

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	68
2. Number DCJA-2010-R-0004-A0006	3. Effective Date 06 December 2010	4. Requisition/Purchase Request No.	5. Solicitation Caption Operate an Individual Assessment Center		
6. Issued by: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700S Washington, DC 20001		Code	7. Administered by (If other than line 6) Office of Contracting and Procurement 441 4 th Street, NW, Suite 700S Washington, DC 20001		
8. Name and Address of Contractor (No. street, city, county, state and zip code) PROSPECTIVE OFFERORS		X	9A. Amendment of Solicitation No. DCJA-2010-R-0004		
Code			9B. Dated (See Item 11) August 18, 2010		
Facility			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The above solicitation is hereby amended as follows: The closing date has been extended from December 10, 2010 until December 16, 2010 The closing time remains unchanged. Delete Sections B-M in their entirety Insert Attached Sections B-M					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Kenneth D. Hayslette, CPPO, C.P.M., CPCMC / JSM		
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed December 6, 2010	

SECTION B: CONTRACT TYPE, SERVICES AND PRICE

- B.1** The District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Department of Human Services (DHS) is seeking a qualified Contractor to operate a single Individual Assessment Center (“Center”) to provide the requested services listed herein to reflect the DHS system redesign for the homeless services Continuum of Care. The Center will serve as a point of entry for homeless single adults and will provide: assessment and eligibility determinations; prevention/diversion resources; and, shelter and housing placement referrals for homeless single adults seeking shelter.
- B.1.1** DHS will provide the facility for the Center, the exact location and details of the Center will be provided by DHS by April 2011. The anticipated start date for this contract is May 1, 2011.
- B.1.2** Offerors should estimate a minimum of approximately 20 individuals visiting the Individual Assessment Center per day for the base year and an increase of approximately 10% each option year.
- B.2** The District contemplates the award of a firm fixed price contract based upon unit monthly pricing with performance incentives and disincentives. The awarded Contractor may receive performance incentives and disincentives based on the requirements, procedures and payment chart listed in Sections [C.6 Payment Processes](#) and [C. 7. Performance Incentives](#).

B.3 PRICE SCHEDULES

B.3.1 Base Year

- a) Calculate and insert into Column A, your proposed Monthly Service Fee (the total amount to perform all of the services required in Section C.5. Service Requirements. This is your proposed, firm fixed price that will not change during the Base Year of the contract (first 12 months of service).
- b) Multiply the price in Column A by 12 and insert into Column B. This is your total Annual Firm Fixed Price Fee.
- c) Multiply the amount in Column B by 0.20 and insert into Column C. This is the **maximum** performance incentive that you may earn during the Base Year of the contract, based upon the performance incentive goals that you achieve, document and are verified by DHS. The District does not guarantee that you will earn any incentive payment. The amount disbursed to you as a performance incentive will not exceed 5% of the Total Annual Firm Fixed Price Fee per quarter (3 consecutive months), nor exceed 20% of the Total Annual Firm Fixed Price Fee per year (12 consecutive month period).
- d) Add the amount in Column B to the amount in Column C and insert in Column D. This is your Not-to-Exceed Ceiling Price for the Base Year.

Base Year Pricing

Contract Line Item Number (CLIN)	Item Description	(A) Monthly Service Fee (Firm Fixed Price Fee)	(B) Total Annual Firm Fixed Price Fee (Column A X 12 = Total Annual Firm Fixed Price Fee)	(C) Total Annual Amount of Potential Performance Incentive Payments (20% of the total in Column B)	(D) Not-To-Exceed Ceiling Price (B + C = Not-To-Exceed Ceiling Price)
0001	Operate the Individual Assessment Center	\$ _____	\$ _____	\$ _____	\$ _____

B.3.2 Option Year One

- a) Calculate and insert into Column A, your proposed Monthly Service Fee (the total amount to perform all of the services required in Section C.5. Service Requirements. This is your proposed, firm fixed price that will not change during the Option Year One of the contract (months 13-24).
- b) Multiply the price in Column A by 12 and insert into Column B. This is your total Annual Service Fee.
- c) Multiply the amount in Column B by 0.20 and insert into Column C. This is the **maximum** performance incentive that you may earn during the Option Year One of the contract, based upon the performance incentive goals that you achieve, document and are verified by DHS. The District does not guarantee that you will earn any incentive payment. The amount disbursed to you as a performance incentive will not exceed 5% of the Total Annual Firm Fixed Price Fee per quarter (3 consecutive months), nor exceed 20% of the Total Annual Firm Fixed Price Fee per year (12 consecutive month period).
- d) Add the amount in Column B to the amount in Column C and insert in Column D. This is your Not-to-Exceed Ceiling Price for the Option Year One.

Option Year One Pricing

Contract Line Item Number (CLIN)	Item Description	(A) Monthly Service Fee (Firm Fixed Price Fee)	(B) Total Annual Firm Fixed Price Fee (Column A X 12 = Total Annual Firm Fixed Price Fee)	(C) Total Annual Amount of Potential Performance Incentive Payments (20% of the total in Column B)	(D) Not-To-Exceed Ceiling Price (B + C = Not-To-Exceed Ceiling Price)
0001	Operate the Individual Assessment Center	\$ _____	\$ _____	\$ _____	\$ _____

B.3.3 Option Year Two

- a) Calculate and insert into Column A, your proposed Monthly Service Fee (the total amount to perform all of the services required in Section C.5. Service Requirements. This is your proposed, firm fixed price that will not change during the Option Year Two of the contract (months 25-36).
- b) Multiply the price in Column A by 12 and insert into Column B. This is your total Annual Service Fee.
- c) Multiply the amount in Column B by 0.20 and insert into Column C. This is the **maximum** performance incentive that you may earn during the Option Year One of the contract, based upon the performance incentive goals that you achieve, document and are verified by DHS. The District does not guarantee that you will earn any incentive payment. The amount disbursed to you as a performance incentive will not exceed 5% of the Total Annual Firm Fixed Price Fee per quarter (3 consecutive months), nor exceed 20% of the Total Annual Firm Fixed Price Fee per year (12 consecutive month period).
- d) Add the amount in Column B to the amount in Column C and insert in Column D. This is your Not-to-Exceed Ceiling Price for the Option Year One.

Option Year Two Pricing

Contract Line Item Number (CLIN)	Item Description	(A) Monthly Service Fee (Firm Fixed Price Fee)	(B) Total Annual Firm Fixed Price Fee (Column A X 12 = Total Annual Firm Fixed Price Fee)	(C) Total Annual Amount of Potential Performance Incentive Payments (20% of the total in Column B)	(D) Not-To-Exceed Ceiling Price (B + C = Not-To-Exceed Ceiling Price)
0001	Operate the Individual Assessment Center	\$ _____	\$ _____	\$ _____	\$ _____

B.3.4 Option Year Three

- a) Calculate and insert into Column A, your proposed Monthly Service Fee (the total amount to perform all of the services required in Section C.5. Service Requirements. This is your proposed, firm fixed price that will not change during the Option Year Three of the contract (months 37-48).
- b) Multiply the price in Column A by 12 and insert into Column B. This is your total Annual Service Fee.
- c) Multiply the amount in Column B by 0.20 and insert into Column C. This is the **maximum** performance incentive that you may earn during the Option Year Three of the contract, based upon the performance incentive goals that you achieve, document and are verified by DHS. The District does not guarantee that you will earn any incentive payment. The amount disbursed to you as a performance incentive will not exceed 5% of the Total Annual Firm Fixed Price Fee per quarter (3 consecutive months), nor exceed 20% of the Total Annual Firm Fixed Price Fee per year (12 consecutive month period).
- d) Add the amount in Column B to the amount in Column C and insert in Column D. This is your Not-to-Exceed Ceiling Price for the Option Year Three.

