at a minimum the following for the FPT:

- a. Purpose,
- b. Objectives,
- c. Roles and responsibilities,
- d. Provided resources,
- e. Period of performance, and
- f. Funding obligations between the parties.

**C.3.2.2.2** The Contractor shall submit the MOU/MOAs for the review and approval of the COTR within fifteen (15) days after the establishment of the FPT.

### **C.3.2.4 FPT Project Plan Demonstration of the Person-Centric Approach**

**C.3.2.4.1** The Contractor shall, in collaboration with the FPT, COTR and other District DHS personnel including the Director, Deputy Director, Administrator and Program Managers, develop a project plan for a demonstration of the person-centric approach. The Contractor's project plan for the demonstration project shall include among others a number of TANF clients and TANF eligible, but not enrolled clients to be part of the control group of the demonstration. Conversely, The Contractor shall include a number of TANF enrolled clients will be a part of the uncontrolled part of the demonstration. The FPT project plan shall include at a minimum the following:

- a. Project Overview which provides the scope and objectives, assumptions and constraints, deliverables and timetable for completion;
- b. Management Processes which shall describe the planning, measurement, tracking reporting and risk control mechanisms;
- c. Technical Processes which shall describe the technical solution in terms of a process model and implementation methods, tool and techniques to be used; and
- d. Supporting Processes which shall describe other processes employed to facilitate and control the technical processes and state of the project.

**C.3.2.4.1.1** The Contractor shall develop and submit the draft project plan which will serve as the control group of customers to the COTR for review and comment a draft within one hundred twenty (120) days after contract award.

**C.3.2.4.1.2** The Contractor shall review all comments and recommendations and develop and submit the final report within fifteen (15) days after receiving the comments and recommendation for the COTR's final review and concurrence.

**C.3.2.4.2** The Contractor's FPT shall conduct the demonstration project utilizing TANF clients and TANF eligible, but not enrolled clients to be part of the control group of the demonstration and conversely, a number of TANF enrolled clients as part of the uncontrolled part of the demonstration within one hundred-fifty (150) days after contract award.

**C.3.2.4.3** The Contractor shall identify and convene a team of federal policy SME to assist DHS in the re-engineering of its human services delivery model by developing a person-centric waiver demonstration package within thirty (30) days after the conclusion of the Federal Policy team's demonstration project.

**C.3.2.4.3.1** The Contractor shall develop and issue the draft post-convening report/package to demonstrate how a person-centric delivery model could work within the existing frame work of the District's and national social safety net system for the review and approval of the COTR within fifteen (15) days after the convening of the SME.

**C.3.2.4.3.2** The Federal Policy Team shall review all comments and recommendations and provide a revised final post-convening report within fifteen (15) days after receiving the comments and recommendation for the COTR's final review and concurrence.

**C.3.3 PHASE III - INFORMATION TECHNOLOGY (IT) RESOURCE TEAM**

The Contractor shall develop and manage an Information Technology (IT) Resource Team to include at a minimum the following:

**C.3.3.1 IT Resource Team Selection and Formation**

**C.3.3.1.1** The Contractor shall identify, select, and form an IT Resource Team comprised of SMEs with experience in government human services information technology management to oversee the development of an information technology resource management group.

**C.3.3.1.2** The Contractor shall identify and obtain on a strictly voluntary, non compensation basis the services of no fewer than seven (7) and no more than ten (10) SMEs in government human services information technology management from local, state, or federal government agencies.

**C.3.3.1.3** The Contractor shall submit the list of the IT Resource Team for the review and approval of the COTR within forty-five (45) days after the establishment of the HSAB.

**C.3.3.2 IT Resource Team Letters of Consent**

The Contractor shall develop and provide an executed letter of intent for each IT Resource Team including at a minimum the following:

**C.3.3.2.1** The Contractor shall develop a letter of intent for the IT Resource Team that indicates the team member's acknowledgement and agreement with at a minimum the following:

- a. Intent to participate on the IT Resources Team in support of the HSAB
- b. Attend IT Resource Team meetings
- c. Provide guidance to the District as it re-engineers its human services delivery model

**C.3.3.2.1.1** The Contractor shall submit copies of letters of at least seven (7) members of the IT Resource Team to provide information technology guidance to the District as it re-engineers its human services delivery model within thirty (30) days after the establishment of the IT Resource Team.

**C.3.3.2.1.2** The Contractor shall submit the balance of the letters of intent for the IT Resource Team within sixty (60) days of the establishment of the IT Resource Team, as applicable.

