

SOLICITATION, OFFER, AND AWARD			1. Caption <p style="text-align: center;">Outreach Services</p>		Page of Pages <p style="text-align: center;">1 62</p>			
2. Contract Number		3. Solicitation Number <p style="text-align: center;">DCJA-2010-R-0003</p>		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued <p style="text-align: center;">7/19/2010</p>		
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001 ATTN: Jeanne Sheridan-Mirabile				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"								
SOLICITATION								
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>9-Aug-10</u> <p style="text-align: center;">(Hour) (Date)</p>								
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 Jeanne Sheridan-Mirabile		B. Telephone (Area Code) 202 (Number) 727-2354 (Ext)		C. E-mail Address Jeanne.Sheridan@dc.gov		
11. Table of Contents								
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OFFER								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</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 %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature			18. Offer Date	
AWARD (TO BE COMPLETED BY GOVERNMENT)								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)				24. Award Date	
 Government of the District of Columbia			Office of Contracting & Procurement					

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia Office of Contracting and Procurement (OCP) on behalf of The Department of Human Services (DHS) is seeking Contractors to provide Outreach Services for homeless individuals and families under its system redesign for the Homeless Services Program (HSP). Outreach services are a vital component of the District's HSP as it provides critically needed services to the District's unsheltered homeless population to reduce the risk of death or harm from exposure to the elements, specifically severe weather, and helps them to gain access to shelter and other needed support services. The District is seeking multiple Contractors to provide street outreach services in multiple geographical catchment areas of the District.
- B.2** The District contemplates awarding multiple firm fixed price contracts, based monthly unit fixed prices.
- B.3** **PRICE SCHEDULE** – (The Contractor can propose to serve any number of catchment areas as outlined in this Solicitation. Respondents must propose which catchment areas it will serve.

B.3.1 Base Year

Contract Line Item No. (CLIN)	Item Description	(A) Unit Monthly Fixed Price for Selected Catchment Area	Total Annual Price A X 12 = Total Annual Price
0001	Outreach Services for Catchment Area One (1) (Section C.3 and Section C.4)	\$ _____	\$ _____
0002	Outreach Services for Catchment Area Two (2) (Section C.3 and Section C.4)	\$ _____	\$ _____
0003	Outreach Services for Catchment Area Three (3) (Section C.3 and Section C.4)	\$ _____	\$ _____
0004	Outreach Services for Catchment Area Four (4) (Section C.3 and Section C.4)	\$ _____	\$ _____
0005	Outreach Services for Catchment Area Five (5) (Section C.3 and Section C.4)	\$ _____	\$ _____
0006	Outreach Services for Catchment Area Six (6) (Section C.3 and Section C.4)	\$ _____	\$ _____
0007	Outreach Services for Catchment Area Seven (7) (Section C.3 and Section C.4)	\$ _____	\$ _____
0008	Outreach Services for Catchment Area Eight (8) (Section C.3 and Section C.4)	\$ _____	\$ _____
0009	Outreach Services for Catchment Area Nine (9) (Section C.3 and Section C.4)	\$ _____	\$ _____
Price	Total Project	\$ _____	\$ _____

B.3.2 Option Year One

Contract Line Item No. (CLIN)	Item Description	(A) Unit Monthly Fixed Price for Selected Catchment Area	Total Annual Price A X 12 = Total Annual Price
1001	Outreach Services for Catchment Area One (1) (Section C.3 and Section C.4)	\$ _____	\$ _____
1002	Outreach Services for Catchment Area Two (2) (Section C.3 and Section C.4)	\$ _____	\$ _____
1003	Outreach Services for Catchment Area Three (3) (Section C.3 and Section C.4)	\$ _____	\$ _____
1004	Outreach Services for Catchment Area Four (4) (Section C.3 and Section C.4)	\$ _____	\$ _____
1005	Outreach Services for Catchment Area Five (5) (Section C.3 and Section C.4)	\$ _____	\$ _____
1006	Outreach Services for Catchment Area Six (6) (Section C.3 and Section C.4)	\$ _____	\$ _____
1007	Outreach Services for Catchment Area Seven (7) (Section C.3 and Section C.4)	\$ _____	\$ _____
1008	Outreach Services for Catchment Area Eight (8) (Section C.3 and Section C.4)	\$ _____	\$ _____
1009	Outreach Services for Catchment Area Nine (9) (Section C.3 and Section C.4)	\$ _____	\$ _____
Price	Total Project	\$ _____	\$ _____

B.3.3 Option Year Two

Contract Line Item No. (CLIN)	Item Description	(A) Unit Monthly Fixed Price for Selected Catchment Area	Total Annual Price A X 12 = Total Annual Price
2001	Outreach Services for Catchment Area One (1) (Section C.3 and Section C.4)	\$ _____	\$ _____
2002	Outreach Services for Catchment Area Two (2) (Section C.3 and Section C.4)	\$ _____	\$ _____
2003	Outreach Services for Catchment Area Three (3) (Section C.3 and Section C.4)	\$ _____	\$ _____
2004	Outreach Services for Catchment Area Four (4) (Section C.3 and Section C.4)	\$ _____	\$ _____
2005	Outreach Services for Catchment Area Five (5) (Section C.3 and Section C.4)	\$ _____	\$ _____
2006	Outreach Services for Catchment Area Six (6) (Section C.3 and Section C.4)	\$ _____	\$ _____
2007	Outreach Services for Catchment Area Seven (7) (Section C.3 and Section C.4)	\$ _____	\$ _____
2008	Outreach Services for Catchment Area Eight (8) (Section C.3 and Section C.4)	\$ _____	\$ _____
2009	Outreach Services for Catchment Area Nine (9) (Section C.3 and Section C.4)	\$ _____	\$ _____
Price	Total Project	\$ _____	\$ _____

B.3.4 Option Year Three

Contract Line Item No. (CLIN)	Item Description	(A) Unit Monthly Fixed Price for Selected Catchment Area	Total Annual Price A X 12 = Total Annual Price
3001	Outreach Services for Catchment Area One (1) (Section C.3 and Section C.4)	\$ _____	\$ _____
3002	Outreach Services for Catchment Area Two (2) (Section C.3 and Section C.4)	\$ _____	\$ _____
3003	Outreach Services for Catchment Area Three (3) (Section C.3 and Section C.4)	\$ _____	\$ _____
3004	Outreach Services for Catchment Area Four (4) (Section C.3 and Section C.4)	\$ _____	\$ _____
3005	Outreach Services for Catchment Area Five (5) (Section C.3 and Section C.4)	\$ _____	\$ _____
3006	Outreach Services for Catchment Area Six (6) (Section C.3 and Section C.4)	\$ _____	\$ _____
3007	Outreach Services for Catchment Area Seven (7) (Section C.3 and Section C.4)	\$ _____	\$ _____
3008	Outreach Services for Catchment Area Eight (8) (Section C.3 and Section C.4)	\$ _____	\$ _____
3009	Outreach Services for Catchment Area Nine (9) (Section C.3 and Section C.4)	\$ _____	\$ _____
Price	Total Project	\$ _____	\$ _____

