

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Management Oversight - Homeless Services Continuum of Care			Page of Pages 1   115		
		2. Contract Number	3. Solicitation Number  DCJA-2010-R-0007	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued  8/18/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001 ATTN: James Marshall				
<small>NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"</small>							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Room 703S</u> until <u>2:00 p.m.</u> local time <u>17-Sep-10</u> <small>(Hour) (Date)</small>							
<small>CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 &amp; 16 as applicable. All offers are subject to all terms &amp; conditions contained in this solicitation.</small>							
10. For Information Contact	A. Name Jeanne Mirabile		B. Telephone (Area Code) 202 (Number) 727-2354 (Ext)			C. E-mail Address <a href="mailto:Jeanne.Sheridan@dc.gov">Jeanne.Sheridan@dc.gov</a>	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	83 - 90
X	B	Supplies or Services and Price/Cost	2-11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	12 - 39	X	J	List of Attachments	91
x	D	Packaging and Marking	40	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	41	X	K	Representations, certifications and other statements of offerors	92 -95
X	F	Deliveries or Performance	42 - 49				
X	G	Contract Administration Data	50 -55	X	L	Instructions, conditions & notices to offerors	96 -110
X	H	Special Contract Requirements	56 -82	X	M	Evaluation factors for award	111 -115
<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
 Government of the District of Columbia			Office of Contracting & Procurement				

---



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

**B.1 INTRODUCTION**

The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Human Services (DHS) (the “District”), is seeking a Contractor to provide management oversight for the homeless services continuum of care including a network of service providers to provide services to approximately 17,000 individuals who are homeless or at risk of becoming homeless in the District. The Contractor shall provide emergency shelter, transitional housing, and permanent housing with supportive services for homeless individuals and families in the District.

**B.2 CONTRACT TYPE**

The District contemplates award of cost reimbursement type contract.

**B.3 PRICE SCHEDULE****B.3.1 Base Year Period of Performance**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
0001	Administrative Management Oversight C.5.1	\$2,179,120.00*
0002	Supplies, Material & Equipment C.5.2	\$375,000.00
0003	Maintenance of District owned facilities C.5.3	\$660,000.00
0004	Security Services for Single Adults C.5.4	\$1,500,000.00
0005	Food Service – Single Adults C.5.5	\$1,500,000.00
0006	Hypothermia Shelters/Beds - Single Adults C.5.6	\$235,000.00
0007	Low-Barrier/Emergency Shelters/Beds - Single Adults C.5.7	\$2,950,000.00
0008	Temporary Shelters/Beds – Single Adults C.5.8	\$3,800,000.00
0009	Transitional Shelter/Programs – Single Adults C.5.9	\$1,600,000.00

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
00010	Emergency and Transitional Safe Shelter - Victims of Domestic Violence C.5.10	\$375,000.00
00011	District Permanent Supportive Housing - Single Adults C.5.11	\$5,700,000.00
00012	Homeless Services for Youth C.5.12	\$615,000.00
00013	Day/Feeding Programs – Single Adults C.5.13	\$250,000.00
00014	Temporary Shelters/Beds – Families C.5.14	\$550,000.00
00015	Transitional Housing (Site-Based) – Families C.5.15	\$830,000.00
00016	Transitional Housing (Scattered Sites) - Families C.5.16	\$3,500,000.00
00017	District Permanent Supportive Housing - Families C.5.17	\$1,530,000.00
00018	Transition Services C.5.25 (Base Year Only)	\$695,040.00

**\*Administrative Fee is not to exceed 8% of the total of all other line items excluding Transition Services**

**B.3.2 OPTION YEAR ONE (1)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
1001	Administrative Management Oversight C.5.1	\$3,110,000.00*
1002	Supplies, Material & Equipment C.5.2	\$500,000.00
1003	Maintenance of District owned facilities C.5.3	\$875,000.00
1004	Security Services for Single Adults C.5.4	\$2,00,000.00
1005	Food Service – Single Adults C.5.5	\$2,300,000.00
1006	Hypothermia Shelters/Beds - Single Adults C.5.6	\$600,000.00
1007	Low-Barrier/Emergency Shelters/Beds - Single Adults C.5.7	\$2,400,000.00
1008	Temporary Shelters/Beds – Single Adults C.5.8	\$7,500,000.00
1009	Transitional Shelter/Programs – Single Adults C.5.9	\$2,200,000.00
10010	Emergency and Transitional Safe Shelter - Victims of Domestic Violence C.5.10	\$430,000.00
10011	District Permanent Supportive Housing - Single Adults C.5.11	\$9,000,000.00
10012	Homeless Services for Youth C.5.12	\$820,000.00
10013	Day/Feeding Programs – Single Adults C.5.13	\$335,000.00

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
10014	Temporary Shelters/Beds – Families C.5.14	\$735,000.00
10015	Transitional Housing (Site-Based) – Families C.5.15	\$1,110,000.00
10016	Transitional Housing (Scattered Sites) - Families C.5.16	\$4,670,000.00
10017	District Permanent Supportive Housing - Families C.5.17	\$2,050,000.00

**\*Administrative Fee is not to exceed 8% of the total of all other line items**

**B.3.3 OPTION YEAR TWO (2)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
2001	Administrative Management Oversight C.5.1	\$3,203,300.00*
2002	Supplies, Material & Equipment C.5.2	\$515,000.00
2003	Maintenance of District owned facilities C.5.3	\$901,250.00
2004	Security Services for Single Adults C.5.4	\$2,060,000.00
2005	Food Service – Single Adults C.5.5	\$2,369,000.00
2006	Hypothermia Shelters/Beds - Single Adults C.5.6	\$618,000.00
2007	Low-Barrier/Emergency Shelters/Beds - Single Adults C.5.7	\$2,472,000.00
2008	Temporary Shelters/Beds – Single Adults C.5.8	\$7,725,000.00
2009	Transitional Shelter/Programs – Single Adults C.5.9	\$2,266,000.00
20010	Emergency and Transitional Safe Shelter - Victims of Domestic Violence C.5.10	\$442,900.00
20011	District Permanent Supportive Housing - Single Adults C.5.11	\$9,270,000.00

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
20012	Homeless Services for Youth C.5.12	\$844,600.00
20013	Day/Feeding Programs – Single Adults C.5.13	\$345,050.00
20014	Temporary Shelters/Beds – Families C.5.14	\$757,050.00
20015	Transitional Housing (Site-Based) – Families C.5.15	\$1,143,300.00
20016	Transitional Housing (Scattered Sites) - Families C.5.16	\$4,810,100.00
20017	District Permanent Supportive Housing - Families C.5.17	\$2,111,500.00