**C.3.3.3 IT Advance Planning Document**

The Contractor shall in collaboration with the IT Resource Team assist DHS in the development of a draft cross agency Advanced Planning Document (APD) for federal funding for the development of the necessary technology infrastructure. The Contractor's draft APD shall be prepared consistent with the APD guidelines provided in Attachment J.12.

**C.3.3.4 IT Technological Infrastructure Project Plan**

**C.3.3.4.1** The Contractor shall, through the designated Manager of the IT Resource Team, develop and submit an IT Technological Infrastructure Project Plan to include at a minimum the following:

- a. Project Overview which provides the scope and objectives, goals, assumptions and constraints, deliverables and timetable for completion;
- b. Management Processes which shall describe the planning, measurement, tracking reporting and risk control mechanisms;
- c. Technical Processes which shall describe the technical solution in terms of a process model and implementation methods, tool and techniques to be used; and
- d. Supporting Processes which shall describe other processes employed to facilitate and control the technical processes and state of the project.

**C.3.3.4.1.1** The Contractor shall submit a draft IT Technological Infrastructure Project Plan for the review and approval of the COTR within sixty (60) days after the establishment of the HSAB.

**C.3.3.4.1.2** The Contractor shall in collaboration with the IT Resource Team and Manager review all comments and recommendations and submit a final IT Technological Infrastructure Project Plan within fifteen (15) days receipt of the District's comments.

**C.3.3.4.2** The Contractor shall utilize the IT Resource Team meeting progress reports to compose and submit four a report on the IT Resource Teams' progress towards achieving the technological infrastructure goals identified in the IT Technological Infrastructure Project Plan above within seven (7) days after each scheduled meeting of the IT Resource Team has occurred.

**C.3.3.5 IT Resource Team Meetings**

**C.3.3.5.1** The Contractor shall convene a meeting of the IT Resource Team four (4) times annually. The Contractor shall develop and submit a schedule of dates, times, and locations for each of the meetings. The proposed scheduled dates and locations shall be developed within thirty (30) days after establishment of the IT Resource Team and be submitted to the COTR. The Contractor shall ensure that at a minimum one (1) of the meetings is held in person.

The Contractor shall ensure that the IT Resource Team Manager develops and submits a report on the progress of the team towards achieving the technological infrastructure goals identified in the IT Technological Infrastructure Project Plan

**C.3.3.6 National Technology Trade Journal IT Article**

**C.3.3.6.1** The Contractor, through the IT Resource Manager, shall provide the COTR with a draft copy of the proposed IT article of not less than 1,500 words to be published in a national technology trade journal that highlights the District's efforts in designing a technological infrastructure that shapes the delivery of its human services system to support the District's person-centric service delivery model for review and approval within one hundred-eighty five (185) days after the establishment of the IT Resource Team. The COTR will provide comments and recommendations.

**C.3.3.6.2** The Contractor shall provide the COTR with a final version of the proposed IT article to be published in a national technology trade journal for review and approval within fifteen (15) days of the Contractor's receipt of the COTR's review of the draft version.

**C.3.3.6.3** The Contractor, through the IT Resource Manager, shall publish the approved final version of the article in a national technology trade journal an article within two hundred-ten (210) days after the establishment of the IT Resource Team. The Contractor shall provide the COTR a copy of the published article.

**C.3.3.6.4** The Contractor shall secure the services of an independent validation and verification Contractor to serve as an objective third party that will validate the person-centric re-engineering work executed within the District's Department of Human Services.

**C.3.4 PHASE IV - LEGAL ADVISORY TEAM (LAT)**

The Contractor shall develop and manage a Legal Advisory Team (LAT) to include at a minimum the following:

**C.3.4.1 LAT Selection and Formation**

The Contractor shall identify, select, and form a LAT comprised of human services SMEs with pertinent knowledge and expertise of human services regulations including the Federal government's and the District's regulations pertaining to the delivery of human services safety net programs. The Contractor's LAT shall be comprised of not less than seven (7) and no more than fifteen (15) human service attorneys who have or are currently practicing law in the human services area in either the private /not-for profit sector, local, state or Federal Government agencies.

**C.3.4.1.1** The Contractor shall submit a list of LAT members for the review and concurrence of the COTR within sixty (60) days after the establishment of the HSAB.

**C.3.4.2 LAT Letters of Consent**

The Contractor shall develop a letter of intent that indicates the LAT member's acknowledgement and agreement with at a minimum the following:

- d. Intent to participate on the LAT in support of the HSAB
- e. Attend LAST meetings
- f. Provide knowledge and expertise of human services regulations including the Federal government's and the District's regulations
- g. Provide guidance to the District as it re-engineers its human services delivery model

**C.3.4.2.1** The Contractor shall develop and obtain letters of intent for each LAT member to participate on the LAT for the review and approval of the COTR within 15 days of establishing the LAT.