B.3.5 Option Year Four (4)

Contract Line Item No. (CLIN)	Item Description	(A) Unit Monthly Fixed Price for Selected Catchment Area	Total Annual Price A X 12 = Total Annual Price
4001	Outreach Services for Catchment Area One (1) (Section C.3 and Section C.4)	\$ _____	\$ _____
4002	Outreach Services for Catchment Area Two (2) (Section C.3 and Section C.4)	\$ _____	\$ _____
4003	Outreach Services for Catchment Area Three (3) (Section C.3 and Section C.4)	\$ _____	\$ _____
4004	Outreach Services for Catchment Area Four (4) (Section C.3 and Section C.4)	\$ _____	\$ _____
4005	Outreach Services for Catchment Area Five (5) (Section C.3 and Section C.4)	\$ _____	\$ _____
4006	Outreach Services for Catchment Area Six (6) (Section C.3 and Section C.4)	\$ _____	\$ _____
4007	Outreach Services for Catchment Area Seven (7) (Section C.3 and Section C.4)	\$ _____	\$ _____
4008	Outreach Services for Catchment Area Eight (8) (Section C.3 and Section C.4)	\$ _____	\$ _____
4009	Outreach Services for Catchment Area Nine (9) (Section C.3 and Section C.4)	\$ _____	\$ _____
Price	Total Project	\$ _____	\$ _____

B.3.6 Grand Total

Period of Performance	Total Price
Base Year (B.3.1)	\$ _____
Option Year One (1) (B.3.2)	\$ _____
Option Year Two (2) (B.3.3)	\$ _____
Option Year Three (3) (B.3.4)	\$ _____
Option Year Four (4) (B.3.5)	\$ _____
Grand Total	\$ _____

- B.4** An offeror responding to this solicitation must submit, with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia Office of Contracting and Procurement (OCP) on behalf of The Department of Human Services (DHS) is seeking Contractors to provide Outreach Services for individuals and families who are homeless under its system redesign for the Homeless Services Program (HSP). Outreach services are a vital component of the District's HSP as it provides critically needed services to the District's unsheltered homeless population to reduce the risk of death or harm from exposure to the elements generally and severe weather conditions in particular, and helps them to gain access to shelter and other needed support services. The District is seeking multiple Contractors to provide street outreach services in multiple geographical catchment areas of the District.

C.1.1 Goals

The goals of Outreach Services are to: (1) identify and engage homeless persons living on the streets; (2) connect these homeless individuals and families to the appropriate community-based services to assist them with addressing barriers and to moving into housing; (3) build relationships with those who have been unwilling to accept services in the past and connect them with shelter and other critically needed services; and, (4) reduce the risk of death or harm for homeless individuals and families living on the streets by connecting them to emergency services and providing them with supplies and materials that protect them from the elements, specifically severe weather conditions.

C.2 APPLICABLE DOCUMENTS:

ITEM#	DOCUMENT TYPE	TITLE	DATE
0001	D.C. Law 16-35; D.C. Official Code § 4-751.01 et seq.).	Homeless Services Reform Act of 2005, effective October 22, 2005 Homeless Services Reform Act of 2005	10/22/2005
0002	District of Columbia Municipal Regulations, Title 29, Chapter 25	Shelter and Supportive Housing For Individuals and Families PDF: Shelter and Supportive Housing PDF	3/26/2010
0003	Settlement Agreement	Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act (DJ# 204-16-96) Settlement Agreement Website: www.ada.gov/dc.shelter.htm	12/10/2008

C.3 DEFINITIONS:

- C.3.1 Continuum of Care** - An evolving and comprehensive system of services for individuals and families who are homeless or at risk of becoming homeless designed to serve clients based on their individual level of need. The Continuum of Care may include crisis intervention, outreach and assessment services, hypothermia services, shelter, transitional housing, permanent supportive housing referral services, and other supportive services.
- C.3.2 Engagement** - Engagement occurs when *each* of the following occurs:
1. a person who is homeless is willing to interact with a homeless services or mental health worker,
 2. there are multiple contacts,
 3. there is continuity in the contacts of either a referral or connection to another provider or the homeless person has an awareness of the role of the homeless services or mental health worker, and
 4. there is a record of the contacts.
- C.3.3 Homeless Management Information System** – The designated software database system for tracking client information and program activities within the homeless services continuum of care.
- C.3.4 Hypothermia Alert** – When the actual or forecasted temperature, including the wind chill factor, falls below 32 degrees Fahrenheit and the District’s Homeland Security and Emergency Management calls an alert.
- C.3.5 Hypothermia Season** – The time of the year in the District when the actual or forecasted temperature, including the wind chill factor, is most likely to fall below 32 degrees Fahrenheit. The timeframe designated in the District for hypothermia season is November 1st through March 31st.
- C.3.6 Point in Time Survey** – An annual regional enumeration of the homeless population conducted by the Metropolitan Washington Council of Governments (COG) for persons who are living on the streets, in emergency shelters, in transitional and permanent housing, or otherwise homeless and in need of help to obtain safe shelter.
- C.3.7 Severe Weather Conditions** - means the outdoor conditions whenever the actual or forecasted temperature, including the wind chill factor or heat index, falls below 32 degrees Fahrenheit or rises above 95 degrees Fahrenheit.
- C.3.8 Street Outreach** – Refers to the act of identifying homeless individuals and families living on the streets and engaging them in shelter and supportive services. Additionally, street outreach includes the distribution of blankets, socks, hats, gloves and other supplies and materials to protect the homeless living on the street from exposure to the elements, specifically severe weather conditions.
- C.3.9 Supportive Services** - An array of social services aimed at enabling housing stability and the improved quality of life of an individual or family who is at risk of homeless, experiencing homelessness, or is formerly homeless and requires ongoing assistance. These services may include: employment; physical health, mental health, alcohol and other substance abuse recovery, child care, transportation, case management, and other health and social service needs which, if unmet, may be barriers to obtaining or

maintaining permanent housing.

C.4 BACKGROUND:

The District of Columbia developed the *Strategic Action Plan to End Homelessness* to outline the policies and strategies that will guide the District's activities related to homelessness over the next five years. The District is committed to being a national model in its approach to homelessness by preventing homelessness whenever possible, and addressing the needs of our homeless neighbors by creating an individualized approach that improves well-being while moving people out of homelessness as rapidly as possible. The intent of the Strategic Action Plan is to provide a vision for the future, to refine the policies of *Homeless No More: A Strategy for Ending Homelessness in Washington, D.C. by 2014*, and to reflect lessons learned and current best practices. The plan reflects the input of a broad group of community stakeholders, each of which will have a role to play in the successful implementation of the Plan.