**\*Administrative Fee is not to exceed 8% of the total of all other line items**

**B.3.4 OPTION YEAR THREE (3)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
3001	Administrative Management Oversight C.5.1	\$3,299,399.00 *
3002	Supplies, Material & Equipment C.5.2	\$530,450.00
3003	Maintenance of District owned facilities C.5.3	\$928,287.50
3004	Security Services for Single Adults C.5.4	\$2,121,800.00
3005	Food Service – Single Adults C.5.5	\$2,440,070.00
3006	Hypothermia Shelters/Beds - Single Adults C.5.6	\$636,540.00
3007	Low-Barrier/Emergency Shelters/Beds - Single Adults C.5.7	\$2,546,160.00
3008	Temporary Shelters/Beds – Single Adults C.5.8	\$7,956,750.00
3009	Transitional Shelter/Programs – Single Adults C.5.9	\$2,333,980.00
30010	Emergency and Transitional Safe Shelter - Victims of Domestic Violence C.5.10	\$456,187.00
30011	District Permanent Supportive Housing - Single Adults C.5.11	\$9,548,100.00
30012	Homeless Services for Youth C.5.12	\$869,938.00
30013	Day/Feeding Programs – Single Adults C.5.13	\$355,401.50
30014	Temporary Shelters/Beds – Families C.5.14	\$779,761.50

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
30015	Transitional Housing (Site-Based) – Families C.5.15	\$1,177,599.00
30016	Transitional Housing (Scattered Sites) - Families C.5.16	\$4,954,403.00
30017	District Permanent Supportive Housing - Families C.5.17	\$2,174,845.00

**\*Administrative Fee is not to exceed 8% of the total of all other line items**

**B.3.5 OPTION YEAR FOUR (4)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
4001	Administrative Management Oversight C.5.1	\$3,398,380.97
4002	Supplies, Material & Equipment C.5.2	\$546,363.50
4003	Maintenance of District owned facilities C.5.3	\$956,136.13
4004	Security Services for Single Adults C.5.4	\$2,185,454.00
4005	Food Service – Single Adults C.5.5	\$2,513,272.10
4006	Hypothermia Shelters/Beds - Single Adults C.5.6	\$655,636.20
4007	Low-Barrier/Emergency Shelters/Beds - Single Adults C.5.7	\$2,622,544.80
4008	Temporary Shelters/Beds – Single Adults C.5.8	\$8,195,452.50
4009	Transitional Shelter/Programs – Single Adults C.5.9	\$2,403,999.40
40010	Emergency and Transitional Safe Shelter - Victims of Domestic Violence C.5.10	\$469,872.61
40011	District Permanent Supportive Housing - Single Adults C.5.11	\$9,834,543.00
40012	Homeless Services for Youth C.5.12	\$896,036.14
40013	Day/Feeding Programs – Single Adults C.5.13	\$366,063.55
40014	Temporary Shelters/Beds – Families C.5.14	\$803,154.35
40015	Transitional Housing (Site-Based) – Families C.5.15	\$1,212,926.97

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Not To Exceed Amount</b>
40016	Transitional Housing (Scattered Sites) - Families C.5.16	\$5,103,035.09
40017	District Permanent Supportive Housing - Families C.5.17	\$2,240,090.35

**\*Administrative Fee is not to exceed 8% of the total of all other line items**

**B.3.6 Grand Total**

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

**B.4 CBE REQUIREMENTS**

An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 15% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

## SECTION C SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE

The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Human Services (DHS) (the “District”), is seeking a Contractor to provide management oversight for the homeless services continuum of care including a network of service providers to provide services to approximately 17,000 individuals who are homeless or at risk of becoming homeless in the District. The Contractor shall provide emergency shelter, transitional housing, and permanent housing with supportive services for homeless individuals and families in the District.

### C.2 APPLICABLE DOCUMENTS

The following documents are applicable to the performance of the required services and are hereby incorporated by this reference. The Contractor shall provide the required services in accordance with the following documents and any future revisions:

Item #	Document Type	Title	Date
1	D.C. Law	Homeless Services Reform Act of 2005, as amended D.C. Official Code § 4-751.01 et seq.	2007
2	DC Municipal Regulations	Rules Relevant to Governing the Homeless Services Continuum of Care, including Title 29, Chapter 25 <a href="http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=29-25">http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=29-25</a>	2010
3	Federal Law	McKinney-Vento Homeless Assistance Act Federal Law No. 42 USC 11302 <a href="http://center.serve.org/nche/m-v.php">http://center.serve.org/nche/m-v.php</a>	1987
4	Federal Regulation	Homeless Management Information System (HMIS); Data and Technical Standards Final Notice <a href="http://www.homebaseccc.org/PDFs/HMIS/HMIS%20Aug%20HUD%20DV%20Guide.pdf">http://www.homebaseccc.org/PDFs/HMIS/HMIS%20Aug%20HUD%20DV%20Guide.pdf</a>	2004
5	Federal Guidelines	The 2005 Health and Human Services Poverty Guidelines <a href="http://aspe.hhs.gov/poverty/05poverty.shtml">http://aspe.hhs.gov/poverty/05poverty.shtml</a>	2005
6	Federal Guidelines	US Department of Agriculture USDA Model Food Code <a href="http://www.fda.gov/.../Food/FoodSafety/RetailFoodProtection/FoodCode/FoodCode2009/UCM189448.pdf">www.fda.gov/.../Food/FoodSafety/RetailFoodProtection/FoodCode/FoodCode2009/UCM189448.pdf</a>	1999
7	D.C. Law	D.C. Official Code §48-104, Subtitle 1. Food Food and Drug Enforcement	2004

Item #	Document Type	Title	Date
8	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) <a href="http://www.ada.gov/dc_shelter.htm">http://www.ada.gov/dc_shelter.htm</a>	2008
9	Chart	Program/Facility Inventory Chart (Attachment J.10)	2010
10	Federal Guidelines	Office of Management and Budget Circular A-122 and A-123 <a href="http://www.whitehouse.gov/omb/circulars/">http://www.whitehouse.gov/omb/circulars/</a>	Most Recent
11	DC Municipal Regulations	Title 14 Apartments	Most Recent
12	District Document	Homeless No More Plan; A Strategy for Ending Homelessness in Washington DC by 2014 <a href="http://www.ich.gov/slocal/plans/washingtondc.pdf">http://www.ich.gov/slocal/plans/washingtondc.pdf</a>	Most Recent
13	District Document	The Permanent Supportive Housing for the Chronically Homeless in the District of Columbia: Unit Generation Report <a href="http://ich.dc.gov/ich/frames.asp?doc=/ich/lib/ich/pdf/permanent_supportive_housing.pdf">http://ich.dc.gov/ich/frames.asp?doc=/ich/lib/ich/pdf/permanent_supportive_housing.pdf</a>	Most Recent
14	District Document	Strategic Action Plan to End Homelessness <a href="http://www.ich.dc.gov/ich/cwp/view,a,1395,q,577447.asp">http://www.ich.dc.gov/ich/cwp/view,a,1395,q,577447.asp</a>	Most Recent
15		Published Rules for the Homeless Continuum of Care	
16	Chart	Not To Exceed Price Chart (Attachment J.11)	2010

## C.5 DEFINITIONS

These terms when used in this RFP have the following meanings:

- C.5.1 Adequate nighttime residence** - A housing accommodation that is not likely to jeopardize the health, safety, or welfare of its occupants.
- C.5.2 Adult** - any individual who has reached the age of majority under District law as defined in section 46-101 of the D.C. Code; or qualifies as an emancipated minor under District Law.
- C.5.3 Administrative Review** – A legal process to determine a resolution as a result of a fair hearing request.
- C.5.4 Apartment** style is a housing unit that has separate cooking facilities and other basic necessities to enable families to prepare and consume meals; bathroom facilities for the use of the family; and separate sleeping quarters for adults and minor children in accordance with the occupancy standards of Title 14 of the D.C. Municipal Regulations.
- C.5.5 At-Risk Population** - Those persons who are in imminent danger of homelessness and are at risk of losing their permanent housing due to inhabitable living conditions and/or receipt of an eviction notice.