**C.3.4.3 LAT Project Plan**

The Contractor shall develop and provide a LAT project plan to identify and review the various federal and District regulatory requirements for the person-centric human service delivery system and include or address at a minimum the following:

- a. Project Overview which provides the scope and objectives, assumptions and constraints, deliverables and timetable for completion;
- b. Management Processes which shall describe the planning, measurement, tracking reporting and risk control mechanisms;
- c. Technical Processes which shall describe the technical solution in terms of a process model and implementation methods, tools and techniques to be used; and

- d. Supporting Processes which shall describe other processes employed to facilitate and control the technical processes and state of the project.

**C.3.4.3.1** The Contractor shall develop and submit the draft LAT Project Plan for the review and approval of the COTR within sixty (60) days after the establishment of the LAT.

**C.3.4.3.2** The Contractor shall review all comments and recommendations and develop and submit the final LAT Project Plan for the review and approval of the COTR provide a revised plan within fifteen (15) days receipt of the COTR's comments.

**C.3.4.4 LAT Meetings**

**C.3.4.4.1** The Contractor shall convene a meeting of the LAT four (4) times annually. The Contractor shall develop and propose a schedule with the dates and locations for the LAT meetings within thirty (30) days after the establishment of the LAT for the review of the COTR for review. At least one (1) of the meetings shall be held in person.

**C.3.4.4.2** The Contractor shall prepare a report on the progress of the LAT and submit to the COTR within seven (7) days after each scheduled meeting has occurred.

**C.3.5 HSAB SUPPLEMENTARY AND SUPPORTING TASKS**

**C.3.5.1 Catalogue of and Recommendations of Best Practices**

**C.3.5.1.1** The Contractor shall develop a catalogue of and recommendations of Best Practices to fill resource gaps identified in the District's Resource Mapping Initiative currently being undertaken on behalf of the District by another Contractor.

**C.3.5.1.2** The Contractor shall conduct a survey of those states that are comparable to the District in size and develop an inventory of best practices for identified gaps in the District's service delivery structure for the review and approval of the COTR within one hundred-eighty (180) days after the establishment of the HSAB.

**C.3.5.1.2.1** The Contractor shall develop and provide a preliminary report on national best practices identified in the survey to fill resource gaps identified in a resource mapping initiative for the review and approval of the COTR within sixty (60) days after the survey has been finished.

**C.3.5.2 National Human Services Publication Article**

**C.3.5.2.1** The Contractor shall develop and create an opportunity to showcase the District's transformation efforts through the publication of an article of not less than 1,500 words that highlights the District's efforts in redesigning its human services delivery model in a national human services publication. The Contractor's National Human Service article shall at a minimum address the following:

- a. Explanation of the District's transformation initiative;

- b. How the District's initiative implementation compares with others in the country;
- c. Obstacles we have/have not overcome; and
- d. Next Steps.

**C.3.5.2.1.1** The Contractor shall provide a draft copy of the proposed article for the review and concurrence of the COTR within two hundred-seventy (270) days after contract award.

**C.3.5.2.1.2** The Contractor shall review all comments and recommendations and provide a final draft to the COTR within fifteen (15) days for the COTR's final review and concurrence. The COTR will review the final draft and provide its final approval.

**C.3.5.2.2** The Contractor shall ensure publication of the approved article in a national human services publication within thirty (30) days receipt of the COTR's approval of the final version.

**C.3.5.3 Community Engagement Plan**

The Contractor shall develop and present a community engagement plan to describe the Contractor's strategy to engage community stakeholders in the District's overall objectives for the COTR's review and approval within three hundred (300) days after contract award.

**C.3.5.4 HSAB and Staff Supporting Documentation**

**C.3.5.4.1** The Contractor shall maintain files and records for each HSAB member to include at a minimum the following information for the member:

- a. Position descriptions to include education, experience, and/or licensing/certification criteria, and a description of duties and responsibilities;
- b. Resumes or biographical information
- c. Executed letter of intent
- d. Current and up to date contact information
- e. Other information as applicable to the member's participation on the HSAB

**C.3.5.4.2** The Contractor shall maintain an individual personnel file for each of the Contractor's staff and any volunteers, as applicable, to contribute to the completion of the contract requirements including professional and personal references, applicable credentials/certifications, and any other relevant information about the staff member.

**C.3.5.4.3** The Contractor shall maintain an organizational chart that shows the reporting relationship and function of key HSAB members.

**C.3.5.4.4** The Contractor shall provide orientation sessions for each staff member and volunteer to contribute to the completion of the contract requirements covering at a minimum administrative procedures, program goals, and policies, and practices to be adhered to under the Contract.