The Plan's implementation will include an increased emphasis on both prevention and diversion to stop people from becoming homeless. The plan also emphasizes the need to create permanent housing solutions to help people exit from homelessness as quickly as possible. To achieve these goals, each program will focus on the particular strengths and needs of individuals. This will require strong outreach services and assessment procedures, qualified and compassionate staffing, and some flexibility.

Outreach is a key component to ending homelessness and to that end the District is changing the way it handles its outreach services. Under the redesign of the system, there will be no overlap in catchment areas. This ensures wider coverage across the District and that when a resident is in need there will be certainty as to which provider is designated to assist them. Additionally, there will be more focus on conducting outreach efforts during the overnight hours. This gives outreach providers the opportunity to focus on those unsheltered individuals. Finally, under the redesign, outreach providers will be asked to place more effort on helping these individuals exit homelessness. While providers will still make referrals to emergency shelters as necessary, they will focus on building relationships and linking individuals with resources that will provide a more permanent solution to homelessness.

C.4.1 Target Population

Approximately 16,000 persons utilize services within the District of Columbia's homeless services continuum of care annually. On any given day there are approximately 6,539 literally homeless persons, including single adults and persons in family groups, residing in shelters and living on the street.

Of the 16,000 persons who are served in the District's homeless services continuum of care on an annual basis, the number of persons actually living on the streets in 2010 has been estimated at 430 persons. A large number of the homeless persons who live on the streets or in emergency shelter facilities face significant barriers such as disabilities, medical conditions, and addiction.

Outreach Services will target homeless individuals and families who are living on the streets of the District of Columbia. Contractors will provide street outreach services in specific catchment areas outlined in this Solicitation.

C.4.2 Program Description

According to the 2010 Point-In-Time Enumeration for the District of Columbia (http://ich.dc.gov/ich/lib/ich/pdf/may_2010/point_in_time_2010_briefing.pdf), there are 430 homeless persons currently living on the streets of the District. Based on data collected by various organizations that serve the District's unsheltered homeless population, these 430 individuals live/sleep in nine specific geographical catchment areas. Multiple contracts will be awarded under this Solicitation to ensure that street outreach services will be provided in each of these nine catchment areas. These services will provide a valuable link between individuals who are homeless and the resources they need to exit homelessness and reduce their risk of death and harm while living on the streets.

Street outreach services will be divided into five components: (1) identifying homeless individuals and families living on the streets of the District in the specific catchment areas; (2) engaging homeless individuals and families living on the streets and building relationships and rapport (particularly to those who have been unwilling to accept services in the past); (3) connecting homeless individuals and families living on the streets to appropriate community-based supportive services to assist them to move into housing; (4) connecting homeless individuals and families living on the streets with emergency services, including shelter and other housing accommodations; and, (5) providing homeless individuals and families living on the streets with critically needed supplies and materials (e.g., blankets, socks, hats, gloves, etc.) to reduce their risk of death or harm from exposure to the elements, generally, and severe weather conditions in particular.

To ensure that these outreach efforts reach those living on the street, outreach specialists will conduct services at various times of the day, focusing a good portion of their outreach efforts at night. The selected Contractor(s) will be required to conduct coordinated counts of the individuals who are homeless within their catchment area and provide information on their findings.

Outreach specialists are expected to get to know the individuals within their catchment areas and to be familiar with the various organizations and services available throughout the District to help secure housing.

C.4.3 Catchment Areas

Services under this Solicitation shall be performed in nine (9) distinct and separate geographical catchment areas. There is no overlap within these areas, and not every portion of the District falls within a catchment area. The areas are of varying size and the number of homelessness persons within each catchment area will vary and change over time. Below is a general description of the location and boundaries of each catchment area. See the "Map of Catchment Areas for Outreach Services" as referenced in Section J.10 for detailed outlines of the catchment areas.

- C.4.3.1** Catchment Area One - Located in Ward 3, between Military Avenue on the north and Massachusetts Avenue, Cleveland Avenue and Calvert Street to the south, Western Avenue to the west, and the Ward 3 boundary on the east.
- C.4.3.2** Catchment Area Two - Located primarily in Ward 2, between Massachusetts Avenue, Cleveland Avenue and Calvert Street on the north, and the Potomac River on the south, 37th Street and the Ward 3 boundary to the west, and 23rd Street to the east.
- C.4.3.3** Catchment Area Three - Bordered by Q Street NW and Rhode Island Avenue NW on the north and K street on the south, 23rd Street to the west and North Capitol to the east.
- C.4.3.4** Catchment Area Four - Bordered by K Street NW to the North and Constitution Avenue on the south, 23rd Street to the west and North Capitol to the east.
- C.4.3.5** Catchment Area Five - Bordered by Columbia Road and Michigan Avenue on the north and Q Street, Rhode Island Avenue, New York Avenue, and Bladensburg Road on the south, Connecticut Ave on the west and Eastern Avenue on the east.
- C.4.3.6** Catchment Area Six - Bordered by Taylor Street and Rock Creek Church Road on the north and Columbia Road on the south, the Ward 4 and Ward 1 boundaries on the west and North Capitol Street on the east.
- C.4.3.7** Catchment Area Seven - Bordered by Missouri and Kansas Avenues on the north and Taylor Street, Rock Creek Church Road, North Capitol Street and Michigan Avenue on the south, the Ward 4 boundary to the west and Eastern Avenue to the east.
- C.4.3.8** Catchment Area Eight - Bordered by New York Avenue and Bladensburg Road on the north and Pennsylvania and Southern Avenues to the south, North Capitol Street, Maryland Avenue and 17th Street NE on the east and Eastern and Southern Avenues on the east.
- C.4.3.9** Catchment Area Nine - Bordered by Constitution and Maryland Avenues to the north and Southern Avenue to the south, 14th Street SW and the Potomac River to the west and 17th Street NE and Pennsylvania Avenue to the east.

C.5 REQUIREMENTS

- C.5.1** **Performance Requirements:** Contractor shall provide outreach services as outlined in the performance requirements in Sections C.5.1.1 through C.5.1.17.
- C.5.1.1** The Contractor shall identify homeless individuals and families living on, and frequenting, the streets of the District within the catchment area(s) it is assigned to on an ongoing basis.
- C.5.1.2** The Contractor shall conduct a count of the homeless persons living in the catchment area(s) it is assigned to at the beginning of the contract period and quarterly thereafter.
- C.5.1.3** The Contractor shall engage and develop relationships and rapport with homeless persons living and frequenting the catchment area(s) it is assigned to.
- C.5.1.4** The Contractor shall provide street outreach services 7 days a week, 365 days per year.
- C.5.1.5** The Contractor shall provide street outreach services at various times of the day and night. The Contractor shall provide 50% of its street outreach services during evening and overnight hours of 8:00 pm through 2:00 am and 5:00 am through 8:00 am.