Option Year Three Pricing

Contract Line Item Number (CLIN)	Item Description	(A) Monthly Service Fee (Firm Fixed Price Fee)	(B) Total Annual Firm Fixed Price Fee (Column A X 12 = Total Annual Firm Fixed Price Fee)	(C) Total Annual Amount of Potential Performance Incentive Payments (20% of the total in Column B)	(D) Not-To-Exceed Ceiling Price (B + C = Not-To-Exceed Ceiling Price)
0001	Operate the Individual Assessment Center	\$ _____	\$ _____	\$ _____	\$ _____

B.3.5 Option Year Four

- a) Calculate and insert into Column A, your proposed Monthly Service Fee (the total amount to perform all of the services required in Section C.5. Service Requirements. This is your proposed, firm fixed price that will not change during the Option Year Four of the contract (months 49-60).
- b) Multiply the price in Column A by 12 and insert into Column B. This is your total Annual Service Fee.
- c) Multiply the amount in Column B by 0.20 and insert into Column C. This is the **maximum** performance incentive that you may earn during the Option Year Four of the contract, based upon the performance incentive goals that you achieve, document and are verified by DHS. The District does not guarantee that you will earn any incentive payment. The amount disbursed to you as a performance incentive will not exceed 5% of the Total Annual Firm Fixed Price Fee per quarter (3 consecutive months), nor exceed 20% of the Total Annual Firm Fixed Price Fee per year (12 consecutive month period).
- d) Add the amount in Column B to the amount in Column C and insert in Column D. This is your not-to-exceed ceiling price for the Option Year Four.

Option Year Four Pricing

Contract Line Item Number (CLIN)	Item Description	(A) Monthly Service Fee (Firm Fixed Price Fee)	(B) Total Annual Firm Fixed Price Fee (Column A X 12 = Total Annual Firm Fixed Price Fee)	(C) Total Annual Amount of Potential Performance Incentive Payments (20% of the total in Column B)	(D) Not-To-Exceed Ceiling Price (B + C = Not-To-Exceed Ceiling Price)
0001	Operate the Individual Assessment Center	\$ _____	\$ _____	\$ _____	\$ _____

B.3.6 Grand Total

Please copy the total amounts (Column D) for the Base Year and each Option year into the table below. Please calculate the Grand total by adding the totals for the Base Year and the 4 Option Years.

Period of Performance	Not-To-Exceed Ceiling Price
Base Year (B.3.1)	\$ _____
Option Year One (B.3.2)	\$ _____
Option Year Two (B.3.3)	\$ _____
Option Year Three (B.3.4)	\$ _____
Option Year Four (B.3.5)	\$ _____
Grand Total	\$ _____

*****END SECTION B*****

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 a qualified Contractor to operate an Individual Assessment Center (“Center”) to provide the requested services listed herein to reflect the DHS system redesign for the homeless services Continuum of Care. The Center will serve as a point of entry for homeless single adults and will provide: assessment and eligibility determinations; prevention/diversion resources; and, shelter and housing placement referrals for homeless single adults seeking shelter. DHS will provide the facility for the Center, the exact location and details of the Center will be provided by DHS by April 2011.

C.1.1 GOALS OF DHS FOR THE INDIVIDUAL ASSESSMENT CENTER

The goals of DHS for the Center are: (1) to operate as a point of entry for homeless single adults seeking shelter and other services within the homeless services Continuum of Care; (2) accurately and efficiently determine eligibility for homeless services for those homeless single adults presenting for services; (3) conduct comprehensive individual assessments to determine the overall needs, and determine and identify the most appropriate housing and service resources; (4) provide access to, and assist with securing, housing accommodations and other needed services and resources to prevent single adults from becoming homeless or needing shelter placement; (5) facilitate shelter and housing placements for homeless single adults; (6) provide effective case management and service coordination services to homeless single adults that enable them to be quickly reconnected with permanent housing or interim shelter placement; and (7) assist homeless single adults in identifying and accessing permanent housing resources that will move them beyond homelessness.

C.2 APPLICABLE DOCUMENTS

Item No.	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, as amended. See website www.ich.dc.gov	10/22/2005
0002	District of Columbia Municipal Regulations, 57 DCR 2704	Shelter and Supportive Housing For Individuals and Families Shelter Rulemaking	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	12/10/2008
0004	Action Plan	<i>Strategic Action Plan to End Homelessness</i> Strategic Action Plan	04/13/2010

C.3 DEFINITIONS AND ACRONYMS

For the purposes of this Request for Proposals and any ensuing contract(s) the following definitions and acronyms shall apply:

C.3.1 Case Management – A service that engages homeless individuals and provides assistance in: identifying barriers, needs and strengths; developing goals; identifying resources and supports; and, connecting homeless individuals residing in a shelter or other homeless services programs within the Continuum of Care to the needed resources, supports and supportive services to achieve identified goals.

C.3.2 Client - An individual seeking, receiving, or eligible for publicly funded services within the Continuum of Care.

C.3.3 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.3.4 Daily Census – The tracking of available and occupied beds/units at shelters within the Continuum of Care. The daily census is compiled each evening and reported each day. The purpose of the daily census is to track capacity within the Continuum of Care as well as the demand for shelter/housing.

C.3.5 Engagement - Engagement is the process of developing rapport and a relationship with a homeless individual to achieve the following:

- a. a willingness of a homeless individual to interact with an assessment specialist, intake worker and/or other workers for the purposes of receiving services;
- b. a willingness of a homeless individual to share personnel information with an assessment specialist, intake worker and/or other workers attempting to provide services for the purposes of conducting an assessment, developing a service/exit plan;
- c. a willingness of a homeless individual to accept referrals for supportive services and/or a placement in shelter or housing.

- C.3.6 Homeless Single Adult-** A single person or persons without children who lack a fixed, regular residence that provides safe housing, and lacking the financial means to acquire such a residence immediately, including any individual or family who is fleeing, or is attempting to flee, domestic violence, and who have no other residence and lack the resources or support networks to obtain safe housing; or, having a primary night time residence that is:
- a. A supervised publicly or privately operated shelter or transitional housing facility designed to provide temporary living accommodations; or
 - b. A public or private place not designed for or ordinarily used as a regular sleeping accommodation for individuals or families.
- C.3.7 Homeless Management Information System** – The designated software database system for tracking client information and program activities within the homeless services Continuum of Care. The system is managed and overseen by the District’s management contractor for the continuum of care.
- C.3.8 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.3.9 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.3.10 Hypothermia Shelter** - A public or private building that the District shall make available, for the purpose of providing shelter to individuals or families who are homeless and cannot access other shelter, whenever the actual or forecasted temperature, including the wind chill factor, falls below 32 degrees Fahrenheit.
- C.3.11 Low-Barrier/Emergency Shelter** - an overnight housing accommodation for individuals, who are homeless, provided directly by, or through contract with or grant from, the District, for the purpose of providing shelter to individuals without imposition of identification, time limits, or other program requirements.
- C.3.12 Major Facility Repairs** – Capital repairs including: roof repairs; major HVAC repairs (i.e., replacement or repair of furnace and air conditioning system); major plumbing repairs (i.e., replacement or repair of boiler, replacement or repair of pipes and water lines); major electrical repairs (i.e., power outage, replacement or repair of electrical system); major damage to facility structure (i.e., foundation repair and major damage to walls, doors, floors and ceilings).
- C.3.13 Minor Facility Repairs** – Minor plumbing repairs (i.e., backed up toilet, broken bathroom fixtures and tiles), minor HVAC repairs (i.e., replacement of filters, thermostat and

maintenance of air conditioning units), minor electrical repairs (i.e., replacement of fuses or adjusting circuit breaker switches and replacement of light bulbs) and minor damage to facility structure (i.e., minor damage to walls, doors, floors and ceilings).