- C.5.6 Case Management** – A service that engages homeless individuals and families and provides assistance in: identifying barriers, needs and strengths; developing goals; identifying resources and support; and, connecting homeless individuals and/or families 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.5.7 Client** - An individual or family seeking, receiving, or eligible for publicly funded services within the Continuum of Care.
- C.5.8 Community for Creative Non-Violence** – A single adult shelter located at 425 2<sup>nd</sup> Street, N.W. managed by a Board of Directors.
- C.5.9 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.5.10 Day/Feeding Program** – A program or service that offers day respite and other services which may include: food, case management, social services, clothing, and referrals to other services.
- C.5.11 Department** - The District of Columbia Department of Human Services or any successor organizational unit (in whole or in part).
- C.5.12 Engagement** - Engagement occurs when each of the following occurs:
- a. a person who is homeless is willing to interact with a homeless services or mental health worker,
  - b. there are multiple contacts,
  - c. there is continuity in the contacts of either a referral or connection to another provider or the homeless person has an awareness of the role of the homeless services or mental health worker, and
  - d. there is a record of the contacts.
- C.5.13 Homeless** - A person or persons 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.5.14 Family** – A group of individuals with at least one minor or dependent child, regardless of blood relationship, age, or marriage, whose history and/or statements reasonably tend to demonstrate that they intend to remain together as a family unit; or a pregnant woman in her third trimester.

- C.5.15 Homeless No More Plan** –The ten year comprehensive plan to end homelessness by preventing and improving the quality of life for all residents in the District of Columbia (Applicable Document #12)
- C.5.16 Homeless Person or Family**– An individual or family who:
- a. Lacks a fixed, regular, and adequate nighttime residence or the financial ability to immediately acquire one, 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 has a primary nighttime residence that is:
  - b. A supervised publicly or privately operated shelter or transitional housing facility designed to provide temporary living accommodations; or
  - c. A public or private place not designed for, ordinarily used as, a regular sleeping accommodation for human beings.
- C.5.17 The District of Columbia’s Permanent Supportive Housing Program** – District operated program encompassing an innovative approach to ending homelessness for chronically homeless individuals and families with histories of homelessness who are vulnerable. Elements of the program include: identifying the most vulnerable homeless individuals and families who have been homeless the longest and moving them quickly into permanent housing with rental subsidies and ongoing case management/supportive services.
- C.5.18 Hypothermia Shelter/Beds** - A public or private building that the District shall make available whenever the actual or forecasted temperature, including the wind chill factor, falls below 32 degrees Fahrenheit, in order to provide 24-hour shelter to families and 24 hour shelter to individuals (during aforementioned weather conditions only) who are homeless and cannot access other shelter. Specific beds may be designated as *hypothermia beds* at shelters, facilities and programs that are not categorized as hypothermia shelters. Hypothermia shelters/beds may be designated as seasonal (once opened initially they shall stay open every night for the season) or alert only (only open when hypothermia alerts are called). Hypothermia shelters/beds may be used (at the discretion of the District) outside of the season based on need.
- C.5.19 Interagency Council on Homelessness (ICH)** - The city-wide council made up of District agency directors, representatives from the homeless provider community, homeless advocates and current/formerly homeless individuals. The council is chaired by the City Administrator and formulates policy for homeless services. It is mandated by the Homeless Services Reform Act.
- C.5.20 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.5.21 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.5.22 Permanent Supportive Housing** - Program/service which 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.5.23 Point in Time Survey** – An annual regional enumeration of the homeless population conducted by the Metropolitan Washington Council of Governments (COG) for persons who are living on the streets, in emergency shelters, in transitional and permanent housing, or otherwise homeless and in need of help to obtain safe shelter.
- C.5.24 Prevention Services** - Those services that assist persons in crisis while creating new resources and service methodologies that reduce the incidence of crisis and prevent an individual or family from becoming homeless. Services typically include financial assistance.
- C.5.25 Provider** - An individual, firm, partnership, corporation, or other organization selected by the contractor to serve as a subcontractor and to provide shelter and/or supportive services to homeless persons.
- C.5.26 Resident of the District** - An individual or family who is living in the District of Columbia voluntarily, not for a temporary purpose, and has no current intention of moving from the District. The term “resident of the District” shall be interpreted and applied in accordance with section 4-205.03 of the D.C. Code.
- C.5.27 Scattered Site** - Housing that is scattered in multiple buildings/homes/sites. Typically privately owned/operated buildings/homes that are leased to program clients by the landlord and the program provides rental subsidies.
- C.5.28 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.5.29 Service Plan** - A written plan, 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; these goals and objectives are based on the client’s individually assessed needs, desires, strengths, resources, and limitations.
- C. 3.30 Service Provider** – Contractor or subcontractor that provides direct shelter and related services.
- C.5.31 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.5.32 Site Based** - A housing/homeless program that is centralized in one building/facility
- C.5.33 Supportive housing** - Transitional housing and permanent supportive housing.
- C.5.34 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.5.35 Temporary shelter** – Non permanent shelter accommodation that falls into one of the following

types:

- a. A housing accommodation for individuals who are homeless that is open either twenty-four (24) hours or at least twelve (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; or
- b. A twenty-four (24) hour apartment style housing accommodation for individuals or families who are homeless, other than a severe weather shelter, provided directly by, or through contract with or grant from, the District, for the purpose of providing shelter and supportive services; or
- c. A housing accommodation for individuals who are homeless that is open either twenty-four (24) hours or at least twelve (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 with a specific focus on a target population (e.g., working men seniors, veterans etc.), a specific focus on issue/barrier for the homeless (e.g., mental health, disabilities, etc.) or both. These facilities programs are considered “*specialty programs/shelters.*” DHS, the Contractor and subcontractors shall partner with Federal and other District agencies (e.g., U.S. Department of Veterans Affairs, DC Department of Health, DC Department of Mental Health, DC Office on Aging, etc.) to connect clients in specialty shelters to mainstream services provided by these agencies. Additionally, as designated by DHS, the Contractor shall ensure that subcontractors at specialty shelters are certified to receive reimbursements for direct services provided to clients as applicable.

**C.5.36 Toiletries** – a personal care kit which may include soap, shampoo, shaving cream, razor, deodorant, tooth paste and tooth brush,

**C.5.37 Transitional Housing** - A twenty-four (24) hour housing accommodation provided directly by, or through contract with or grant from, the District, for individuals and families who are homeless; require a structured program of supportive services for up to two (2) 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.4 BACKGROUND**

**C.4.1** In 1993, the U.S. Department of Housing and Urban Development designated the District of Columbia and five other cities as pilots for the development of a “continuum of care” to transform services for persons who were homeless from systems focused on emergency services to comprehensive service delivery systems. The continuum of care services included outreach, assessment, treatment and support services across an array of emergency, transitional and permanent housing. The District implemented its D.C. Homeless Initiative through a partnership with the U.S. Department of Housing and Urban Development and a local, non-profit agency, The Community Partnership for the Prevention of Homelessness. By the end of the D.C. Initiative in 1999, local agencies, supported by substantial funding from the District and federal governments, transformed the homeless system. Under the Continuum of Care, the homeless system was

transformed from exclusive reliance upon an emergency shelter system to a system in which transitional and permanent supportive housing constituted 52% of the housing available to persons who were homeless.