- C.5.1.6T** The Contractor shall increase the level of its street outreach services and immediately prior to and during severe weather conditions, storms, and other extreme weather events and prior to, during and after city emergencies and special events (e.g. terrorist attacks, presidential inaugurations, international meetings with heightened security, etc.).
- C.5. 1.7** The Contractor shall be flexible in providing street outreach services and be prepared to mobilize quickly and efficiently to changes in strategies and approaches as needed.
- C.5. 1.8** The Contractor shall connect homeless individuals and families living on the streets with emergency services, including shelter and other housing accommodations. The Contractor shall provide homeless individuals and families living on the streets with critically needed supplies and material (e.g., blankets, socks, hats, gloves, etc.) to reduce their risk of death or harm from exposure to the elements generally and severe weather conditions in particular.
- C.5.1.9** The Contractor shall connect homeless individuals and families living within the catchment area(s) assigned to them to community-based resources such as shelter, temporary and transitional housing, meals, public assistance, health services, mental health and substance abuse services, and day programs.
- C.5.1.10** The Contractor shall administer surveys, and assist with completing other applications for housing and supportive services programs, for homeless individuals and families living within the catchment area(s) that are assigned to them.
- C.5.1.11** The Contractor shall participate in the Annual Point In Time Enumeration for the District of Columbia by administering the corresponding survey for homeless individuals and families living within the catchment area(s) that are assigned to them.
- C.5.1.12** The Contractor shall train all street outreach staff through a course conducted by the contractor in conjunction with the Department of Health (DOH) and the Department of Mental Health (DMH) as it relates to identifying a person in either a medical or psychiatric crisis. The Contractor shall train outreach workers in the appropriate ways to access emergency assistance. The Contractor shall participate in the annual hypothermia training(s) for the continuum of care.
- C.5.1.13** The Contractor shall train all outreach staff through a course conducted by the contractor in conjunction with the Metropolitan Police Department (MPD) on how to obtain emergency assistance from the “311” emergency line and the DMH by calling the Comprehensive Psychiatric Evaluation Program (CPEP) and the Mobile Crisis Team about the application of the FD12 Involuntary Commitment procedures.
- C.5.1.14** The Contractor shall equip street outreach staff with cell phones or other communication devices to ensure communications and ability to obtain emergency services.
- C.5.1.15** The Contractor shall coordinate with the DHS, DOH and DMH to assure that homeless persons living on the street are aware of, and connected to, their services
- C.5.1.16** The Contractor shall submit client and service delivery information into the Homeless Management Information System.
- C.5.1.17** The Contractor shall coordinate its street outreach services with the Hotline

Transportation Services provider and any and all other organizations providing outreach services in the catchment area(s) that they are assigned to.

C.5.2 Staff Requirements

C.5.2.1 The Contractor shall ensure that it employs qualified professional staff to provide services and fulfill requirements under this Solicitation. At a minimum, the Contractor's professional staff shall include:

1. Director
2. Controller
3. Program Manager
4. Street Outreach Specialists

C.5.2.2 **Qualifications** – The required Qualifications of the Contractor's professional staff are as follows:

1. **Director:** A minimum of a Bachelor's Degree in social work, social services, business, management, health care, or a related field from an accredited college, a minimum of ten years of management experience demonstrating capacity to develop and implement a network of service providers. Demonstrate competencies in communication, strategic planning, problem solving, financial management, team leadership, and knowledge of homeless programs and services.
2. **Controller:** A minimum of a Bachelor's Degree in accounting, finance or business from an accredited college; a minimum of five (5) years of experience in accounting and non-profit financial management. A strong working knowledge of accounting software and spreadsheets and Federal OMB Circulars.
3. **Program Manager:** A minimum of a Bachelor's Degree in social work, social services, health care, or a related field from an accredited college, a minimum of three years of program management and/or outreach experience demonstrating capacity to develop and implement a comprehensive outreach strategy. Demonstrate competencies in communication, strategic planning, problem solving, financial management, team leadership, and knowledge of homeless programs and services.
4. **Outreach Specialist:** A minimum of two (2) years of post secondary education at an accredited college and two (2) years of experience with providing outreach services. Additional years of experience providing outreach services may substitute for education. Ability to communicate with diverse populations, demonstrated analytical and organizational skills.

C.5.2.3 Background Checks

1. In compliance with Chapter 4 of Title 27 of DCMR, Criminal Background Checks for District Government Contractors that Provide Direct Services to Children and Youth, the Contractor will secure criminal background checks for individuals and unsupervised volunteers, employees, and applicants for employment as required for contracting entities contracting with the District of Columbia to provide direct services to children or youth.

2. The contractor shall provide for clearance of employees that have direct contact with families and children from the FBI and the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract and as otherwise required by District law. Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be screened pursuant to the Act. The Contractor must provide DHS with documentation certifying such clearances for all affected employees. All documentation must be submitted to the DHS Contracting Officer's Technical Representative (COTR) within 60 days of contract award.

C.5.2.4 Substance Abuse Screening Checks

The Contractor shall test all employees or staff that has direct contact with families and children for drug and alcohol use. Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be tested pursuant to the Act. DHS must have documents certifying negative drug and alcohol test results for all Providers within 60 days of contract award. The Contractor shall submit all documentation to the DHS COTR within 60 days of contract award.

C.5.2.5 The Contractor shall maintain job descriptions, resumes, and annual evaluations on each staff person. The Contractor shall provide updated information to the COTR within 30 days when there is a change in personnel.

C.5.2.6 The Contractor shall provide and maintain staff documents in a locked file with access by senior management staff and DHS monitors.

C.5.2.7 The Contractor shall maintain an organizational chart that shows the reporting relationship and function of key staff persons.

C.5.2.8 The Contractor shall maintain a written job description for each position funded through the contract that must be included in the contractor's files and be available for inspection on request by the COTR. The job description shall include:

1. Education, experience, and/or licensing/certification criteria,
2. A description of duties and responsibilities,
3. Hours of work, and
4. Performance evaluation criteria.

C.5.2.9 The Contractor shall maintain an individual personnel file for each contract staff member that will contain:

1. The application for employment,
2. Professional and personal references,
3. Applicable credentials/certifications,
4. Personnel actions including time records,
5. Documentation of all training history,
6. An annual evaluation for the current or preceding year,

7. Notation of any allegations of professional or other misconduct,
8. The contractor's action with respect to these allegations, and
9. The date and reason for the contractor's actions if staff member is terminated.
10. Documentation of a current Tuberculosis Test.

C.5.2.10 The Contractor shall make available all personnel materials to the COTR upon request. The Contractor shall provide orientation sessions for each staff member and volunteer covering administrative procedures, program goals, and policies and practices to be adhered to under the Contract.