**C.3.5.5 Reporting**

**C.3.5.5.1** The Contractor shall submit a quarterly report to the COTR regarding the progress towards task completion and a scope of service requirements.

**C.3.5.5.2** The Contractor shall submit a final report to the COTR no later than the thirtieth (30<sup>th</sup>) day after expiration of the contract. This report will summarize all service delivery data, accomplishments, issues and recommendations.

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**SECTION D**  
**PACKAGING AND MARKING**

This section is not applicable to this procurement.

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**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1 INSPECTION AND ACCEPTANCE**

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

**E.1.1** The District, through the COTR, will examine and review the Contractor's deliverables and provide comments and recommendations.

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**SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be one year from date of award specified on the cover page of the contract.

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

**F.2.1** The District may extend the term of this contract for a period of two (2), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

**F.3 DELIVERABLES**

The Contractor shall perform the required tasks and submit the following deliverables to the COTR in accordance with the due dates below:

<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>
1	Draft Version HSAB’s Charter and Governance Procedures as described in 3.1.1.2	Within 60 days from contract award.
2	Final Version HSAB’s Charter and Governance Procedures as described in 3.1.1.3	Within 15 days receipt of comments and recommendations from COTR.
3	HSAB Members Selection as described in C.3.1.2.2.1	Within 90 days of contract award

No.	Deliverable	Due Date
4	HSAB Members Selection updates as described in C.3.1.2.2.2	Monthly
5	Letter of Intent model as described in C.3.1.3.1.1	Within 15 days of contract award
6	Executed Letters of Intent of at least ten (10) HSAB members as described in C.3.1.3.2	Within 30 days after establishment of the HSAB
7	Executed Letters of Intent of remaining HSAB members as described in C.3.1.3.2.1	Within 60 days after establishment of the HSAB
8	Executed Letters of Intent new HSAB members as described in C.3.1.3.2.2	Monthly
9	HSAB Contact Listing as described in C.3.1.4.2	Within 30 days after establishment of the HSAB
10	HSAB Contact Listing as described in C.3.1.4.2.1	Monthly
11	HSAB Communications Plan (draft) as described in C.3.1.5.2	Within 30 days after establishment of the HSAB
12	HSAB Communications Plan (final) as described in C.3.1.5.3	Within 15 days of receipt of the COTR's comments of draft plan
13	Person-Centric Service Delivery Model as described in C.3.1.6.1	
14	Evaluation of the Person-Centric Service Delivery Model as described in C.3.1.6.2.1	Within 15 after the conclusion of the evaluation.
15	Federal Policy Team selections as described in C.3.2.1.1	Within 30 days after establishment of the HSAB
16	Federal Policy Subject Matter Experts selections as described in C.3.2.1.2	Within 45 days after establishment of the HSAB
17	Development of a MOU/MOA for the Federal Policy Team as described in C.3.2.2.2	Within 15 days after the establishment of the Federal Policy Team.
18	Draft Federal Policy Subject Matter Expert(s) Project Plan as described in C.3.2.4.1.1	Within 120 days after contract award
19	Final Federal Policy Subject Matter Expert(s) Project Plan as described in C.3.2.4.1.2	Within 15 days after receipt of comments and recommendations from the COTR regarding the draft plan

No.	Deliverable	Due Date
20	Draft Post-Convening Report/Package as described in C.3.2.4.3.1	Within 15 days after the convening
21	Final Post-Convening Report/Package as described in C.3.2.4.3.2	Within 15 days after receipt of comments and recommendations from the COTR regarding draft report
22	IT Resource Team selections as described in C.3.3.3.1	Within 45 days after establishment of the HSAB
23	Letters of Intent for at least seven (7) members of IT Resource Group members as described in C.3.3.2.1.1	Within 30 days of establishing the IT Resource Team
24	Letters of Intent for remaining members of IT Resource Group members as described in C.3.3.2.1.2	Within 60 days of establishing the IT Resource Team
25	Advanced Planning Document as described in C.3.3.3	
26	Draft IT Technological Infrastructure Project Plan as described in C.3.3.4.1.1	Within 60 days after establishment of the HSAB
27	Final IT Technological Infrastructure Project Plan C.3.3.4.1.2	Within 15 days after receipt of comments and recommendations from the COTR regarding the draft plan
28	IT Resource Team Progress Reports as described in C.3.3.4.2	Within 7 days after each scheduled IT Resource Team meeting has occurred.
29	IT Resource Team Meeting schedule as described in C.3.3.5.1	Within 30 days of establishing the IT Resource Team
30	Draft National Technology Trade Journal as described in C.3.3.6.1	Within 185 days after establishment of the IT Resource Group
31	Final National Technology Trade Journal as described in C.3.3.6.2	Within 15 days after receipt of comments and recommendations from the COTR regarding the draft plan