- C.4.2** Between 1999 and 2004, the District’s continuum of care was managed under a competitively awarded grant. Since 2005, the District’s continuum has been managed under a competitively awarded requirements contract. That contract is set to expire effective September 30, 2010. The continuum has grown since to include more low-barrier, temporary, transitional and permanent supportive housing capacity. The District’s homeless services continuum of care currently serves over 16,000 persons who are homeless annually. Additionally, the Homeless Services Reform Act of 2005 (Applicable Document #1) has influenced the way homeless services are provided in the District in many ways, some of which include: creating a right to shelter during hypothermia alerts, setting standards for services, and establishing an Interagency Council on Homelessness (ICH).
- C.4.3** In December 2004, the District published *Homeless No More: A Strategy for Ending Homelessness in Washington DC by 2014* (Applicable Document #12). This ten-year plan to end homelessness recommended three policy goals: 1) increasing mainstream prevention efforts for adults and families with children within local and federal governments; 2) developing and/or subsidizing at least 6,000 net additional units of affordable housing and supportive permanent housing to meet the needs of the city’s homeless and other very low-income persons at risk of homelessness; and 3) providing wrap-around mainstream supportive services fully coordinated with Continuum of Care programs and special needs housing.
- C.4.4** Under the leadership of Mayor Fenty, the District has made strides in the implementation of the *Homeless No More Plan* (Applicable Document #12). In 2007, the District’s Department of Human Services led an interagency effort to replace congregate family shelter with apartment living coupled with supportive services for families experiencing the longest episodes of homelessness. The District moved forward with an implementation plan for the creation of permanent supportive housing in fulfillment of the *Homeless No More* commitment to create 2,500 net new units of permanent supportive housing (PSH) by 2014. The *Permanent Supportive Housing for the Chronically Homeless in the District of Columbia: Unit Generation Report* (“the Report”) (Applicable Document #13) outlines the production schedule as well as the strategies the District will employ in creating PSH capacity. This document, produced in collaboration with Corporation for Supportive Housing plans for the development of the remaining 2,240 net new units of permanent supportive housing by 2014. This included 1,835 units for individuals (a combination of efficiencies, studio and one-bedroom units) and 405 units for families (a combination of two-bedroom and three-bedroom units). The Report recommended generating 65% of the units through scattered site/leasing and 35% through rehabilitation and new construction of units.
- C.4.5** In 2008, Mayor Fenty established the District’s Permanent Supportive Housing Program. The program provides intensive case management supports and scattered-site housing to the District’s most vulnerable chronically homeless individuals and families. The Housing First program has received national attention for the efficiency and effectiveness for which government agencies and community organizations can collaborate to rapidly transition the neediest individuals and families to stable housing. In July, 2011, the program will have ended homelessness for more than 1,000 households and has a 95% retention rate. The success of this initiative has generated additional program resources including a \$17 million Federal appropriation and the first intergovernmental

agreement with a VA Medical Center for the administration of PSH for veterans in the HUD/VASH program.

**C.4.6** In April 2010, continuing the focus on reengineering the homeless services system to enhance services and accountability and maintain emphasis on solutions to homelessness, the ICH adopted the *Strategic Action Plan to End Homelessness* (Applicable Document #14) The Strategic Plan outlines a set of policies and strategies that will guide the District’s activities related to homelessness over the next five years. The plan articulates the District’s commitment to being a national model in its approach to homelessness by preventing homelessness whenever possible, and addressing the needs of our homeless neighbors by creating an individualized approach that improves well-being while moving people out of homelessness as rapidly as possible. The intent of the Strategic Action Plan is to provide a vision for the future, to refine the policies of *Homeless No More: A Strategy for Ending Homelessness in Washington, D.C. by 2014*, (Applicable Document #12) and to reflect lessons learned and current best practices. The plan reflects the input of a broad group of community stakeholders. The Plan’s implementation will include an increased emphasis on both prevention and diversion to stop people from becoming homeless. The plan also emphasizes the need to create permanent housing solutions to help people exit from homelessness as quickly as possible. To achieve these goals, each program will focus on the particular strengths and needs of individuals. This will require strong outreach services and assessment procedures, qualified and compassionate staffing, and enhanced systems of accountability through performance-based contracting. The services procured in this request are a critical component of the implementation of the strategic plan and the redesign of homeless services in the District.

## **C.5 REQUIREMENTS**

The Contractor shall provide management oversight for the District’s continuum of care for the homeless services in accordance with the applicable laws and statues listed in Section C.5, Applicable Documents. In addition, the Contractor shall ensure that all subcontractors to perform services under this solicitation perform the requirements of their respective subcontracts in accordance with applicable laws and statues listed in Section C.5, Applicable Documents.

### **C.5.1 Administrative Management Oversight: (CLIN 0001)**

**C.5.1.1** The Contractor shall maintain an office within the District of Columbia of sufficient size to support the management of the homeless services network and provide space for staff, training, meetings, and files.

**C.5.1.2** The Contractor shall have the capacity to assume responsibility for managing the shelter network within 30 days of contract award and will work with the former Contractor (if applicable) to ensure a smooth transition of management functions.

**C.5.1.3** The Contractor shall establish a competitive system for awarding subcontracts to providers that will provide for; hypothermia services; emergency shelter; temporary shelter, transitional housing and a range of services to help transition residents to move toward self sufficiency; and permanent housing. The Contractor shall provide to the Contracting Officer’s Technical Representative (COTR) a copy of all solicitation requests.

**C.5.1.4** The Contractor shall establish and maintain a financial management system for the monthly disbursement of payments to providers in the homeless network.