C.5.2.11 The Contractor shall provide any changes in staffing patterns in advance and in writing to the COTR for approval.

C.5.3 **District Requirements:** The District's responsibilities are as follows:

C.5.3.1 The District will identify and define all catchment areas, ensuring that there are clear boundaries and no overlap.

C.5.3.2 The District will provide adequate orientation and training to Contractors to enable them to fulfill their responsibilities.

C.5.3.3 The District will provide adequate support, technical assistance and resources to Contractors to enable them to fulfill their responsibilities.

C.5.3.4 The District will serve as liaison between outreach services contractors and other contractors, service providers and vendors under the Outreach Services Program.

C.5.4 **Performance Requirements:** Contractors shall comply with the following performance requirements as set forth in Section C.5.4.1 thru C.5.4.5.

C.5.4.1 **Quality Assurance**

The Contractor shall ensure the quality of the activities of staff performing services under this solicitation. At a minimum, the Contractor shall review of the appropriateness, quality and effectiveness of services quarterly and submit finding to DHS. The Contractor shall be responsible for specific documentation of services provided to clients, updates on both progress as well as any issues which may arise.

C.5.4.2 The Contractor shall involve clients in the development all phases of service provision including service assessments and connection to services.

C.5.4.3 The Contractor shall develop and comply with, a process for receiving, investigating and addressing client complaints and client requests for reassignment of their case manager.

C.5.4.4 **Reports**

C.5.4.4.a Contractor shall submit a monthly report to the COTR by the 10th day of each month (reflecting activities for the previous month). The COTR will develop the specific format for the monthly reports. This report will minimally include the following information.

1. Documentation of each contact with a client.
2. Documentation of all services provided to clients.

3. Documentation of all referrals and recommendations made during outreach.
4. Statistical data on all clients.

C.5.4.4.b The Contractor shall submit a quarterly report to the COTR regarding the number of homeless individuals and families living in the catchment area(s) to which they are.

C.5.4.4.c Contractor shall report unusual incidents by FAX or telephone immediately upon the occurrence of the incident to the DHS/FSA COTR (or other designated DHS staff) no later than hours or the next business day of the incident and in writing within three (3) days after incident occurrence. The report shall be on the DHS Form 1243, Unusual Incident Report Form incorporated in Section J.2.8.

C.5.4.4.d An **unusual incident** is an event that affects staff (Contractor employees or network provider staff) or clients and is significantly different from the regular routine or established procedures. Examples of these incidents include, but are not limited to:

1. Death;
2. Injury;
3. Physical, sexual, or verbal abuse of a client by employees or other clients;
4. Staff negligence;
5. Complaints from families of clients;
6. Requests for information from the press, attorneys, or government officials outside of DHS staff involved with the contract; and
7. Client behavior requiring attention of employees not usually involved in their care.

C.5.4.4.e The Contractor shall submit a final report to the DHS/FSA COTR no later than the 30th day after expiration of the contract. This report will summarize all service delivery data, accomplishments, issues, and recommendations.

C.5.4.5 Records

C.5.4.5.a The Contractor shall develop, within 30 days of the contract award, a system for maintaining subcontractor records that shall include:

1. A signed copy of the subcontract
2. The scope of work
3. Measurable goals and objectives
4. Program budget
5. Program personnel list
6. Job descriptions
7. Organizational chart
8. Organizational budget
9. Organization's most recent annual report
10. Certificate of Occupancy
11. Business license

12. Signed certification of agency's fiscal controls
13. Insurance policies
14. Drug free workplace policy
15. Evidence of coordination and collaborative agreements
16. Certification of good standing to operate in the District of Columbia from the Department of Consumer and Regulatory Affairs
17. Signed copy of the most recent audit or financial report

C.5.4.5.b The Contractor shall submit an annual audit report to the COTR and shall ensure that providers submit an annual audit or financial report, per the directive of the D.C. Office of the Inspector General. The Contractor shall sanction the providers that do not comply or the Contractor shall be sanctioned for not enforcing the audit requirement. Sanctions shall be the withholding of payment until the requirement is met. The sanction may be effective thirty days after the audit request is due for the Contractor and the providers.

C.5.5 Additional Performance Goals

C.5.5.1 Contractors shall be eligible to receive additional payments (performance bonuses) above the amounts paid monthly based on the fixed pricing. The additional performance measures that these performance bonuses will be based on (and the requirements for receiving these payments) are set forth in Section C.5.5.2 through C.5.5.4.

C.5.5.2 The additional performance goals that performance bonuses will be based on are as follows; 1) movement to permanent housing or transitional housing of a homeless individual or family; 2) movement of a homeless individual or family into shelter (e.g., shelter stay for a minimum of 90% of the nights in a 45 day period); and 3) the time in which homeless individuals or families have been homeless and living on the streets.

C.5.5.3 Contractors performance bonuses will be paid based on the submission of required documentation of the achievement of these additional performance goals. Specific required documentation shall be determined by DHS and such documentation must demonstrate both the achievement of the additional performance goals as well as evidence that the services provided by the Contractor were a primary reason that these goals were achieved.

C.5.5.4 The specific payment structure, payment caps and correlation between the time frame in which these additional performance goals were achieved and the amount of the performance bonus payments are listed in Section C.8.3.

C.5.6 Monitoring and Evaluation

C.5.6.1 The COTR, DHS program staff and staff from the DHS Office of Accountability will monitor and evaluate the performance of the Contractor in accordance with the scope of work and related service delivery standards as set forth in this solicitation. The COTR, DHS program staff and staff from the DHS Office of Accountability will make periodic scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. The COTR will interview clients to get their feedback on the efficacy of the case management services being provided.

C.5.7 Budget Development & Payment Structure

- C.5.7.1** Respondents shall develop a budget to be submitted with their proposals. The budget shall include all projected costs (personnel, supplies, materials, equipment, indirect, etc.) and anticipated performance bonuses related to the provision of services provided under this solicitation. Respondent budgets shall outline total monthly and annual costs. Additionally, Respondents shall complete the price schedule charts listed in Section B.3.1 through B.3.4. Respondents shall include in these charts the number of catchment areas they are proposing to serve, the total monthly fixed pricing based on their budget, the total projected amount of their performance bonus payments (for the annual contract year) and the total annual pricing (monthly fixed pricing X 12 months plus total anticipated performance bonus payment amount).
- C.5.7.2** The District will provide funding for outreach services under this Solicitation in three categories: 1) fixed pricing based on the approved Contractor budget; 2) Contractor compliance with the service and performance requirements listed in this Solicitation; and, 3) achievement of the additional performance goals listed in Section C.5. The total monthly payment to the Contractor for monthly fixed pricing (based on their budget) shall be divided into two categories; compliance with service requirements and compliance with performance requirements. Contractor shall receive up to 50% of their monthly fixed pricing amount based on their compliance with all service requirements listed in this Solicitation. Non-compliance with any service requirement shall result in a reduction the payment in this category (payment will be prorated based on the number of service requirements Contractor fails to comply with in relation to all service requirements). Contractor shall receive up to the remaining 50% of their monthly fixed pricing amount based on their compliance with all performance requirements listed in this Solicitation. Non-compliance with any performance requirement shall result in a reduction the payment in this category (payment will be prorated based on the number of service requirements Contractor fails to comply with in relation to all service requirements).
- C.5.7.3** Performance payments shall be in addition to any/all monthly fixed pricing payments. Performance payments shall be based on the achievement of additional performance goals as listed in Section C.7. Specific performance payment amounts shall be based on the specific additional performance goal that is achieved and the time in which the homeless individuals or families that that goal has been achieved for have been homeless and living on the streets. The maximum total amount of performance payments issued to any Contractor, on a quarterly basis, shall be 25% of the total quarterly maximum payment amount (e.g., monthly fixed pricing payment x 3 months). The maximum total amount of performance payments issued to any Contractor, on an annual basis, shall be 25% of the total annual baseline contract amount (monthly fixed pricing X 12 months). The performance payment structure is listed in the chart below.