No.	Deliverable	Due Date
32	Publish National Technology Trade Journal as described in C.3.3.6.3	Within 210 days after establishment of the IT Resource Group.
33	Selection of Legal Advisory Team as described in C.3.4.1.1	Within 60 days after establishment of the HSAB
34	Legal Advisory Team Letters of Intent as described in C.3.4.2.1	Within 15 days after establishment of the HSAB
35	Draft Legal Advisory Team Project Plan as described in C.3.4.3.1	Within 60 days after establishment of the LAT
36	Final Legal Advisory Team Project Plan as described in C.3.4.3.2	Within 15 days after receipt of comments and recommendations from the COTR regarding the draft plan
37	Dates and Locations for Convening of the Legal Advisory Team as described in C.3.4.4.1	Within 30 days after establishment of the LAT
38	Legal Advisory Team Convening Progress Reports as described in C.3.4.4.2	Within 7 days after each scheduled meeting has occurred.
39	Conduct Best Practices Survey as described in C.3.5.1.2	Within 180 days after establishment of the HSAB
40	Report of Best Practices Survey as described in C.3.5.1.2.1	Within 60 days after survey completion
41	Draft National Human Services Publication article as described in C.3.5.2.1.1	Within 270 days after contract award
42	Final National Human Services Publication as article described in C.3.5.2.1.2	Within 15 days after receipt of comments and recommendations from the COTR regarding draft article
43	Publish National Human Services Publication article as described in C.3.5.2.2	Within 30 days after receipt of comments and recommendations from the COTR regarding draft article
44	Community Engagement Plan as described in C.3.5.3	Within 300 days after contract award
45	Tasks Progress Report as described in C.3.5.5.1	Quarterly

<b>No.</b>	<b>Deliverable</b>	<b>Due Date</b>
46	Final Report as described in C.3.5.5.2	Within 30 days of the end of the base period of performance

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

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**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

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

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

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Name:** Kristie Steel  
Agency Fiscal Officer  
**Address:** Department of Human Services  
64 New York Avenue NE 6<sup>th</sup> Floor  
Washington, D.C. 20002  
**Telephone:** (202) 671-4242

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

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

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

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

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

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

**G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

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

**G.4 PAYMENT**

**G.4.1** The District will pay the Contractor monthly 1/12<sup>th</sup> of the total proposed price provided in Section B.3.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 INTEREST PENALTIES TO CONTRACTORS**

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

shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

**G.6.2 PAYMENTS TO SUBCONTRACTORS**

**G.6.2.1** The Contractor must take one (1) of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subContractor under a contract:

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

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

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

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

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

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

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

Jim Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, DC 20004  
Telephone: (202) 724-4197

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

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

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

**G.8.3** 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.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** 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:

Cheryl Holliday  
Special Assistant  
Department of Human Services  
64 New York Avenue, N.E., 6<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: (202) 671-4355

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be

required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 COST REIMBURSEMENT CEILING**

**G.10.1** Cost reimbursement ceilings for this contract are set forth in Section B.3 of the Schedule.

**G.10.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3 of the Schedule as set forth in the contract.

**G.10.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceilings.

**G.10.4** 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.

**G.10.4.1** As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

**G.10.5** 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.10.6** 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.

**G.10.7** If any cost reimbursement ceiling specified in B.3 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.

**G.10.8** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in B.3 as set forth in the Contract, unless the change order specifically increases the cost reimbursement ceiling.

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No.: 2005-2103 Rev. No 6, dated May 29, 2008, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

- a. 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
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10th 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:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;
- d. Number of job openings listed with DOES;

- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - 1. Name;
  - 2. Social Security number;
  - 3. Job title;
  - 4. Hire date;
  - 5. Residence; and
  - 6. Referral source for all new hires.

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

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

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

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

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. 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.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or

- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

**H.6 PROTECTION OF PROPERTY**

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

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

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

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

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

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

**H.9.1** Except as described in Section H.9.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for

contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

- H.9.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov)
- H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov)
- H.9.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- H.9.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.9.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.9.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.9.8.9** Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.9.8.10** Contracts or other agreements between MCOs and the Health Care Safety Net Administration or MAA to provide health services.
- H.9.9** The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

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## **SECTION I STANDARD CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 are incorporated as part of the Contract resulting from this solicitation. (Attachment J.1)

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

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

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

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

### **I.4 TIME**

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

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

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

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

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. 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. 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. Contractor agrees not to assert any rights in common law or in equity in such data. Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and

modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in Section I.5.6 are of no effect unless the data is marked by Contractor with the following legend:

**I.5.7.1** RESTRICTED RIGHTS LEGEND

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

**I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated

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

- I.5.11** 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, for:
- I.5.11.1** 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,
- I.5.11.2** Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 INSURANCE**

- I.8.1** The Contractor shall procure and maintain, during the entire period of performance under the Contract, the types of insurance specified below. Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. Contractor shall require all subcontractors to carry the insurance required herein, or Contractor

may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

**I.8.1.1** All insurance provided by Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional insured. All insurance shall be written with responsible companies licensed by the District with a duplicate copy to be sent to the District. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed.