- C.5.1.5** The Contractor shall comply with the guidelines of the Office of Management and Budget (OMB) Circular A-133 and A-122. The Contractor shall comply with, and ensure its sub-contractors comply with, all provisions of the Homeless Services Reform Act of 2005, as amended (HSRA), the implementing regulations, and any subsequent amendments to the HSRA or implementing regulations. The Contractor shall comply with, and ensure its sub-contractors comply with, all provisions of the Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act (DJ# 204-16-96).
- C.5.1.6** The Contractor shall provide (and ensure that its subcontractors provide) homeless services in accordance with policies, standards and best practices as developed and/or approved by DHS.
- C.5.1.6.1** The Contractor shall ensure that its subcontractors promote a climate where staff are well trained and respectful of clients.
- C.5.1.6.2** The Contractor shall ensure that its subcontractors reinforce a culture of hospitality and customer service to create the foundation for trust and empowering clients.
- C.5.1.6.3** The Contractor shall ensure that its subcontractors share information with intake/service centers (as applicable) to enable effective outreach and connection to services. The Contractor shall ensure that its subcontractors effectively monitor the appropriateness of their programs/services for clients and refer clients to other programs/services when those programs/services are deemed to be more appropriate.
- C.5.1.7** The Contractor shall provide oversight and monitoring of the shelter/program services for compliance with contract specifications.
- C.5.1.8** The Contractor shall establish a monitoring capacity that will confirm that the shelter network facilities have a Certificate of Occupancy, maintain safe facilities that and are in compliance with fire safety requirements, maintain required documentation, maintain case records, provide case management services, maintain personnel records, provide required staff training, and provide for customer feedback.
- C.5.1.9** The Contractor shall maintain clients' records at shelter/housing facilities (or Contractor/provider office when applicable) that include basic case management forms and documentation, including but not limited to: Eligibility Determination (either homeless, disabled, or from a targeted population); Intake Information; Resident Contract; House Rules; Listing of Rights and Responsibilities; Release of Information Form; Initial Assessment; Case Management Plan; Documentation of Escrow and Escrow balance; and Case Notes.
- C.5.1.10** The Contractor shall establish a monitoring capacity that will confirm that the shelter network facilities have a Certificate of Occupancy, maintain safe facilities that are in compliance with fire safety requirements, maintain required documentation, maintain case records, provide case management services, maintain personnel records, provide required staff training, and provide for customer feedback.
- C.5.1.11** The Contractor shall maintain clients' records at shelter/housing facilities (or Contractor/provider office when applicable) that include basic case management forms and documentation, including but not limited to: Eligibility Determination (either homeless, disabled, or from a targeted population); Intake Information; Resident Contract; Program Rules; Listing of Rights and

Responsibilities; Release of Information Form; Initial Assessment; Case Management Plan; Documentation of Escrow and Escrow balance; and Case Notes.

- C.5.1.12** The Contractor shall ensure that clients who present himself or herself as being disabled and unable to seek employment are referred for disability benefits.
- C.5.1.13** The Contractor shall develop, submit and implement a monitoring plan to ensure that each program, service and subcontractor operates in compliance with all applicable laws, regulations, practice standards and provisions listed in Section C.5 of this solicitation. The Contractor shall provide the COTR with the monitoring plan within 30 days of contract award. The Contractor must submit to the COTR documentation on a monthly basis of the implementation, findings and actions to cure deficiencies related to the monitoring plan. The Contractor shall ensure that all programs for which it has oversight for complies with the requirement for developing program rules that are in compliance with the HRSA and the published rules for the homeless continuum of care. These rules must be submitted annually (by the date designated by DHS) to, and approved by, DHS. The Contractor shall assist DHS staff with its annual monitoring of all programs under the continuum of care. DHS monitoring shall be specific to program compliance with HRSA, and the Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act (DJ# 204-16-96). The Contractor shall also assist DHS with and any/all investigations of complaints, as well as assist with the resolution of complaints.
- C.5.1.14** The Contractor shall monitor and confirm that Temporary Assistance for Needy Families (TANF) transfer funds are earmarked for serving children or their families who are TANF eligible as required by the U.S. Department of Health and Human Services. The Contractor shall provide the COTR with documentation on TANF earmarking requirements for eligible families within six months of contract award.
- C.5.1.15** The Contractor shall complete a monitoring report following each site visit that identifies deficiencies and includes a corrective action plan, as needed. The Contractor shall provide the COTR with the deficiencies and the corrective action plans on a monthly basis.
- C.5.1.16** The Contractor shall implement the corrective action plans and shall provide to the COTR the updated corrective action plans on a monthly basis.
- C.5.1.17** The Contractor shall maintain all monitoring reports on file.
- C.5.1.18** The Contractor shall conduct an annual Customer Satisfaction Survey of the homeless clients and provide to the COTR a sampling of the Customer Satisfaction Survey within 30 days of completion.
- C.5.1.19** The Contractor shall provide homeless shelter sites that are safe and secure by providing security services for low-barrier shelter and other shelters/programs as needed.
- C.5.1.20** The Contractor shall ensure that all provisions of the Americans with Disabilities Act and the settlement agreement between DHS and the U.S. Department of Justice (DJ# 204-16-96) is complied with by all contractors/service providers within the continuum of care.
- C.5.1.21** The Contractor shall establish and maintain the capacity to provide and execute Emergency Preparedness Plans for homeless individuals and families in the event that there is a disaster or declared emergency. The Contractor shall provide to the COTR an executed Emergency

Preparedness Plan within 120 days of contract award.

- C.5.1.22** The Contractor shall provide Emergency Preparedness training to service provider staff to ensure readiness when there is a disaster or declared emergency. The Contractor shall provide to the COTR documentation of Emergency Preparedness training within 120 days of contract award.
- C.5.1.23** The Contractor shall maintain a back-up site that will ensure the continuation of operations in the event that a disaster or catastrophe destroys or makes unusable the administrative offices of the Contractor. The Contractor shall provide to the COTR documentation of a back up site within 120 days of contract award.
- C.5.1.24** The Contractor shall facilitate public/private collaborations to ensure that services are coordinated and both public and private funds and resources are made available to address the needs of the homeless population.
- C.5.1.25** The Contractor shall represent the District of Columbia on the Council of Governments Homeless Committee within 30 days of contract award.
- C.5.1.26** The Contractor shall facilitate the annual Point in Time survey of homelessness (which is generally conducted in annually in January) and shall provide preliminary findings to DHS within 40 days and publish an annual report of statistical findings within 120 days of completion of the survey.
- C.5.1.27** The Contractor shall ensure that all shelter and housing programs for which it has oversight responsibility for reports capacity and required client information to the appropriate contractor/provider for input into the Homeless Management Information System (HMIS).
- C.5.1.28** The Contractor shall conduct bi-annual fire safety checks of their respective shelter facilities and maintain fire inspection records to document compliance. The Contractor shall provide to the COTR documentation of fire safety checks on a bi-annual basis.
- C.5.1.29** The Contractor shall in compliance with fire safety requirements at all facilities as specified below:
- C.5.1.29.1** **Fire Extinguishers:** The Contractor shall require having functioning fire extinguishers at all shelter facilities in the following areas: kitchens, laundry rooms, and hallways or common open space. In addition, all apartment units shall have at least one apartment-size fire extinguisher. All fire extinguishers are to be serviced yearly by a licensed professional fire extinguisher company. When serviced, each fire extinguisher will be tagged and dated. A copy of the service contract shall be available to be given to the COTR on a quarterly basis.
- C.5.1.29.2** **Fire Alarm Systems:** The Contractor shall service all fire alarm systems annually at those shelters that have fire alarm systems, by a licensed professional company. When serviced, fire alarm systems are tagged and dated. A copy of the service contract shall be available to be given to the COTR on a quarterly basis.
- C.5.1.29.3** **Smoke Detectors:** The Contractor shall provide smoke detectors in all shelter facilities in the following areas: all sleeping areas, communal areas, laundry rooms, and kitchens. This includes both adult and family shelters. All battery operated smoke detectors will be tested during the fire safety checks conducted by DHS and the Contractor. Hardwire smoke detectors are to be serviced annually by a licensed professional company. A copy of the service contract should be given to the COTR on a quarterly basis.