Performance Payment Structure Chart

Length of time homeless individual or family has been living on the streets	<i>Performance Goal category</i>	
	Placement into permanent or transitional housing	Placement into shelter (e.g., shelter stay for a minimum of 90% of the nights in a 45 day period)
Payment for 3 – 6 months living on the streets	\$250	\$125
Payment for 7 – 12 months living on the streets	\$350	\$175
Payment for 13 – 18 months living on the streets	\$450	\$225
Payment for 19 – 24 months living on the streets	\$550	\$275
Payment for 25 – 30 months living on the streets	\$600	\$300
Payment for 31 – 36 months living on the streets	\$700	\$350
Payment for 36 or more months living on the streets	\$800	\$400

***Note that Contractors shall not receive more than the maximum quarterly or annual performance payment caps listed in this section above. Therefore, regardless of achievement of multiple performance goals in that would bring the total combined percentage above these caps, maximum performance bonus payment caps shall not be exceeded.**

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

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

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

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the individual(s) identified in Section G.9 in accordance with the following.

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001,1001, 2001, 3001, 4001 (See C.5.7.3.1)	proposed payment schedule for placement of Homeless individuals or families	1	Hard Copy	Submit with Technical Proposal
0001,1001, 2001, 3001, 4001 (See C.6.1.3.a)	Monthly Report	1	Hard Copy & Electronic	10 th day of each month by 12:00 Noon
0001,1001, 2001, 3001, 4001 (See C.6.1.3.b)	Quarterly Report	1	Hard copy (plus electronic)	10 th day of January, April, July, and October by 12:00 Noon

0001,1001, 2001, 3001, 4001 (See C.6.1.3.c)	Unusual Incident Report	1	FAX or Telephone & Hard Copy and Electronic	FAX or telephone call must be received no later than within 24 hours of the incident or the next business day. A written report (using DHS Form 1243) must be received within three (3) days after the incident occurs
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F.3.1

The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 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 shall not be paid pursuant to section G.3.2.

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 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.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:

Kristie Steel
Agency Fiscal Officer
Department of Human Services
64 New York Avenue NE 6th Floor
Washington, D.C. 20002
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 in accordance with the approved payment schedule.

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

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

G.6.2 **Payments to Subcontractors**

G.6.2.1 The Contractor must take one of the following actions within 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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:

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
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 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Mr. George Shepard
Department of Human Services
645 H Street, NE
Washington, DC 20002
Telephone: 202-299-2152

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

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

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision 10, dated 06/15/10, 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 §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

1. 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
2. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

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

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

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

1. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

2. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - a. Material supporting a good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources;
 - c. Advertisement of job openings listed with DOES and other referral sources; and
 - d. Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the 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 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.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 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.9.8 below, the 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 \$100,000 or more in a 12-month period.

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

H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.8.4 The 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.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
2. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
6. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the

contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.9.3 Subcontracting Plan Compliance Reporting. If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.4.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is

H.10 DISTRICT RESPONSIBILITIES

H.10.1 The District will provide adequate orientation and training to contractor to enable it to fulfill its responsibilities.

H.10.2 The District will provide adequate support, technical assistance and resources to the contractor to enable it to fulfill its responsibilities.

H.10.3 The District shall provide facility space for the operation of the Center and DGFS.

H.10.4 The District will ensure that other shelters/program throughout the continuum of care adequately coordinate with the Contractor to facilitate referrals and placements.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

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

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

1. the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____

With _____ (Contractor's Name); and

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

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

contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide

evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed

Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- B. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION**. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE**. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James H. Marshall
 Contracting Officer
 Office of Contracting and Procurement
 441 4th Street, NW, Suite 700S
 Washington, DC 20001
 Telephone: 202-724-4197/jim.marshall@dc.gov

H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at http://ocp.dc.gov/DC/OCP click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Rev. 10, dated June 15, 2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov/DC/OCP click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov/DC/OCP click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at http://ocp.dc.gov/DC/OCP click on "Solicitation Attachments"
J.9	Past Performance Evaluation Form
J.10	Map of Catchment areas for Homeless Outreach Services

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

a. It operates as:

_____ a corporation incorporated under the laws of the state of: _____

_____ an individual,

_____ a partnership,

_____ a nonprofit organization, or

_____ a joint venture.

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

___ an individual,

___ a joint venture, or

___ a corporation registered for business in _____

(Country)

K.3 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 (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (iii) 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.7.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror’s signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror’s organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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 multiple contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) 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-2010-R-0003** – Outreach 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 evaluation and best value source 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 The Offeror shall submit the following information described in Section L.2.1.2 – L.2.1.4

Proposals shall be organized and presented in the following four (4) separate sections:

Section 1 – Technical Expertise

Section 2 – Technical Approach

Section 3 – Past Performance

Section 4 – Attachments

L.2.1.2 Section 1 – Technical Expertise

- a. The offeror shall provide a brief description of the firm and its qualifications to undertake this project. The District is particularly interested in the firm's staff experience and qualifications relevant to the Scope of Services and the specific roles they played in past similar projects.
- b. The offeror shall provide evidence of sound fiscal management and financial recordkeeping system.
- c. The offeror shall provide the address, phone number, and e-mail address of at least three (3) references who have engaged the firm for related projects or services. Offerors shall have its client references complete Attachment J.1.4 – Past Performance Evaluation Form and return the form directly to Jeanne Sheridan via fax at (202) 727-0245 no later than August 9, 2010 by 2:00 PM (EST).