**I.8.1.2** If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. The successful Offeror at its expense shall obtain the minimum insurance coverage set forth below within five (5) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

**I.8.2 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

Insurance against liability for personal and bodily injury and property damage and machinery insurance in the amount of at least one hundred thousand dollars (\$100,000) for each individual and five hundred thousand dollars (\$500,000) in the aggregate (liability) and two hundred fifty thousand dollars (\$250,000) (property).

**I.8.3 WORKER'S COMPENSATION**

The Contractor shall carry workers compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement, and Contractor agrees to comply at all times with the provisions of the workers compensation laws of the District.

**I.8.4 EMPLOYER'S LIABILITY**

The Contractor shall carry employment practices liability of at least one hundred thousand dollars (\$100,000).

**I.8.5 COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE (APPLICABLE TO OWNED, NON-OWNED AND HIRED VEHICLES)**

The Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned and hired vehicles against liability for bodily injury and property damage and in the amount not less than that required by the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended, and in 27 D.C.M.R. § 2712.6.

**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 J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Contract Clauses (Section I)
- e. Inspection and Acceptance (Section E)
- f. Deliveries and Performance (Section F)
- g. Contract Administration (Section G)
- h. Contract Attachments (Section J) in the order that they appear

**I.11 COST-REIMBURSEMENT CONTRACTS**

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.

**SECTION J**  
**LIST OF ATTACHMENTS**

The following list of attachments is hereby incorporated into this solicitation and the contract resulting from the solicitation.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
<b>J.2</b>	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 6 Dated May 29, 2008
<b>J.3</b>	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.4</b>	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
<b>J.5</b>	District of Columbia Living Wage Notice
<b>J.6</b>	District of Columbia Living Wage Fact Sheet
<b>J.7</b>	Drug Free Workplace Certification
<b>J.8</b>	Tax Certification Affidavit
<b>J.9</b>	Past Performance Evaluation Form
<b>J.10</b>	Cost/Price Data Package
<b>J.11</b>	The 21 <sup>st</sup> Century Model to Address Poverty
<b>J.12</b>	Advanced Planning Document Guidelines

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

a. It operates as:

- A corporation incorporated under the laws of the State of \_\_\_\_\_
- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture.

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

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

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

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

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

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

Signature \_\_\_\_\_

Offeror \_\_\_ has \_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

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

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

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

Each offeror shall check one of the following:

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

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

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

- a. Each signature of the offeror is considered to be a certification by the signatory that:
  - 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit a contract, or
    - (iii) the methods or factors used to calculate the prices in the contract.

- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- a. Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

---

*(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);*

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

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

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

## **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.8.

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

**L.1 CONTRACT AWARD**

**L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 INITIAL OFFERS**

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

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

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCJA-2009-R-5886  
Department of Human Services - Human Services Delivery Transformation Services"

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

**L.2.1 TECHNICAL PROPOSAL**

**L.2.1.1 Cover Letter**

Technical Proposals shall contain a cover letter that affirms the Offeror's acceptance of the solicitation provisions and provides the mailing address, name, e-mail address, and telephone number for the Offeror's point of contact regarding the solicitation, and the signature of an authorized representative

**L.2.1.2 Table of Contents**

The Offeror's technical proposal shall include a Table of Contents indicating the location and page number for the information required and described in below in Sections L.2.1.3, L.2.1.4, L.2.1.5, and L.2.1.6.

**L.2.1.3 Technical Approach**

The Offeror shall provide the following:

**L.2.1.3.1 Technical Approach Narratives**

- a. A narrative to describe the Offeror's understanding of the District's requirements (C.3) and the District's vision (C.2.3);
- b. A brief narrative to describe the Offeror's familiarity with the Federal safety net programs including Temporary Assistance for Needy Families (TANF), Supplemental Assistance Needy Program (SNAP), and Head Start
- c. A detailed narrative to describe the Offeror's overall technical approach and methodology to complete the required tasks described in C.3 including the development, selection, and operation of the Human Services Advisory Board (C.3.1), Federal Policy Team (C.3.2), Information Technology Research Team (C.3.3), and Legal Advisory Team (C.3.4) including the contribution of each to successfully complete the required services and achieve the District's vision (C.2.3).
- d. A description of the Offeror's familiarity of best practices and the application of best practices to fill resource maps and build a comprehensive and effective person-centric delivery model.