- C.5.1.29.4 Fire Sprinkling Systems:** The Contractor shall service annually those facilities that have sprinkling systems, by a licensed professional company. Normally these systems are connected to a hardwire smoke detector and the inspection is completed for both systems at the same time. A copy of the service contract should be given to the COTR on a quarterly basis.
- C.5.1.29.5 Evacuation Plans:** The Contractor shall have posted evacuation plans (a diagram of the facility directing the residents where to exit in case of a fire) at all shelter facilities. The evacuation plans shall be posted in all areas near exits and exit signs, fire extinguishers, and fire escapes.
- C.5.1.29.6 Fire Drill Logs:** The Contractor shall conduct fire drills at all shelter facilities every thirty (30) to sixty (60) days to ensure the safety of the residents and staff. Following each fire drill, a fire drill form shall be completed and filed for review in a fire drill logbook. Fire drill logs should include the following information on the form:
- a. Time and date of fire drill.
  - b. Number of participants (staff and residents).
  - c. Weather conditions.
  - d. Signature line and a line with name printed.
  - e. How much time it took for everyone to leave the building.
- C.5.1.29.7 Exit Signs:** The Contractor shall have exit signs at all exits. Electrical exit signs should have working lights bulbs and operating correctly. Paper exit signs are to be properly posted and secured over or near exit doors.
- C.5.1.29.8 Facility Requirements:** All facilities shall meet the following requirements:
- a. The Contractor shall provide facilities for use as shelters that meet all applicable Federal, state, and local regulations for their intended use throughout the duration of the contract.
  - b. The Contractor shall keep all required permits and licenses current. The Contractor shall provide to the COTR documentation of new permits and licenses on a quarterly basis.
  - c. The Contractor's failure to ensure license and permit compliance shall constitute a failure to perform under the contract and may serve as a basis for termination of this contract due to default.
  - d. The Contractor shall provide supplies and services routinely needed for maintenance and operation of the facility, such as janitorial or trash pick-up.
- C.5.1.30 Records:**
- C.5.1.30.1** The Contractor shall develop, within 30 days of the contract award, a system for maintaining subcontractor records that shall include:
- a. A signed copy of the subcontract
  - b. The scope of work
  - c. Measurable goals and objectives
  - d. Program budget
  - e. Program personnel list
  - f. Job descriptions
  - g. Organizational chart
  - h. Organizational budget
  - i. Organization's most recent annual report

- j. Certificate of Occupancy
- k. Business license
- l. Signed certification of agency's fiscal controls
- m. Lease agreements
- n. Insurance policies
- o. Drug free workplace policy
- p. Evidence of coordination and collaborative agreements
- q. Lead based paint disclosure form
- r. Certification of participation of formerly homeless individual on board or advisory board
- s. Certification of good standing to operate in the District of Columbia from the Department of Consumer and Regulatory Affairs
- t. Signed copy of the most recent audit or financial report

**C.5.1.30.2** The Contractor shall submit an annual audit report to the COTR and shall ensure that providers submit an annual audit or financial report, per the directive of the D.C. Office of the Inspector General. The Contractor shall sanction the providers that do not comply or the Contractor shall be sanctioned for not enforcing the audit requirement. Sanctions shall be the withholding of payment until the requirement is met. The sanction may be effective thirty days after the audit request is due for the Contractor and the providers.

**C.5.1.30.3** The Contractor shall maintain case records for individuals and families with children. The record shall include, but are not limited to:

- a. Eligibility documentation
- b. Intake information
- c. Resident contract
- d. House rules
- e. Rights and Responsibilities
- f. Authorization to release information
- g. Assessments
- h. Case management plan
- i. Information about escrow accounts
- j. Case notes
- k. Documentation of services that ensure the assistance with housing searches, health care or referral for health services, employment searches, education or job training, and regular contacts with case managers.

**C.5.1.31 Inter-Agency Council on Homelessness**

**C.5.1.31.1** The Contractor shall have a representative serve on, attend the meetings of and participate in the District's Inter-Agency Council on Homelessness.

**C.5.1.31.2** The Contractor shall have a representative serve on, attend the meetings of and participate in all sub-committees of the District's Inter-Agency Council on Homelessness.

**C.5.1.32 Reports**

**C.5.1.32.1** The Contractor shall submit monthly reports to the COTR regarding the progress towards task completion and scope of service requirements. The quarterly report shall include information on services to single adults and families in Section C.5, Contract Requirements; Sections C3.4

through C.5.18.

- C.5.1.32.2** The Contractor shall report unusual incidents by FAX or telephone immediately upon the occurrence of the incident to the DHS/FSA COTR (or other designated DHS staff) no later than hours or the next business day of the incident and in writing within three (3) days after incident occurrence. The report shall be on the DHS Form 1243, Unusual Incident Report Form, see Section J.
- C.5.1.32.3** An **unusual incident** is an event that affects staff (Contractor employees or network provider staff) or customers and is significantly different from the regular routine or established procedures. Examples of these incidents include, but are not limited to:
- a. Unusual death;
  - b. Injury;
  - c. Unexplained absence of a client;
  - d. Physical, sexual, or verbal abuse of a client by staff or other clients;
  - e. Staff negligence;
  - f. Fire;
  - g. Theft, destruction of property, or sudden serious problems in the physical facility;
  - h. Complaints from families of clients;
  - i. Requests for information from the press, attorneys, or government officials outside of DHS staff involved with the contract; and
  - j. Client behavior requiring attention of staff not usually involved in their care.
- C.5.1.32.4** The Contractor shall submit a final report to the DHS/FSA COTR no later than the 30th day after expiration of the contract. This report will summarize all service delivery data, accomplishments, issues, and recommendations
- C.5.1.33**     **Protection of Clients' Rights**
- C.5.1.33.1** The Contractor shall establish Program rules for shelter facilities within 30 days of the contract award and shall post these rules in common areas, including dining rooms, meeting areas, common hallways and administrative offices, in each shelter facility.
- C.5.1.33.2** The Contractor shall establish procedures for filing grievances within 30 days of the contract award and shall post these procedures in common areas, including dining rooms, meeting areas, common hallways and administrative offices, in each shelter facility.
- C.5.1.33.3** The Contractor shall create, monitor and follow-up on call received form, a complaint hotline for clients and list this information and phone number prominently at all shelter/program facilities.
- C.5.1.33.4** The Contractor shall comply with applicable Federal and District statutes and regulations, including eligibility determination, client due process rights to an Administrative Review and Fair Hearing, and non-discrimination.
- C.5.1.33.5** The Contractor shall provide representation before the Office of Administrative Hearings to represent the Contractor and on behalf of the provider, upon request, if the client requests a fair hearing.
- C.5.1.33.6** The Contractor shall ensure that no shelter or housing program, without prior approval from the Contractor, stores or otherwise handles client medications, except upon request by the client as a

reasonable accommodation.