- C.3.14 Permanent Housing** – Program/service which provides affordable housing (typically with a rental subsidy that is not time-limited) to homeless individuals and/or families.
- C.3.15 Permanent Supportive Housing** - Program/service that provides permanent housing (typically with a rental subsidy) and supportive services to homeless individuals and/or families. Individuals and/or families housed through this program/service type are expected to receive ongoing supportive services. Housing may be site-based or scattered sites.
- C.3.16 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 outside, in emergency shelters, in transitional and permanent housing, or otherwise homeless and in need of help to obtain safe shelter.
- C.3.17 Provisional Shelter** – Apartment style or non-apartment style shelter provided for up to 14 days and only for the time period required to conduct an assessment of an individual’s or family’s needs and provide an appropriate referral.
- C.3.18 Self-sufficiency** - A functional and economic state based on the provision of services that result in less dependency on governmental support systems while at the same time, maintaining permanent housing and employment.
- C.3.19 Service Plan** - A written plan collaboratively developed and agreed upon by both the Service Provider and the client, consisting of time-specific goals and objectives designed to promote self-sufficiency and attainment of permanent housing and based on the client’s individually assessed needs, desires, strengths, resources, and limitations.
- C.3.20 Severe Weather Conditions** - Refers to outdoor weather 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.3.21 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.3.22 Temporary Shelter** – A housing accommodation for individuals who are homeless that is open either 24 hours or at least 12 hours each day, other than a severe weather shelter or a low barrier shelter, provided directly by, or through contract with or grant from the District, for the purpose of providing shelter and supportive services.

- C.3.23** **Transitional Housing** - A 24 hour housing accommodation provided directly by, or through contract with or grant from, the District, for individuals or families who are homeless; require a structured program of supportive services for up to two years or as long as necessary in order to prepare for self-sufficient living in permanent housing; and consent to a Service Plan developed collaboratively with the Provider, which are designed to prepare individuals and families for self-sufficient living and/or transitioning into permanent or permanent supportive housing.
- C.3.24** **ADA** – the American Disability Act of 1990, as amended.
- C.3.25** **CA** – Contract Administrator
- C.3.26** **CO** – Contracting Officer

C.4 BACKGROUND

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. Approximately 16,000 persons utilize services within the District of Columbia's homeless services continuum of care annually. These individuals often face several significant barriers that prevent them from obtaining, and/or maintaining, housing stability and self-sufficiency.

As a part of its system redesign, the Department of Human Services (DHS) has expanded capacity through transitional and permanent supportive housing and focused more resources on prevention and re-housing. DHS has found that moving away from the expansion of traditional shelter and focusing more resources on prevention and housing is a more efficient use of resources.

In the current system, homeless single adults may access any shelter on their own, without going through an intake center. There are many low-barrier shelters that focus primarily on the provision of overnight shelter to keep people safe. Case management and support services are limited, and people must leave the shelters first thing in the morning.

The District is establishing an assessment center, which is a critical element of the system redesign. The Center will help assess the needs of homeless single adults and connect them with resources in the community. Homeless single adults will not be required to come to the Assessment Center before entering shelter, but they would be encouraged to. Whenever possible, the Assessment Center will divert people from shelter and prevent homelessness, whether through mediation with family members or landlords, or short-term financial assistance. Assessment Center staff will assess homeless single adults and refer them to programs that can meet their needs. The Assessment Center would also serve various sub-populations including unaccompanied youth, the elderly, veterans, and people living with various health conditions or disabilities. Assessment will include a screening for domestic violence to ensure placement as quickly as possible in a safe place.

C.4.1 Target Population

C.4.1.1 The target population for the Center is single adults who are homeless or at risk of homelessness, and seeking shelter and other services within the Continuum of Care. As this is a new program/service DHS does not know how many individuals will utilize the center. The number will increase each year as clients become more familiar with the program/service.

C.4.1.2 The Contractor will not be responsible for serving any specified number of clients. The contractor shall serve all of the clients that come to the center and those that are referred by shelter staff. This number cannot be predicted. *Offerors should estimate a minimum of approximately 20 individuals visiting the Individual Assessment Center per day for the base year and an increase of approximately 10% each option year.*

C.4.2 Program Description

C.4.2.1 The District of Columbia Department of Human Services (DHS) strives to ensure that all individuals who are experiencing homelessness are able to access the resources and services necessary to help them to exit homelessness. Shelters are a critical part of the Continuum of Care for individuals; however, the ultimate goal is to find housing alternatives that will give homeless individuals the stability needed to ensure that they are able to permanently exit homelessness. To achieve this goal, the homeless services system should be able to quickly assess the individual's needs and connect them with public and private resources in the community to transition to permanent housing.

C.4.2.2 The proposed Individual Assessment Center will serve as an additional point of entry, and provides intake, assessment and referrals services, for single adults who are homeless or at risk of homelessness and seeking shelter and other services through the Continuum of Care. The Center will also serve as secondary entry point for homeless single adults who reside in shelters within the continuum of care in need of additional services to exit shelter. Through the System Redesign, and under the contract contemplated to be awarded from this Solicitation, the awarded contractor for the proposed Individual Assessment Center shall perform four critical functions:

- (1) conduct intakes with single adults seeking shelter and other services within the Continuum of Care to determine eligibility and priority for services, as well as provides outreach and engagement to homeless single adults residing in shelters within the continuum of care;
- (2) conduct comprehensive assessments with single adults to ascertain their needs, strengths and barriers to determine the most appropriate placement and services;
- (3) connect homeless single adults with services, prevention, and/or re-housing resources to divert them from shelter; and
- (4) provide placement referrals and connect homeless single adults to shelter, transitional housing or permanent housing programs within the Continuum of Care.

C.4.2.3 The Assessment Center shall be welcoming, hospitable and equipped to triage homeless single adults based on each person's current need and connect these individuals to resources that could avoid a shelter stay whenever possible. Single adults coming to the Center shall be assessed by an intake specialist. During the intake process, the intake specialist shall gather basic demographic information and history, as well as information on the individual's history of homelessness (including his/her most recent episode), receipt of public benefits, and other factors related to an individual's overall need for services. The overall purpose of the intake process is to determine the individual's general eligibility for homeless services and his or her priority, based on the severity of his/her need and circumstances, for placement in shelter or other programs within the Continuum of Care. Investigation to determine an individual's eligibility is part of the eligibility process.

C.4.2.4 The Contractor's Assessment Specialists shall assess the individual to determine how to best assist in solving the presenting need. Intake specialists will, whenever safe and feasible, divert individuals from shelter stays. Mediation, emergency rental assistance, utility assistance, re-housing supports, housing counseling, and legal services are some of the services that can be employed by the Center staff to assist in maintaining housing in the community.

C.4.2.5 For single adults who are experiencing dominant service needs that must be addressed before transitioning into the community, or who require more time for housing placements, the appropriate Center staff will work with the individual to identify a placement in an interim housing program and make a referral for the individual to the program. It is estimated that between 20 to 30 individuals a day will visit the Center seeking services during the base year of the contract. It is also estimated that the number of individuals visiting the Center daily will increase in the option years as individuals become more aware of the program.

C.5 SERVICE REQUIREMENTS

C.5.1 The Contractor shall comply with the service requirements for the operation of the Individual Assessment Center as set forth in this Section C.5.

C.5.1.1 The Contractor shall operate the Individual Assessment Center in compliance with all applicable provisions listed in the Homeless Services Reform Act 2005, the District of Columbia Municipal Regulations for Shelter and Supportive Housing For Individuals Families, the Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act (DJ# 204-16-96) and the Program Description set forth in Section [C.4.2](#), Program Description.

C.5.1.2 The Contractor shall operate the Center year round Monday through Friday from 8:00 A.M. through 5:00 P.M., except holidays and days when the District Government is closed due to inclement weather. When the Center is closed, the Contractor shall have staff on call to ascertain and provide resolution for emergency needs of clients on its caseload who are experiencing crisis. The District observes the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, DC Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

C.5.1.3 The Contractor shall create a friendly and welcoming environment within the Center, maintain a high level of customer service and professionalism, and treat all individuals with respect and dignity.

C.5.1.4 The appropriate Contractor staff shall conduct intake sessions as soon as practicable with all single adults presenting for services, and/or who are residing in shelters within the Continuum of Care who have been identified for services through the Center, to determine eligibility for homeless services, need for prevention resources, the feasibility and appropriateness of prevention resources and the individual's priority for placement.