**L.2.1.3.2 Technical Approach Attachments**

- a. Conceptual outline of Offeror's Human Services Advisory Board governing procedures (C.3.1.1);
- b. Conceptual list of potential Human Service Advisory Board (C.3.1.2), Federal Policy Team (C.3.2.1), IT Resource Team (C.3.3.1), and Legal Advisory Team (C.3.4.1) members;
- c. Conceptual model letter of intent (C.3.1.3.1) to be used for the Human Services Advisory Board (C.3.1.3.1), Information Technology Research Team (C.3.3.2.1), and Legal Advisory Team (C.3.4.2.1);
- d. Conceptual Memorandum of Agreement/Memorandum of Understanding for Federal Policy Team (C.3.2.2.2);
- e. Conceptual outline of HSAB Communication Plan (.3.1.4);
- f. Conceptual outline of Community Engagement Plan (C.3.5.3)

**L.2.1.2 Technical Expertise**

The Offeror shall provide the following:

**L.2.1.2.1 Technical Expertise Narratives**

- a. A brief description of the firm and its qualifications to perform the services described in Section C.3 including proposed staffing plan, staffing pattern, and organizational structure to successfully fulfill the required services described in Section C.3. The offeror shall include specific discussion of the Offeror's and Offeror's staff experience and qualifications relevant to providing the Scope of Services (C.3) and the specific roles they have played in projects similar in size and scope as those described in C.3.
- b. A discussion to provide evidence that the Offeror's fiscal management and financial recordkeeping systems are sound.

**L.2.1.2.2 Technical Expertise Attachments**

- a. An organizational chart showing:
  1. The names and positions of Offeror's employees who will provide or contribute to the services to be performed under the contract;
  2. Subcontractors that will be performing services for the Offeror under the contract.
  3. The reporting lines and accountability among Offeror's staff and subcontractors as applicable.
- b. The resumes of the Offeror's staff included in the Offeror's organizational chart.
- c. Copy of proposed subcontractor or teaming agreements to be utilized by the Offeror in the delivery of the required services as applicable;

**L.2.1.3 Past Performance**

The Offeror shall provide the following:

**L.2.1.3.1 Past Performance Narratives**

- a. A description the Offeror's past performances providing services and work on projects similar in size and scope as those described in C.3 including lessons learned, problematic situations and barriers faced by the Offeror and the impact of these lessons on the Offeror's delivery of services for the District.
- b. A description of the Offeror's number of years of experience providing services similar to those described in C.3.

**L.2.1.3.2 Past Performance Attachments**

- a. List the following information for contracts and subcontracts under which Offeror has performed work similar in size and scope as those described in C.3:
  1. Name of contracting activity;
  2. Contract number;
  3. Contract type;
  4. Contract duration (or Period);
  5. Total contract value;
  6. Description of work performed;
  7. Contracting Officer's Name, Address and Telephone;
  8. Project Manager's Name, Address and Telephone;
- b. Offeror shall request that each business reference listed in L.2.1.3.2 a above complete the Past Performance Evaluation Form provided as Attachment J.11 and submit to the contact person identified on page 1 prior to the closing date established for the solicitation and described in Section L.3.1.
- c. Sample of published articles similar in size and scope as those required and described in National Technology Trade Journal (C.3.3.6) and National Human Services Publication (C.3.5.2)

**L.2.1.4 Certifications and Attachments**

The Offeror shall provide the following:

- a. Signed Solicitation, Offer and Award form (page 1);
- b. Completed Attachments J.2., J.3, J.7, J.8 of this solicitation;
- c. Completed Representations and Certifications and other statements of the Offeror in Section K.1, K.2, K.3, K.4, K.5, and K.6; and
- d. Licenses and documentation of incorporation; and

**L.2.2 PRICE PROPOSAL**

The offeror shall include in its price proposal the following:

- a. Complete Price Schedule (Section B.3) showing the total proposed price to provide the required services;
- b. Cost/Price Certification (Attachment J.10)
- c. Cost/Price data – Attachment J.10
- d. A detailed budget narrative explaining and justifying the overall budget (Attachment J.10). The Offeror shall explain and describe the composition and build-up of all costs included in the Cost/Price Data (Attachment J.10).