L.2.1.3 Section 2 – Technical Approach

- a. The Offeror shall describe the Offeror's mission and vision and how the Offeror's mission and vision position the Offeror to perform the required services and described in C.5.
- b. A narrative to describe the Offeror's understanding of the required services (C.4) including knowledge and application of the Applicable Documents contained in C.2.
- c. The Offeror shall provide a detailed description of the Offeror's technical approach and methodology to provide the required services described in C.5 including the following:
 1. Corridor Assessment and Existing Conditions
 2. Market Study
 3. Niche Market Feasibility Analysis
 4. Redevelopment Opportunities
 5. Neighborhood Indicators
 6. Potential Streetcar Alignment Economic Development Benefits Analysis
 7. Public Engagement and Project Management
- d. The Offeror shall describe any creative approaches, special techniques and skills that the Offeror will provide in order to accomplish the requirements of this solicitation.
- e. The Offeror shall propose a payment schedule for the placement of Homeless individuals or families.

L.2.1.4 Section 3 – Past Performance

- a. The Offeror shall describe its experience with developing a vision plan and strategy similar in size and scope as the required services described in Section C.

- b. The Offeror shall provide three (3) references able to verify the Offeror's capability to perform the required services specified in this RFP.
- c. The Offeror shall provide a list of contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in C.3 within the past five (5) years. The Offeror's list shall include the following information for each contract or subcontract:
 - 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; and
 - 7. Contact person name, phone, and e-mail address.
- d. The Offeror shall submit at a minimum three (3) completed Past Performance Evaluation Forms provided as attachment J.9 from the list of contracts identified in L.2.1.2.c above.

L.2.1.5 **Section 4 – Attachments** The Offeror shall provide in this section the following documents and pertinent information:

- a. Solicitation offer and award form;
- b. Attachments J.3, J.4, and J.7 of this RFP;
- c. Completed and signed representations and certifications and other required statements of the offeror found in Section K; and
- d. Copy of valid business license if currently conducting business in the District of Columbia

L.2.1.5 **Price Proposal**

The information requested in this section shall facilitate evaluation of the Offeror's Price Proposal in response to Section B. The Offeror's price proposal will be evaluated separately from the Technical Proposal. The offeror shall include in its price proposal the following:

- a. Complete Price Schedule (Section B.3);
- b. Cost/Price Certification and Data Package, Attachment J.8

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 (EST) on ***August 9, 2010 as specified in Section A.9.*** 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:

1. 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;
2. 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
3. The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **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 4th Street, NW, Suite 700S, Washington, DC 20001 – phone number 202-724-4197/jim.marshall@dc.gov* by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Office of Contracting and Procurement of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror'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 coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202-724-4197/jim.marshall@dc.gov

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

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (80 Points Maximum)

Factor 1: Technical expertise 40 Points

1. Offer has demonstrated its experience and qualifications of those to be assigned to this project.

Factor 2: Technical approach 30 Points

1. Offeror has proposed an acceptable methodology and approach to accomplish the technical components of the requirements in Section C, which demonstrates the offeror understands the objectives, scope, and deliverables, and possesses an ability to comply with the schedule.
2. Offeror has presented a work plan for delivery of services that is responsive to the period of performance including commitment to work in partnership with city staff and dedication of sufficient number of offeror’s staff to the project.

Factor 3: Past performance 10 Points

1. Offeror has demonstrated its successful completion of similar projects.

M.3.2 PRICE CRITERION (20 Points Maximum)

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

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

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 **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 is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 **Preferences for Certified Joint Ventures**

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

M.5.4 **Verification of Offeror's Certification as a Certified Business Enterprise****M.5.4.1**

Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2

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, NW, Suite 970N
Washington DC 20001

M.5.4.3

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

M.6 **EVALUATION OF PROMPT PAYMENT DISCOUNT****M.6.1**

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

M.6.2

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

ATTACHMENT J.2

U.S. Department of Labor Wage Determination Number 2005-2103,

Revision Number 10, dated 6/15/10

WD 05-2103 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

**

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 10
Date Of Revision: 06/15/2010

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	15.08
01012 - Accounting Clerk II	16.92
01013 - Accounting Clerk III	22.30
01020 - Administrative Assistant	31.41
01040 - Court Reporter	21.84
01051 - Data Entry Operator I	14.38
01052 - Data Entry Operator II	15.69
01060 - Dispatcher, Motor Vehicle	17.87
01070 - Document Preparation Clerk	14.21
01090 - Duplicating Machine Operator	14.21
01111 - General Clerk I	14.88
01112 - General Clerk II	16.24
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	13.62
01191 - Order Clerk I	15.12
01192 - Order Clerk II	16.50
01261 - Personnel Assistant (Employment) I	18.15
01262 - Personnel Assistant (Employment) II	20.32
01263 - Personnel Assistant (Employment) III	22.65
01270 - Production Control Clerk	22.03
01280 - Receptionist	14.43
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	18.07
01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29

01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75

12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)

14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		18.92
14160 - Personal Computer Support Technician		26.22
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		36.47
15020 - Aircrew Training Devices Instructor (Rated)		44.06
15030 - Air Crew Training Devices Instructor (Pilot)		52.81
15050 - Computer Based Training Specialist / Instructor		36.47
15060 - Educational Technologist		35.31
15070 - Flight Instructor (Pilot)		52.81
15080 - Graphic Artist		26.80
15090 - Technical Instructor		25.08
15095 - Technical Instructor/Course Developer		30.67
15110 - Test Proctor		20.20
15120 - Tutor		20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		9.88
16030 - Counter Attendant		9.88
16040 - Dry Cleaner		12.94
16070 - Finisher, Flatwork, Machine		9.88
16090 - Presser, Hand		9.88
16110 - Presser, Machine, Drycleaning		9.88
16130 - Presser, Machine, Shirts		9.88
16160 - Presser, Machine, Wearing Apparel, Laundry		9.88
16190 - Sewing Machine Operator		13.78
16220 - Tailor		14.66
16250 - Washer, Machine		10.88
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		21.14
19040 - Tool And Die Maker		23.38
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		22.03
21040 - Material Expediter		22.03
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		15.09
21130 - Shipping/Receiving Clerk		15.09
21140 - Store Worker I		11.72
21150 - Stock Clerk		16.86
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		27.21
23021 - Aircraft Mechanic I		25.83
23022 - Aircraft Mechanic II		27.21
23023 - Aircraft Mechanic III		28.53
23040 - Aircraft Mechanic Helper		17.54
23050 - Aircraft, Painter		24.73
23060 - Aircraft Servicer		19.76
23080 - Aircraft Worker		21.01
23110 - Appliance Mechanic		21.75
23120 - Bicycle Repairer		14.43
23125 - Cable Splicer		26.02
23130 - Carpenter, Maintenance		21.40
23140 - Carpet Layer		20.49

23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84

25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98

30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations

involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance

of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Attachment J.5

Way to Work Amendment Act of 2006 – Living Wage Notice

“THE LIVING WAGE ACT OF 2006”
Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-11)

Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2008, the living wage rate is \$12.10.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more; and, all subcontractors of these recipients receiving \$15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of \$100,000 or more; and, all subcontractors of these recipients of government assistance receiving \$50,000 or more in funds from government assistance received from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.