- C.5.1.5** The Contractor shall create and maintain a mobile outreach team that shall go to each of identified shelters within the Continuum of Care at least once per week to engage homeless single adults that have been identified as having been in shelter for at least 14 or more consecutive or non-consecutive days within a 45 day period, and, in need assistance to exit the shelter. The mobile outreach team shall consist of intake specialists and assessment specialists. The mobile outreach team shall provide those homeless single adults with all services provided onsite at the Center.
- C.5.1.6** The Contractor shall provide short-term resources (food cards, gift cards for clothing, etc.) to all single adults demonstrating a need and that cannot be immediately placed into a shelter, to assist them with maintaining some stability until a prevention resource or a shelter or housing placement is secured. *[Note: The offeror shall calculate and include the costs of these short-term resources as part of its firm fixed price Monthly Service Fee. The District will not otherwise compensate the Contractor for these costs].*
- C.5.1.7** The Contractor shall conduct comprehensive assessments as soon as practicable with each single adult with an initial determination of the highest priority for shelter to further determine the individual's eligibility and/or priority status (if necessary); identify the individual's strengths, needs and barriers to self-sufficiency and housing independence; determine if there are prevention resources available to divert the individual from shelter, or decrease the length of stay in shelter; and, identify the most appropriate shelter or housing placement for the individual when placement into the Continuum of Care is determined to be necessary. The results of the assessment shall be shared with the shelters/programs in which the individual is placed.
- C.5.1.8** The Contractor shall refer to, and assist with the facilitation of, a shelter or housing placement for homeless single adults determined by the Contractor to meet the highest priority (those with no other immediate housing accommodations) for placement, taking into account the availability of shelter and housing placements. The Contractor shall only be responsible for ensuring connection to needed services upon initial placement of client into housing.
- C.5.1.9** The Contractor shall establish a clear factual record through completion of forms to be provided by DHS and have system of checks and balances for establishing shelter eligibility. When a clear eligibility determination cannot be made, and an individual has no other safe place to stay, the Contractor may make a provisional shelter placement.
- C.5.1.10** During a provisional shelter placement, the Contractor will explore and verify all potential housing options that may be available to the individual and work to connect the individual with community resources to reduce the shelter stay to the minimum extent possible.
- C.5.1.11** The Contractor shall coordinate through regular contact with staff from shelter and housing programs within the Continuum of Care to share information on single homeless adults being placed and assist staff within the Continuum of Care with the development of service plan service plans.

- C.5.1.12** The Contractor shall work with single adults who are not offered a shelter placement to access resources that may divert them from shelter and address other identified needs.
- C.5.1.13** The Contractor shall compile all client and service data and input this information into the Homeless Management Information System.
- C.5.1.14** The Contractor shall be responsible for all custodial services, general maintenance, upkeep and minor facility repairs at the Center facility. The District shall be responsible for all major repairs. The size of the facility that will be used to house the Center is estimated to be approximately 8,700 square feet. *[DHS will provide the facility for the Center, the exact location and details of the Center will be provided by DHS by April 2011.]*
- C.5.1.15** The Contractor shall keep information concerning clients confidential except where otherwise authorized or directed by DHS. The Contractor must maintain the confidentiality of client information and adhere to all applicable Federal and local confidentiality laws.
- C.5.1.16** The Contractor shall submit within 5 business days, unless otherwise directed, to the Contract Administrator (CA) all requested program and financial information requested by the CA.
- C.5.1.17** The Contractor shall be registered as a company in good standing with the District of Columbia Department of Consumer and Regulatory Affairs and maintain its registration and good standing status at all times while providing services under the contract.
- C.5.1.18** The Contractor shall monitor and evaluate activities of staff to ensure that all contractual requirements are performed. At a minimum, the Contractor shall include a review of the appropriateness, quality and effectiveness of services, which shall include an assessment of client satisfaction with services provided. The Contractor shall provide to the CA quarterly reports on the performance of its staff.
- C.5.1.19** The Contractor shall develop and comply with a process for receiving, investigating and addressing client complaints. The Contractor shall submit in writing the process to DHS. DHS must approve the process before Contractor implementation.
- C.5.1.20** The Contractor shall submit a **Monthly Service Report** to the CA by the 10th day of each month reporting on Contractor's activities for the previous month. The CA will develop the specific format for the monthly reports. This report will minimally include the following information.
- a) Number of individuals seeking services.
 - b) Number of individuals placed in provisional shelter
 - c) Number of individuals placed in non-provisional shelter
 - d) A listing of the number of individuals served.

- e) A listing of the services provided (e.g., intake, assessment, placement, , referrals, etc.).
- f) A description of the services individuals are engaged in and the efficacy of those services.
- g) Levels of client participation.
- h) Progress made towards client goals.
- i) A listing of all staff working under the contract and their individual caseloads.
- j) A listing and explanation of all concerns or issues related to individuals or other matters.
- k) An invoice outlining the monthly payment request.
- l) Additional documentation of compliance with service requirements and achievement of additional performance goals.
- m) Copies of all Unusual Incident Reports (C.5.1.24.1)
- n) Additional reports (annual service reports, demographic information, individual exits and other requested reports, etc.) and individual client information as requested.

C.5.1.21 The Contractor shall keep accurate and secure case records for individuals on its caseload. These case records shall include intake information, eligibility information, placement priority information, assessments, service plans, contact notes, progress notes, service referrals, documentation of client connection to (and engagement in) supportive services, shelter stay information and unusual incidents.

C.5.1.22 The Contractor shall maintain written records of overall activities, evaluations services, and files on all staff engaged in services through the term of the contract including all extensions, and, for at least three years following the expiration or termination of the contract. The Contractor shall maintain all such records in a locked file controlled by appropriate Contractor staff.

C.5.1.23 *Reserved*

C.5.1.24 Unusual Incident

The Contractor shall report unusual incidents by FAX or telephone immediately upon the occurrence of the incident to the DHS CA (or other designated DHS staff) no later than 12 hours or the next business day of the incident and in writing within three days after incident occurrence (see C.5.1.24.1). The report shall be submitted using DHS Form 1243, Unusual Incident Report Form, a copy is included in Section J.10

C.5.1.24.1 An **unusual incident** is an event that affects staff (Contractor employees or provider staff within the Continuum of Care) or client and is significantly different from the regular routine or established procedures. Examples of these incidents include, but are not limited to:

1. Unusual death;
2. Injury;

3. Unexplained absence of a client;
4. Physical, sexual, or verbal abuse of a client by staff or other clients;
5. Staff negligence;
6. Fire;
7. Theft, destruction of property, or sudden serious problems in the physical facility;
8. Complaints from families of clients;
9. Requests for information from the press, attorneys, or government officials outside of DHS staff involved with the contract; and
10. Client behavior requiring attention of staff not usually involved in their care.

C.5.1.25 Staff Requirements

C.5.1.25.1 The Contractor shall ensure that it employs qualified professional staff to provide services and fulfill performance requirements for the operation of the Center. At a minimum, the Contractor's professional staff shall include:

1. Director (one position for the Contractor)
2. Controller (one position for the Contractor)
3. Program Director (one position at the Center)
4. Intake Supervisor (one position at the Center)
5. Assessment Supervisor (one position at the Center)
6. Assessment Specialists (multiple positions at the Center and on Mobile Outreach team)
7. Intake Supervisor (one position at the Center)
8. Intake Specialists (multiple positions at the Center and on Mobile Outreach team)
9. Full-time dedicated ADA Coordinator (one position at the Center)

C.5.1.25.2 Staffing Qualifications – The required Qualifications of the Contractor's professional staff are as follows:

1. Director: A minimum of a Bachelor's Degree from an accredited U.S. college or University 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. Demonstrated competencies in communication, strategic planning, problem solving, program management, team leadership, and knowledge of homeless programs and services.
2. Controller: A minimum of a Bachelor's Degree from an accredited U.S. college or University in accounting, finance or business from an accredited college; a minimum of five years of experience in accounting and non-profit financial management; strong working knowledge and experience using of accounting software and spreadsheets; knowledge of and experience using Federal OMB Circulars A-102, A-122, A-133, and 2CFR Parts 215,225, 230.