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

**L.3.1 Proposal Submission**

Proposals must be submitted no later than **2:00 pm February 6, 2008**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.3.2 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **10:00 am, January 23, 2009** at 441 4<sup>th</sup> Street, N.W., Suite 700S, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

- L.3.2.1** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five 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 offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dcgov.org](http://www.ocp.dcgov.org)

**L.3.3 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

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

**L.3.4 POSTMARKS**

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

**L.3.5 LATE MODIFICATIONS**

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

**L.3.6 LATE PROPOSALS**

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

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **10** days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4<sup>th</sup> Street, N.W., Suite 700, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

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

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

**L.6.2** If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

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

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

**L.7 PROPOSALS WITH OPTION YEARS**

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

**L.8 PROPOSAL PROTESTS**

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

**L.9 SIGNING OF OFFERS**

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied

by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

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

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

**L.14 CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted prior to the contract award to:

Jim Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, DC 20004  
Telephone: (202) 724-4197

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for

properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 STANDARDS OF RESPONSIBILITY**

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.

## SECTION M EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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 EVALUATION CRITERIA

The 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 the evaluation criteria described below will (1) serve as the standard against which all proposals will be evaluated and (2) serve to identify the significant matters which the offeror should specifically address in complying with the requirements of this solicitation. The Offerors' technical proposal and price proposal shall be evaluated separately.

**M.3.1 EVALUATION FACTORS**

Proposals will be evaluated based on the following technical evaluation factors

<b>EVALUATION FACTORS 0 – 100 POINTS</b>		
<b>TECHNICAL EVALUATION FACTORS 0 - 80 POINTS</b>		
<b>EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR</b>	<b>POINT VALUE</b>	<b>RELATIVE IMPORTANCE</b>
<b>Technical Approach</b>	<b>0 - 40</b>	<b>Technical Approach</b> is more important than Technical Expertise, Past Performance, and Price.
<b>Technical Expertise</b>	<b>0 - 20</b>	<b>Technical Expertise</b> is less important than Technical Approach and equally important as Past Performance and Price
<b>Past Performance</b>	<b>0 - 20</b>	<b>Past Performance</b> is less important than Technical Approach and equally important as Technical Expertise and Price
<b>PRICE FACTOR 0 - 20 POINTS</b>		
<b>Price</b>	<b>0 - 20</b>	<b>Price</b> is less important than Technical Approach and equally important as Technical Expertise and Past Performance.
<b>PREFERENCE POINTS 0 – 12</b>		
<b>Preference Points</b>	<b>0 – 12</b>	<b>Preference Points</b> as described in M.6.1
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

**M.4 EVALUATION STANDARDS**

**M.4.1 TECHNICAL PROPOSAL**

**M.4.1.1 Technical Approach**

This factor considers the Offeror's technical approach including understanding, approach, and methodology to perform the required services. In addition, this factor considers the Offeror's understanding of the District's vision to be achieved from the delivery of the required services. The standard is met when the Offeror submits the required information described in L.2.1.1 in a clear, concise, factual and logical manner providing a comprehensive description of the Offeror's ability to successfully complete the required services in C.3

**M.4.1.2 Technical Expertise**

This factor considers the Offeror's technical expertise including the Offeror's staff, staff qualifications, organizational structure, and technical capacity to deliver the required services. The standard is met when the Offeror submits the required information described in L.2.1.2 to demonstrate the Offeror's technical expertise to successfully complete the required services as described in C.3.

**M.4.1.3 Past Performance**

This factor considers the offeror's past performance in performing services similar to the required services as described in Section C of this RFP. This factor includes an examination of the quality of services provided, timelines in service delivery, business practices, and overall satisfaction of the offeror's performance. The standard is met when the Offeror provides the information requested in L.2.1.3 for past performance providing services similar in size and scope as those described in Section C.3.

**M.4.2 Price**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score.

The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Evaluated price of proposal being evaluated}} \times 20 = \text{Price Score}$$

## **M.5 EVALUATION OF OPTION YEARS**

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

## **M.6 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE**

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

### **M.6.1 GENERAL PREFERENCES**

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

- M.6.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.1.2** Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.6.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.6.2 APPLICATION OF PREFERENCES**

The preferences shall be applicable to prime Contractors as follows:

**M.6.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

**M.6.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**M.6.2.3** Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

**M.6.2.4** Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

**M.6.2.5** Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

**M.6.2.6** Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.6.3 MAXIMUM PREFERENCE AWARDED**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this

procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

#### **M.6.4 PREFERENCES FOR CERTIFIED JOINT VENTURES**

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

#### **M.6.5 VENDOR SUBMISSION FOR PREFERENCES**

**M.6.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.6.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.6.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.6.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.6.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be

made for the purpose of earning the discount on the date of mailing of the District check.