#### **C.5.1.34 Staff Requirements**

**C.5.1.34.1** The Contractor shall ensure that sufficient professional staff is available to provide training, technical assistance, oversight and monitoring of providers in the shelter network. The Contractor shall ensure that all staff shall have a tuberculosis test. At a minimum, the Contractor's professional staff shall include:

1. Executive Director
2. Controller
3. Homeless Management Information System (HMIS) Program Coordinator
4. Full-time dedicated ADA Coordinator
5. Administrative Review Officer
6. Attorney/Legal Consultant
7. Program Monitor
8. Program Operations Officer
9. Liaison Officer
10. Program Analyst
11. Client Outreach Specialist

**C.5.1.34.2 Qualifications** – The required Qualifications of the Contractor's professional staff are as follows:

1. Executive Director: A minimum of a Bachelor's Degree in social work, social services, business, management, health care, or a related field from an accredited college, a minimum of ten years of management experience demonstrating capacity to develop and implement a network of service providers. Demonstrate competencies in communication, strategic planning, problem solving, financial management, team leadership, and knowledge of homeless programs and services.
2. Controller: A minimum of a Bachelor's Degree in accounting, finance, or business from an accredited college; a minimum of five (5) years of experience in accounting and non-profit financial management. A strong working knowledge of accounting software and spreadsheets and Federal OMB Circulars.
3. Homeless Management Information System (HMIS) Program Coordinator: A minimum of a Bachelor's degree in business administration, computer science, or a related field from an accredited college. A minimum of three (3) years of experience in data base applications, provision of Help Desk Assistance to users, and software training. Knowledge of federal Homeless Management Information System data element requirements and safeguards.
4. ADA Coordinator: A minimum of a college degree from an accredited college; a minimum of three (3) years experience as an ADA Coordinator (or a position with similar responsibilities)

with extensive knowledge of Americans with Disability Act, reasonable accommodations processes and procedures, and the ADA Accessibility Guidelines (ADAAG).

5. **Administrative Review Officer:** A minimum of a college degree in human services or pre-law from an accredited college; a minimum of three (3) years experience with administrative review and administrative hearing process; knowledge of the homeless shelter laws, rules and regulations.
6. **Attorney/Legal Consultant:** A minimum of a Juris Doctorate (JD) degree from an accredited law school, licensed to practice law in the District of Columbia. A minimum of two (2) years of experience in the practice of law. Knowledge of homeless laws, rules and regulations as they apply to the homeless service program in the District of Columbia.
7. **Program Monitor:** A minimum of a college degree in social work, human services or a related field from an accredited college. A minimum of two (2) years of experience in social services delivery. Knowledge of rules and regulations of federal and District homeless programs, effective oral and written communication skills, and ability to understand dual roles of monitoring for compliance and providing technical assistance to help improve the quality of services.
8. **Program Operations Officer:** A minimum of a college degree from an accredited college or a combination of education and experience that would equal a four year degree; at least five (5) years of direct experience in managing the operations of a homeless program and a network of service providers.
9. **Liaison Officer:** A minimum of a Bachelor's Degree in social work, human services, or a related field from an accredited college. A minimum of five (5) years of experience managing progressively complex projects. Experience with management and evaluation of social service programs. Strong organizational and communication skills. Excellent analytical ability and knowledge of database systems.
10. **Program Analyst:** A Master's Degree in Human Services, Urban Planning, Social Work, or other related field from an accredited college. A minimum of five (5) years of experience in working with homeless services, policies, issues, laws, regulations, and trends. Knowledge of policy and program issues related to homelessness, skills in budget preparation, analysis of data, report and grant writing.
11. **Client Outreach Specialist:** A minimum of two (2) years of post secondary education at an accredited college and five (5) years of experience with homeless programs or social services. Ability to communicate with diverse populations, demonstrates analytical and organizational skills.

### **C.5.1.34.3 Background Checks**

- C.5.1.34.3.1** In compliance with Chapter 4 of Title 27 of DCMR, Criminal Background Checks for District Government Contractors that Provide Direct Services to Children and Youth, the Contractor will secure criminal background checks for individuals and unsupervised volunteers, employees, and applicants for employment as required for contracting entities contracting with the District of

Columbia to provide direct services to children or youth.

**C.5.1.34.3.2** The contractor shall provide for clearance of employees that have direct contact with families and children from the FBI and the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract and as otherwise required by District law. Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be screened pursuant to the Act. The Contractor must provide DHS with documentation certifying such clearances for all affected employees. All documentation must be submitted to the DHS COTR within 60 days of contract award.

**C.5.1.34.4 Substance Abuse Screening Checks**

**C.5.1.34.4.1** The Contractor shall test all employees or staff that has direct contact with families and children for drug and alcohol use. Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be tested pursuant to the Act. The Contractor shall provide documents certifying negative drug and alcohol test results for all Providers within 60 days of contract award. The Contractor shall submit all documentation to the DHS COTR within 60 days of contract award.

**C.5.1.34.5 Job Descriptions**

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

**C.5.1.34.6** The Contractor shall provide and maintain staff documents in a locked file with access by senior management staff and DHS monitors.

**C.5.1.34.7** The Contractor shall maintain an organizational chart that shows the reporting relationship and function of key staff persons.

**C.5.1.34.8** The Contractor shall maintain a written job description for each position funded through the contract that must be included in the contractor's files and be available for inspection on request by the COTR. The job description shall include:

- a. Education, experience, and/or licensing/certification criteria,
- b. A description of duties and responsibilities,
- c. Hours of work, and
- d. Performance evaluation criteria.

**C.5.1.34.9** The Contractor shall maintain an individual personnel file for each contract staff member that will contain:

- a. The application for employment,
- b. Professional and personal references,
- c. Applicable credentials/certifications,
- d. Personnel actions including time records,
- e. Documentation of all training history,

- f. An annual evaluation for the current or preceding year,
- g. Notation of any allegations of professional or other misconduct,
- h. The contractor’s action with respect to these allegations, and
- i. The date and reason for the contractor’s actions if staff member is terminated.
- j. Documentation of a current Tuberculosis Test.

**C.5.1.34.10** The Contractor shall make available all personnel materials to the COTR upon request. The Contractor shall provide orientation sessions for each staff member and volunteer covering administrative procedures, program goals, and policies and practices to be adhered to under the Contract.

**C3.5.11** The Contractor shall maintain, if volunteers are used, a personnel file for each volunteers that will contain:

- a. Documentation of professional and personal references,
- b. Applicable credentials/certifications,
- c. Training completed,
- d. Information documenting skills that contribute toward the success of this contract,
- e. Notation of any allegations of professional or other misconduct
- f. The Contractor’s action with respect to the allegations, and
- g. The date and reason for the Contractor’s actions if the volunteer is terminated from the contract.
- h. Documentation of a current Tuberculosis Test.

**C.5.1.34.12** The Contractor shall provide any changes in staffing patterns in advance and in writing to the COTR for approval.

### **C.5.1.35 Training Services**

**C.5.1.35.1** The Contractor shall provide staff/provider/subcontractor training that includes, but is not limited to, Common Standards, Best Practices, Cardio Pulmonary Resuscitation, and Emergency First Aid, security protocols, unusual/emergency incident protocols, compliance with the HSRA. The Contractor shall provide to the COTR documentation of staff training in the mentioned areas on a quarterly basis.

**C.5.1.35.2** The Contractor shall train all outreach workers and representatives from providers within the continuum of care with at least one three-hour training course regarding hypothermia services prior to November 1st each year. The Contractor shall train all new outreach workers and representatives from hypothermia shelters with at least four additional three-hour training sessions during the hypothermia season.