3. Program Director: A minimum of a Bachelor's Degree from an accredited U.S. college or University in social work, social services, business, management, health care, or a related field from an accredited college, a minimum of five years of management experience demonstrating capacity to manage an assessment/intake center. Demonstrated competencies in communication, strategic planning, problem solving, program management, team leadership, and knowledge of homeless programs and services.
4. Intake Supervisor: A minimum of a Bachelor's Degree from an accredited U.S. college or University in social work or any social science discipline. A minimum of five years experience conducting intakes or assessments. Demonstrated experience and capacity to supervise and manage an intake team.
5. Assessment Supervisor: A minimum of a Master's Degree from an accredited U.S. college or University in social work, or psychology. Currently licensed as an independent clinical social worker or psychologist in the District of Columbia. A minimum of five years clinical experience and two years experience conducting assessments. Demonstrated experience and capacity to supervise and manage an assessment team.
6. Assessment Specialist: A minimum of a Master's Degree from an accredited U.S. college or University in social work, or psychology. Currently licensed as a clinical social worker or psychologist in the District of Columbia, or currently licensed as a graduate social worker under the supervision of a currently licensed independent clinical social worker. A minimum of two years clinical experience and one year experience conducting assessments. Demonstrated experience and capacity to conduct clinical assessments.
7. Intake Specialist: A minimum of a Bachelor's Degree from an accredited U.S. college or University in social work, or any social science discipline. A minimum of two years experience conducting intakes or assessments. Demonstrated experience and capacity in conducting intakes.
8. ADA Coordinator: A minimum of a Bachelor's Degree from an accredited U.S. college or University; a minimum of three years experience as an Americans with Disabilities Act (ADA) Coordinator (or a position with similar responsibilities) with extensive knowledge of the Americans with Disabilities Act of 1990, as amended, reasonable accommodations processes and procedures, and a basic understanding of the ADA Accessibility Guidelines.

C.5.1.25.3 Background Checks

The Contractor shall conduct and/or facilitate criminal background checks for all employees, applicants for employment and volunteers working under any ensuing contract from this Solicitation. The Contractor shall submit all documentation related to background checks to the DHS CA upon request.

C.5.1.25.4 Substance Abuse Screening Checks

The Contractor shall test and/or facilitate testing of all employees, applicants for employment and volunteers working under any ensuing contract from this Solicitation for the use of controlled substances. The Contractor shall submit all documentation of the testing results to the DHS CA upon request.

C.5.1.25.5 The Contractor shall maintain written job descriptions, resumes, and annual evaluations on each staff person. The Contractor shall provide updated information to the CA within 30 days when there is a change in personnel.

C.5.1.25.6 The Contractor shall provide staff documents to the DHS CA upon request, and maintain them in a locked file with access by senior management staff and DHS monitors (see Section C.8).

C.5.1.25.7 The Contractor shall maintain an organizational chart that shows the reporting relationship and function of key staff persons and submit the chart upon request to the DHS CA.

C.5.1.25.8 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 CA. 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.5.1.25.9 The Contractor shall maintain a written individual personnel file for each contract staff member, which shall be made available the CA upon request, that will at minimum contain the following:

1. The application for employment,
2. Professional and personal references,
3. Copies of current required credentials and 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 and the Contractor's action with respect to these allegations,
8. The date and reason for the Contractor's actions if staff member is terminated.
9. Documentation of a current Tuberculosis Test.

C.5.1.25.10 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 The Contractor's ADA Coordinator will be responsible for the Contractor's compliance with the applicable laws/regulations/agreements. Examples include: receiving and processing reasonable accommodation requests; working with shelter/program staff to identify accessible beds/units as needed for clients; tracking the number and location of accessible beds/units throughout the continuum of care; working with the DHS ADA Coordinator to address ADA needs/issues that cannot be addressed internally; and, addressing any/all ADA complaints filed by clients that are directly related to the center.

C.6 PAYMENT PROCESSES

C.6.1 The District shall remit to the Contractor its awarded Monthly Service Fee, less any non-compliance deductions (disincentives), plus any earned incentive payment (see [Section C.7](#)), after the receipt and approval by the DHS Contract Administrator of the properly completed Service Requirement Compliance Documentation and invoice.

C.6.2 The Contractor shall document its compliance with all service requirements listed in Section C.5. The Service Requirement Compliance Documentation and Verification Chart, Section C.6.3.3, outlines the specific required documentation that the Contractor must submit to DHS to verify compliance, and the process DHS will utilize to verify Contractor compliance and the percentage of the Monthly Service Fee that will be deducted from the Contractor's payment for each service requirement that is not complied with. Percentages listed in the chart reflect the percentage of the total Monthly Service Fee to be deducted.

C.6.3 Non-compliance by the Contractor with any of the service requirements listed in Section C.5 will result in a reduction of the Monthly Service Fee payment in accordance with the Service Requirement Compliance Documentation and Verification Chart listed in Section C.6.3.3.

C.6.3.1 The maximum monthly deduction for non-compliance will not exceed fifty percent of the Monthly Service Fee. The non-compliance deductions are not the exclusive remedy available to the District for non-compliance with the requirements of the contract.

C.6.3.2 For any month the Contractor is assessed a non-compliance deduction, the Contractor will not be eligible to receive any incentive payment.

C.6.3.3 Service Requirement Compliance Documentation and Verification Chart

Service Requirement Citation	Service Requirement Description	Required Documentation	DHS Verification Process	Payment Reduction for Non-Compliance
C.5.1.1	Contractor shall operate the Center in compliance with all provisions listed in the Homeless Services Reform Act 2005, the District of Columbia Municipal Regulations for Shelter and Supportive Housing For Individuals Families, the Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act (DJ# 204-16-96) and the Program Description set forth in Section C.4.2.	Statements by Contractor in monthly report indicating compliance with all regulations and agreements listed in this requirement.	Review of reports, client interviews and/or monitoring visits by DHS staff.	4% reduction of the Monthly Service Fee for each documented violation.
C.5.1.2	Contractor shall operate the Center year round Monday through Friday from 8:00 am to 5:00 pm, except holidays and days where District Government is closed due to inclement weather.	Statement of operational hours and on-call protocol listed in monthly reports.	Visits to the Center, calls to the on-call number and client interviews by DHS staff.	2% reduction of the Monthly Service Fee per each day that the Contractor does not operate the Center as required.
C.5.1.2	When the Center is closed, the Contractor shall have staff on call to address emergency needs of clients on its caseload experiencing crisis after hours and/or on weekends.	Statement of operational hours and on-call protocol listed in monthly reports.	Visits to the Center, calls to the on-call number and client interviews by DHS staff.	2% reduction of the Monthly Service Fee for each day that the Contractor does not have staff on call as required.
C.5.1.4	Contractor shall conduct intake sessions with all single adults presenting for services (and/or who are residing in shelters within the Continuum of Care who have been identified for services though the Center) to determine eligibility for homeless services, need for prevention resources, the feasibility and appropriateness of prevention resources and their priority for placement.	Statements of compliance in monthly reports, completed intake forms highlighting needs, available resources and eligibility in client files.	Review of reports, review of client files, interviews with staff and interviews with clients.	4% reduction of the Monthly Service Fee for each documented client not served by the Contractor.