Certain exceptions may apply where contracts or agreements are subject to wage determinations required by federal law which are higher than the wage required by this Act; contracts for electricity, telephone, water, sewer other services delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or eminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 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 residential facility or a group home for mentally retarded persons; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Exemptions are provided for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, provided that other employees are not replaced, and for employees of nonprofit organizations that employ not more than 50 individuals.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice concerning these requirements in a conspicuous site in the place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:
www.does.dc.gov or www.ocp.dc.gov

**To file a complaint contact: Department of Employment Services
Office of Wage-Hour
64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002**

J.6

The Living Wage Act of 2006 – Living Wage Fact Sheet



LIVING WAGE ACT FACT SHEET

The “Living Wage Act of 2006,” Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

Effective January 1, 2008, the living wage rate is \$12.10 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
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 of Columbia;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

ENFORCEMENT

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

J.9

Past Performance Evaluation Form

PAST PERFORMANCE EVALUATION FORM

(Check appropriate box)

Performance Elements	RATING (See Rating Guidelines on Page 2)					
	5 – Excellent	4 – Good	3 – Acceptable	2 – Minimally Acceptable	1 – Poor	0 – Unacceptable
Quality of Services/Work						
Timeliness of Performance						
Cost Control						
Business Relations						
Customer Satisfaction						

1. Name of Contractor being Evaluated: _____
2. Name & Title of Evaluator: _____
3. Signature of Evaluator: _____
4. Name of Evaluator's Organization: _____
5. Telephone Number of Evaluator: _____
6. Type of service received: _____
7. Contract Number, Amount and period of Performance: _____
8. Remarks on Excellent Performance: Provide data supporting this observation. (Continue on separate sheet if needed)

9. Remarks on unacceptable performance: Provide data supporting this observation. (Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions a guidance in making these evaluations.

Quality	Timeless	Business
Product/Service -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel Technical excellence	Cost Control -Within budget (over/ under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue	of Performance -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and -contract administration -No liquidated damages assessed
		Relations -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract - - problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program

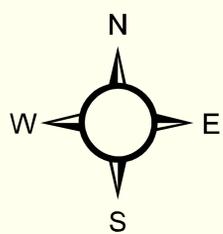
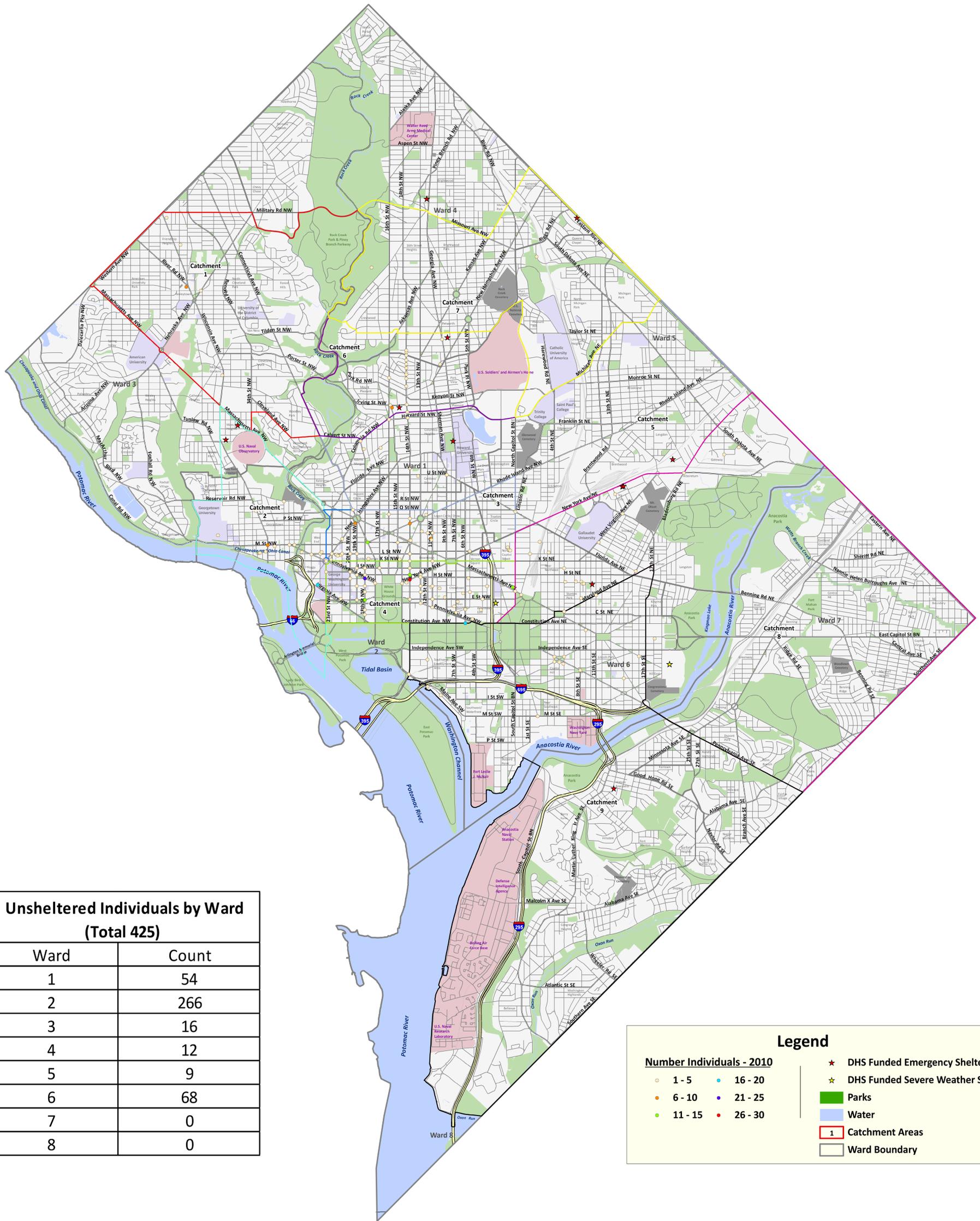
0. Unacceptable	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1. Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Minimally Acceptable	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

ATTACHMENT J.10

MAP OF CATCHMENT AREAS FOR THE HOMELESS OUTREACH SERVICES



Map of Catchment Areas for Homeless Outreach Services



1 inch = 0.4 miles

Scale: 1:26,000

0 0.5 1 2 Miles

Source:
Office of the Chief Technology Officer (OCTO)
Department of Human Services (DHS)

Prepared by: DC GIS

Date: July 2, 2010

Coordinate System:

NAD 1983 StatePlane Maryland FIPS 1900

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