Service Requirement Citation	Service Requirement Description	Required Documentation	DHS Verification Process	Payment Reduction for Non-Compliance
C.5.1.5	Contractor shall create and maintain a mobile outreach team that shall go to each shelters to engage homeless single adults that have been identified as having been in shelter for at least 14 days or more and in need assistance to exit shelter after a referral is made. The mobile team shall provide these homeless single adults with all services provide onsite at the Center.	Listing of employees assigned to mobile outreach team. Summary of work performed by team and listing of clients served included in monthly reports.	Review of reports, client Interviews and shelter staff interviews.	2% reduction in the Monthly Service Fee for each shelter not visited each week by the Contractor.
C.5.1.7	Contractor shall conduct comprehensive assessments with each single adult with an initial determination of the highest priority for shelter to further determine the individual's eligibility and/or priority status (if necessary); identify an individual's strengths, needs and barriers to self-sufficiency and housing independence; determine if there are prevention resources available to divert the individual from shelter, or decrease the length of stay in shelter; and, identify the most appropriate shelter or housing placement for the individual when placement into the Continuum of Care is determined to be necessary. The results of the assessment shall be shared with the shelters/programs in which individuals are placed.	Completed assessment forms and all other related documents in client files.	Review of client files, client interviews and interviews with staff from shelters/programs where clients were placed.	4% reduction of Monthly Service Fee for each documented client not served by the Contractor.
C.5.1.8	The Contractor shall refer to, and assist with the facilitation of, a shelter or housing placement for homeless single adults determined by the Contractor to meet the highest priority for placement, taking into account the availability of shelter and housing placements.	Completed referral forms, intake forms and placement document in client files.	Review of documents and forms in client files, client interviews and interviews of staff from programs where placements were made.	4% reduction of Monthly Service Fee for each documented client not served by the Contractor.

Service Requirement Citation	Service Requirement Description	Required Documentation	DHS Verification Process	Payment Reduction for Non-Compliance
C.5.1.9	Contractor shall establish a clear factual record and have system of checks and balances for establishing shelter eligibility. When a clear eligibility determination cannot be made, and an individual has no other safe place to stay, the contractor may make a provisional shelter placement.	Written eligibility guidelines, protocols and procedures. Written process for overseeing compliance with guidelines and procedures. Completed intake and referral forms. Documents in client files highlighting their priority for shelter placement.	Review of guidelines, protocols, procedures, written process for overseeing compliance, completed intake and referral forms, as well as documents in client files highlighting their priority for shelter placement. Also, client interviews.	3% reduction of Monthly Service Fee for each month that the files and forms are deemed non-compliant by the Contract Administrator
C.5.1.10	During a provisional shelter placement, the Contractor will explore and verify all potential housing options that may be available to the individual and work to connect the individual with community resources to reduce the shelter stay to the minimum extent possible.	Completed client assessment forms, investigator reports, referral forms, contact notes and other documents highlighting compliance with this requirement.	Review of completed client assessment forms, investigator reports, referral forms, contact notes and other documents highlighting compliance with this requirement. Also, client interviews.	3% reduction of Monthly Service Fee for each documented client not served by the Contractor.
C.5.1.11	The Contractor shall coordinate with staff from shelter and housing programs within the Continuum of Care to share information on single homeless adults being placed and assist with the development of service plan service plans.	Completed assessment forms, contact notes, transmittals of information and completed service plans highlighting Contractor involvement with service plan.	Review of completed assessment forms, contact notes, transmittals of information and completed service plans highlighting Contractor involvement with service plan. Also, client interviews and interviews with staff from programs within the Continuum of Care.	2% reduction of Monthly Service Fee for each documented client not served by the Contractor.
C.5.1.12	Contractor shall work with single adults who are not offered a shelter placement to access resources that may divert them from shelter and address other identified needs.	Completed intake forms, contact notes, and completed referral forms highlighting compliance with this requirement.	Review of completed intake forms, contact notes, and completed referral forms highlighting compliance with this requirement. Also, client interviews.	2% reduction of Monthly Service Fee for each documented client not served by the Contractor.
C.5.1.13	Contractor shall compile all client and service data and input this information into the Homeless Management Information System.	Submission of client data and program information.	Monitoring of the data entered into the Homeless Management Information System.	1% reduction of Monthly Service Fee for each documented incident of missing and/or incomplete information that should have input by the Contractor.

Service Requirement Citation	Service Requirement Description	Required Documentation	DHS Verification Process	Payment Reduction for Non-Compliance
C.5.1.15	Contractor shall keep information concerning clients strictly confidential and shall not divulge information to unauthorized persons. Contractors must demonstrate an ability to maintain the confidentiality of client information and adhere to all applicable Federal and local confidentiality laws.	Written plan demonstrating ability to maintain the confidentiality of client information and adhere to all applicable Federal and local confidentiality laws.	Review of written plan, site visits, staff interviews and client interviews.	3% reduction of Monthly Service Fee for each documented incident of unauthorized access to a file.
C.5.1.16	Contractor shall submit all requested program and financial information to the CA upon request for evaluation and auditing purposes.	Timely submission of requested documents and information.	Receipt and review of submitted documents and information.	Monthly Service Fee will be withheld until required documentation is received CA.
C.5.1.18	Contractor shall monitor and evaluate activities of staff performing services under this solicitation. At a minimum, Contractor shall include a review of the appropriateness, quality and effectiveness of services, which shall include an assessment of client satisfaction with services provided.	Monthly reports including summaries of all activities undertaken to comply with this requirement as well as documents and forms (including completed client satisfaction forms) outlining processes and procedures outlined in requirement.	Receipt and review of reports, forms and documents. Monitoring visits, and interviews with staff and clients.	2% reduction of Monthly Service Fee for each documented client not served by the Contractor.
C.5.1.20	Contractor shall submit a monthly report to the CA by the 10th day of each month (reflecting activities for the previous month).	Timely submission of completed reports including all required information.	Receipt and review of reports.	Monthly Service Fee will be withheld until required documentation is received CA.
C.5.1.23 C.5.1.24	Contractor shall report unusual incidents by FAX or telephone immediately upon the occurrence of the incident to the DHS/FSA CA (or other designated DHS staff) no later than 12 hours or the next business day of the incident and in writing within 3 days after incident occurrence.	Timely submission of completed unusual incident reports.	Receipt and review of unusual incident forms. Interviews with clients and staff.	2% reduction of Monthly Service Fee for each documented incident that is not timely reported to DHS.
C.5.1.25	Staff Requirements	Statements and information in monthly reports attesting to compliance with this requirement. Documents included in employee files, as well as written protocols and procedures highlighting compliance with this requirement.	Review of Statements and information in monthly reports, documents included in employee files, as well as written protocols and procedures. Also, employee and client interviews.	2% reduction of Monthly Service Fee for each documented incident of missing and/or incomplete information or documentation.

C.6.4 Appeal of Non-compliance Deduction

- C.6.4.1** The Contractor shall have the right to appeal a decision made by DHS to reduce its Monthly Service Fee payment for non-compliance. The Contractor must submit in writing to the DHS Family Services Administrator a request to appeal a decision to reduce its Monthly Service Fee payment within 5 business days of receiving written notification from DHS of this decision. The appeal request must include a copy of the notification from DHS to reduce the Contractor's payment, an explanation/justification from the Contractor as to why it is disputing the decision and all documentation supporting the Contractor's appeal. The DHS Family Services Administrator shall review the Contractor's appeal request and make a decision on the appeal within 5 business days of receiving the appeal and any additionally requested supporting documents.
- 6.4.2 After receiving a decision on its appeal from the DHS Family Services Administrator, the Contractor may submit its appeal request to the DHS Director. The Contractor must submit in writing to the DHS Director its appeal request within 5 business days of receiving written notification from the DHS Family Services Administrator of his/her decision on the Contractor's initial appeal request. The appeal request to the DHS Director must include a copy of the appeal decision notification from the DHS Family Administrator and all documents and information submitted to the DHS Family Services Administrator in the Contractor's initial appeal request. The DHS Director shall review the Contractor's appeal request and make a decision on the appeal within 5 business days of receiving the appeal and any additionally requested supporting documents.
- 6.4.3** After receiving a decision on its appeal from the DHS Director, the Contractor may appeal the decision to the Contracting Officer. The Contracting Officer will review all pertinent documents and information and make a decision. The Contracting Officer's decision is final unless the Contractor files an appeal with the Contract Appeals Board in accordance with 27 DCMR.
- C.7 PERFORMANCE INCENTIVES**
- C.7.1** The Contractor shall be eligible to receive performance incentive payments in addition to its Monthly Service Fee. The performance goals that the Contractor must achieve to meet the requirement for receiving performance incentive payments are set forth in Section C.7.2. **The District does not guarantee that the Contractor will earn any incentive payment. For any month the Contractor is assessed a non-compliance deduction in accordance with Section C.6 above, the Contractor will not be eligible to receive any incentive payment.**
- C.7.2** The goals that the Contractor must achieve to receive performance incentive payments, and the methodology that DHS shall utilize to base performance incentive payment on, are listed below:

- C.7.2.1** Diversion: The primary goal for homeless single adults seeking shelter placement through the Center that are determined by the Contractor, in accordance with operational directives to be issued by DHS, to be most in need of shelter or housing placement is for the Contractor to divert them from placement in the Continuum of Care through arranging placement into a housing/shelter accommodation outside of the Continuum of Care. DHS will calculate the potential performance incentive payment on for this goal on the percentage of homeless single adults that seek shelter or housing placement through the Center that are determined by the Contractor to be the most in need of shelter or housing placement within the continuum of care that are diverted from shelter or other programs within the Continuum of Care through connection to prevention resources or other housing accommodations;
- C.7.2.2** Placement through Center intake: The primary goal for homeless single adults that are placed in shelter by the Contractor is for the Contractor to facilitate their exit from shelter into another housing accommodation outside the Continuum of Care within 2 weeks of initially placing them into shelter. DHS will calculate the potential performance incentive payment on for this goal on the number of homeless single adults that seek services at the Center that are initially placed into the Continuum of Care by the Contractor who exit within a 2 week time period from initial placement as a result of the services provided by the Contractor and placed into another housing accommodation outside the Continuum of Care with a minimum approved stay of 6 continuous months;
- C.7.2.3** Placement through shelter engagement: The primary goal for homeless single adults that are residing in shelter and engaged in services by the Contractor is for the Contractor to facilitate their exit from shelter into another housing accommodation outside the Continuum of Care within 2 weeks of the Contractor initially engaging them in services. DHS will calculate the potential performance incentive payment on for this goal on the number of homeless single adults that were residing in shelter within the Continuum of Care upon initial engagement by the Contractor who exit shelter within a 2 week time period from initial engagement as a result of the services provided by the Contractor and are placed into another housing accommodations outside the Continuum of Care with a minimum approved stay of 6 continuous months;
- C.7.3** DHS will issue performance incentive payments to the Contractor based on the submission of required documentation of the achievement of the goals listed in Section C.7.2. Specific required documentation and the process for verifying achievement of these goals is listed in the Performance Incentive Payment Chart in Section C.7.4.1.
- C.7.4** The Contractor shall be required to document the achievement of all performance incentive goals and DHS shall verify the achievement of these goals before the Contractor is issued payment. The chart listed below in Section C.7.4.1 outlines the required documentation that DHS will utilize to verify the achievement of each of the performance incentive goals listed in Section C.7.2.

C.7.4.1 Performance Incentive Goal Achievement Documentation Chart

Performance Incentive Goals	Required Documentation
Diversion (C.7.2.1)	Lease, housing program agreement or notarized letter from owner of housing accommodation verifying client placement. Signed statement from head of household verifying that Contractor’s assistance was the major reason for placement.
Placement through Center intake (C.7.2.2)	Lease, housing program agreement or notarized letter from owner of housing accommodation verifying client placement and approved length of stay. Signed statement from head of household verifying that Contractor’s assistance was the major reason for placement.
Placement through shelter engagement (C.7.2.3)	Lease, housing program agreement or notarized letter from owner of housing accommodation verifying placement and approved length of stay. Signed statement from head of household verifying that Contractor’s assistance was the major reason for placement.

C.7.5 Performance incentive payments are subject to maximum payment caps. The amount disbursed to the Contractor as a performance incentive payment will not exceed 5% of the Total Annual Firm Fixed Price Fee per quarter (3 consecutive months), nor exceed 20% of the Total Annual Firm Fixed Price Fee per year (12 consecutive month period).

C.7.6 The specific amount paid to the Contractor for the achievement of each performance incentive goal shall be based on specific goal achieved and the payment parameters for each performance incentive goal.

C.7.6.1 The payment parameter for the Section C.7.2.1 “*Diversion*” goal is the percentage of clients that the goal is achieved for each month in relation to the total number of clients that seek placement assistance for the same month that are determined by the Contractor as being most in need of shelter or housing placement within the Continuum of Care. The Contractor shall be issued payments for achievement of this goal on a monthly basis based on the total percentage of clients that this goal is achieved for. Specific payment amounts shall be based on the percentage of clients that this goal is achieved for and are listed in the Performance Incentive Payment Chart listed in Section C.7.7.1.

C.7.6.1.1 Example #1: If the Contractor assists 50 clients that are determined as being most in need of shelter or housing placement within the Continuum of Care in a month, and 24 are diverted from placement in the Continuum of Care through arranging placement into a housing/shelter accommodation outside of the Continuum of Care, then the Contractor would be eligible for a \$2,500 incentive payment for that month.

C.7.6.1.2 Example #2: If the Contractor assists 50 clients that are determined as being most in need of shelter or housing placement within the Continuum of Care in a month, and 26 are diverted from placement in the Continuum of Care through arranging placement into a housing/shelter accommodation outside of the Continuum of Care, then the Contractor would be eligible for a \$3,000 incentive payment for that month.

C.7.6.2 The payment parameter for the Section 7.2.2 “*Placement through Center intake*” goal is the number of clients that the goal is achieved for. The Contractor shall be eligible for a \$2,000 incentive payment for each client that achieves this goal.

C.7.6.3 The payment parameter for the Section C.7.2.3 “*Placement through shelter engagement*” goal is the number of clients that the goal is achieved for. The Contractor shall be eligible for a \$2,000 incentive payment for each client that achieves this goal.

C.7.7 The Contractor shall be eligible for performance incentive for the achievement and documentation of the specific performance incentive goals listed below:

C.7.7.1 Performance Incentive Payment Chart

Performance Incentive Goal	Percentage Thresholds	Payment for Achievement Percentage Threshold*	Payment per Client*
Diversion (C.7.2.1)	91% to 100% of clients diverted from placement in the Continuum of Care through arranging placement into a housing/shelter accommodation outside of the Continuum of Care	\$5,000	Not Applicable
	81% to 90% of clients diverted	\$4,500	Not Applicable
	71% to 80% of clients diverted	\$4,000	Not Applicable
	61% to 70% of clients diverted	\$3,500	Not Applicable
	51% to 60% of clients diverted	\$3,000	Not Applicable
	41% to 50% of clients diverted	\$2,500	Not Applicable
	31% to 40% of clients diverted	\$2,000	Not Applicable
	21% to 30% of clients diverted	\$1,500	Not Applicable
	10% to 20% of clients diverted	\$1,000	Not Applicable
Placement through Center intake (C.7.2.2)	Not Applicable	Not Applicable	\$2,000
Placement through Shelter engagement (C.7.2.3)	Not Applicable	Not Applicable	\$2,000

*Note: The amount disbursed to the Contractor as a performance incentive payment will not exceed 5% of the Total Annual Firm Fixed Price Fee per quarter (3 consecutive months), nor exceed 20% of the Total Annual Firm Fixed Price Fee per year (12 consecutive month period).

C.8 MONITORING AND EVALUATION

C.8.1 The CA and Department of Humans Service will monitor and evaluate the performance of Contractors in accordance with the scope of work and related service delivery standards as set forth in this solicitation. The CA and DHS program staff will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. Program staff and representatives from the DHS Office of Accountability will also make site-based monitoring visits and interview individuals receiving (or having received) services from the Contractor to get their feedback on the efficacy of the services provided.

- C.8.2** The Office of Accountability within the Department of Human Services will monitor Contractor compliance with the Homeless Services Reform Act of 2005 and all other applicable laws and regulations. Staff from the Office of Accountability will conduct a minimum of one annual monitoring review of each Contractor. Additionally, the Office of Accountability will receive and investigate unusual incidents and complaints related to the services provided by the Contractor.

*****END SECTION B*****

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number 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)

*****END SECTION E*****

SECTION F: PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1

The District may extend the term of this contract for a period of four one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least 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 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 years.

F.3 DELIVERABLES

CLIN / Section	Deliverable	Quantity	Format/Method of Delivery	Due Date
C.5.1.19	Process for receiving, investigating and addressing client complaints	1	Written and Electronic*	Within 30 days of contract award
C.5.1.16	Program and financial information requested by the CA.	As required	Written and Electronic*	Within 5 business days of request.
C.5.1.18	Quarterly report on staff performance	4	Written and Electronic*	Each Quarter of contract period
0001, 1001, 2001, 3001, 4001 (See C.5.1.20)	Monthly Service Report	12	Written and Electronic*	10 th day of each month by 12:00 Noon
0001, 1001, 2001, 3001, 4001 (See C.5.1.24 & C.5.1.24.1)	Unusual Incident Reports	As required	Written and Electronic*	Within 12 hours or the next business day after the incident
0001, 1001, 2001, 3001, 4001 (See C.5.1.21)	Annual Service Report	1	Written and Electronic*	Within 30 days after each 12 month contract period

*Formats to be mutually agreed upon by Contractor and DHS CA.

F.3.1 The Contractor shall submit to the District, as an additional deliverable, the report described in Section [H.5.5](#) of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

*****END SECTION F*****

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 Contract Administrator (CA) specified in Section G.9 below. The address of the CFO is:

Name: Kristie Steel
Agency Fiscal Officer
Address: Department of Human Services
64 New York Avenue NE 6th Floor
Washington, D.C. 20002
Telephone: 202.671.4242

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 No final payment shall be made to the Contractor until the Chief Financial Officer 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 shall remit to the Contractor its awarded Monthly Service Fee, less any deductions (see [Section C.6.2](#)) plus any Incentive payments (see [Section C.7](#)), after the receipt and approval of the Service Requirement Compliance Documentation and an invoice.

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.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

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:

Kenneth D. Hayslette
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202.724.4389

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 Contracting Officer 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 Contracting Officer 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.

*****END SECTION GB*****

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 Department of Employment Services ("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, Rev. 10, dated June 15, 2010*, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the Standard Contract Provisions. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.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 CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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.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 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 of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 (CO) its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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 CO 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 this contract any decision of the CO 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 programs and activities. See 29 U.S.C. § 794 *et seq*

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

During the performance of this 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.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 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 [Living Wage Act of 2006](#).

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 DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [Living Wage Act of 2006](#).

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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 DISTRICT RESPONSILBILITIES

H.9.1 The District will provide an initial orientation and basic training to contractor to enable it to fulfill its responsibilities.

H.9.2 The District will provide support, technical assistance and resources to the contractor to enable it to fulfill its responsibilities.

H.9.3 The District shall provide facility space for the operation of the Center. The exact location and details of the Center will be provided by DHS by April 2011.

H.9.4 The District will require that other shelters/program throughout the Continuum of Care adequately coordinate with the Contractor to facilitate referrals and placements.

*****END SECTION H*****

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, are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the Standard Contract Provisions go to [Standard Contract Provisions March 2007](#).

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

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name); and

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

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

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

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of

competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

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

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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.

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 disease; and \$500,000 for policy disease limit.

- B. 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:

Kenneth D. Hayslette / JSM
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: [202.724-4389](tel:202.724-4389)
Kenneth.Hayslette@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.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.3. 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.

END SECTION I

SECTION J: ATTACHMENTS

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination <i>number 2005-2103, Rev. 10, dated June 15, 2010</i>
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov 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 www.ocp.dc.gov click on "Solicitation Attachments"
J.9	Past Performance Evaluation Form
J.10	DHS Form 1243 Unusual Incident Report Form

*****END SECTION J*****

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, “District Employees Not To Benefit” will benefit from this contract.

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

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

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

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

*****END SECTION K*****

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written proposals should be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals should be printed in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, facsimile, nor electronic proposals will not be accepted. Each proposal should be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No.: **DCJA-2010-R-0004** "Operate an Individual Assessment Center".

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 three (3) separate sections:

- Section 1 – Technical Approach
- Section 2 – Past Performance
- Section 3 – Attachments

L.2.1.2 Section 1 – 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. The Offeror shall provide a narrative to describe the Offeror’s understanding of the required services (C.5) 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. Intakes and eligibility determinations
 2. Comprehensive assessments
 3. Mobile outreach
 4. Engagement
 5. Referrals and connections to supportive services and housing
 6. Coordination with other providers/programs within the Continuum of Care
- 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.

L.2.1.3 Section 2 – Past Performance

- a. The Offeror shall describe its experience with providing the required services as described in C.5 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.5 within the past 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 a minimum of 3 completed Past Performance Evaluation Forms provided as attachment J.12 from the list of contracts identified in L.2.1.2.c above.

L.2.1.4 **Section 3 – Attachments** The Offeror shall provide in this section the following documents and pertinent information:

- a. Signed 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 the date and time 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 in Section A.9, are "late" and shall be considered only if they are received before the award is made and one or more of the following circumstances apply:

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

L.3.2 **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference was held on September 3, 2010. The answers to the questions from the pre-proposal conference are incorporated in this document.

L.3.3 Withdrawal or Modification of Proposals

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

L.3.4 Postmarks

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

L.3.5 Late Modifications

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

L.3.6 Late Proposals

A late proposal, late modification or late request for withdrawal of a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals 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 in Section A10. 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* 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 nonresponsive 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 responsible for any cost or expense which may be incurred by any Offeror in preparing and submitting a proposal or offer, or any cost or expense incurred by any Offeror prior to the issuance of a signed purchase order or contract agreement.

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[<http://www.dcofc.org/node/15>] 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

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Kenneth D. Hayslette / JSM
Contracting Officer
Office of Contracting and Procurement
441 4th Street, NW, Suite 700S
Washington, DC 20001
Telephone: 202.724.4389
Kenneth.Hayslette@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 GENERAL 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.

*****END SECTION L*****

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)

M.3.1.1 Factor 1: Technical expertise Maximum of 40 Points

The Offeror has demonstrated its expertise to perform the services listed in this Solicitation by including documents and information the highlight.

- Position descriptions that meet the requirements as listed in Section C.5.1.25.3 **(Maximum of 10 points)**
- Resume's of staff outlining their qualifications and experience **(Maximum of 15 points)**
- Outline of organizational history and services performed **(Maximum of 15 points)**

M.3.1.2 Factor 2: Technical approach Maximum of 30 Points

- 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. **(Maximum of 5 points)**
- B.** The Offeror shall submit a narrative describing the Offeror's understanding of the required services (C.5) including knowledge and application of the Applicable Documents contained in C.2. **(Maximum of 5 points)**
- 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.** Comprehensive assessments **(Maximum of 5 points)**
 - 2.** Mobile outreach **(Maximum of 5 points)**
 - 3.** Engagement **(Maximum of 5 points)**
 - 4.** Intakes and eligibility determinations **(Maximum of 4 points)**
 - 5.** Referrals and connections to supportive services and housing **(Maximum of 4 points)**
 - 6.** Coordination with other providers/programs within the Continuum of Care **(Maximum of 4 points)**
- 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 **(Maximum of 3 points)**

M.3.1.3 Factor 3: Past performance Maximum of 10 Points

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 total price for all options as well as the base year 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:

$$\frac{\text{Lowest total priced proposal for base year plus all option years.}}{\text{Total price for base year plus all option years of proposal being evaluated}} \times 20 \text{ points} = \text{Evaluated price score}$$

M.3.3 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for base year plus the total price for all option years. 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.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 (see Section M.5 below), if any.

M.4 Reserved

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 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 offeror 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 offeror 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
<http://www.dslbd.dc.gov>

M.5.4.3 All offerors 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.

*****END SECTION M*****