**C.5.1.35.3** The Contractor shall ensure that the hypothermia training include, but is not limited to, the following topics:

- a. A description of hypothermia
- b. A review of D.C. Law “Homeless Services Reform Act of 2005, as amended”
- c. Rights of clients and responsibilities of providers
- d. Role and responsibility of the Emergency Management Agency
- e. The role of and accessing mainstream services – Metropolitan Police Department,

Protective Services Division of the Department of Real Estate Services, Departments of Health, Mental Health, and the Addiction, Prevention, and Recovery Administration

- f. Roles of service providers – Transportation provider(s), CPEP, outreach workers, Unity Health Care, and hypothermia shelter sites.
- g. Dealing with difficult clients.
- h. Requirements and procedures for terminations and transfers.
- i. Accommodating special populations (transgendered, individuals with disabilities, etc.).

### **C.5.1.36 Performance-Based Contracting**

**C.5.1.36.1** The Contractor shall enter into sub-contracts, grants or other agreements for the provision of services (funded by DHS) under the continuum of care that are performance based in scope and in regards to payment structure. The Contractor shall develop a process for effectively documenting the performance of all contractors/providers for payment justification. DHS shall approve all payments to the Contractor for these services based on documentation of performance achievement.

**C.5.1.36.2** All subcontracts must contain at a minimum the following three sections/provisions as it related to the provision of services: 1) service requirements (minimal requirements for performing baseline services based on program/service type); 2) performance requirements (higher standard of services which are best-practice and/or evidence-based which result in engagement in case management/supportive services and enables the achievement of service plan goals; and, 3) performance goals related to client achievement of self-sufficiency and permanent housing. Minimum and maximum payment amounts/percentages for each category (based on program type) are listed in Section C.5.1.36.6.

**C.5.1.36.3** The Contractor shall ensure that performance based contracting shall be utilized for the provision of the following services:

1. Hypothermia Shelters/Beds
2. Low-Barrier/Emergency Shelter Beds for Single Homeless Adults
3. Temporary Shelter/Beds for Single Homeless Adults
4. Transitional Shelter Program for Single Homeless Adults
5. Emergency and Transitional Safe Shelter for Victims of Domestic Violence
6. Homeless Services for Youth
7. Temporary Shelters for Homeless Families
8. Site-Based Transitional Housing Programs for Homeless Families

**C.5.1.36.4** The Contractor shall submit for approval to DHS its performance based contracting plan for each service listed in Section C.5.1.36.3. This plan must include minimal performance criteria as listed in Section C.5.1.36.5. Subcontractors providing the services listed in Section C.5.1.36.3 shall be paid based on three categories: 1) fixed pricing based on the number of individuals/families served as well as compliance with the service requirements; 2) Contractor compliance with performance requirements; and, 3) achievement of the performance goals.

**C.5.1.36.5** Payments to subcontractors providing services as listed in Section C.5.1.36.3 shall be based on the specific criteria for the three payment categories listed in Section C.5.1.36.4. The specific criteria shall include:

**C.5.1.36.5.1** The specific criteria for fixed pricing based on the number of individuals/families served as well as compliance with the service requirements are as follows:

1. Subcontractors shall be paid a portion of their overall payment(s) based on the number of individuals or families they serve monthly contingent upon their overall compliance with the service requirements listed in their contracts. In the event of non-compliance with any service requirements, the Contractor shall reduce the payment to subcontractors (payment shall be prorated based on the number of service requirements subcontractor fails to comply with in relation to all service requirements). The maximum percentage of the subcontractors overall payments (based on approved budget) for this category for each program/service type is listed in Section C.5.1.36.6.
2. Subcontractors shall be paid a portion of their overall payment(s) based on overall compliance with the performance requirements listed in their contracts. In the event of non-compliance with any performance requirements, the Contractor shall reduce the payment to subcontractors (payment shall be prorated based on the number of performance requirements subcontractor fails to comply with in relation to all performance requirements). The minimum percentage of the subcontractors overall payments (based on approved budget) for this category for each program/service type is listed in Section C.5.1.36.6.
3. Subcontractors shall have the opportunity to receive performance bonus payments above and beyond their standard budget payments based on the achievement of performance goals. Performance bonus payment amounts shall be based on the specific performance goal that is achieved, the time frame in which specific performance goals are achieved and the maximum payment caps for performance bonus payments. The maximum total amount of performance bonus payments issued to any subcontractor, on an annual basis, shall be 15% of the total approved annual budget. The Contractor shall include in its performance based contracting plan an outline for how performance bonuses will be structured based on the minimal goal criteria listed in the chart below. The Contractor may propose additional performance goals (to be approved by DHS), but must at a minimum include the goals listed in the chart below for each program/service type for which yes is indicated in the box for the specific goal. The Contractor must also include in its outline specific payment amounts and time frames associated with goal and payment amount. Payment amounts for achievement of performance goals shall be based on time frame for the achievement of performance goals and for single homeless adults payments shall be structure in a way that rewards subcontractors who achieve goals for those that have been homeless the longest. Additionally, the Contractor must include in its outline what documentation it will require of subcontractors to verify the achievement of performance goals and that the services provided by the subcontractor was a significant factor in client achieving these goals.

***Performance Bonus Payment Goal Chart***

<b>Program/Service Category</b>	<b>Client engagement in case management and supportive services (payment amount based on percentage of clients engaged)</b>	<b>Increased client income due to attainment of employment goals.</b>	<b>Client achievement of designated housing/program placement</b>
Hypothermia Shelters/Beds	Yes	Yes	Yes
Low-Barrier/Emergency Shelter Beds for Single Homeless Adults	Yes	Yes	Yes
Temporary Shelter/Beds for Single Homeless Adults	No	Yes	Yes
Transitional Shelter Programs for Single Homeless Adults	No	Yes	Yes
Emergency and Transitional Safe Shelter for Victims of Domestic Violence	Yes	Yes	Yes
Homeless Services for Youth	No	Yes	Yes
Temporary Shelters for Homeless Families	No	Yes	Yes
Site-Based Transitional Housing Programs for Homeless Families	No	Yes	Yes

**\*\*For single homeless adults, subcontractors shall receive higher bonus payments for achieving goals for those who are considered chronically homeless (homeless for a minimum of one year). Respondents must include in their performance based contracting plan a performance bonus payment structure that rewards subcontractors with higher bonus payments for achievement of goals for those who have been homeless the longest (e.g., increasing payment amounts for those who have been homeless 1, 5, 10 & 15 years).**

**C.5.1.36.5** The Contractor shall ensure that each contract for services listed in **Section C.5.26.3** is structured meeting the payment thresholds listed in the chart below.

**Performance Based Contracting Thresholds**

<b>Service/Program Type</b>	<b>Maximum% of subcontractor budget/payments that shall be based on fixed pricing for number of individuals/families served and compliance with service</b>	<b>Minimum % of subcontractor budget/payments that shall be based on compliance with performance requirements</b>	<b>Maximum % of annual budget allotted to be made in performance bonus payments</b>

	<b>requirements</b>		
Hypothermia Shelters/Beds	50%	50%	15%
Low-Barrier/Emergency Shelter Beds for Single Homeless Adults	35%	65%	15%
Temporary Shelter/Beds for Single Homeless Adults	20%	80%	15%
Transitional Shelter Program for Single Homeless Adults	20%	80%	15%
Emergency and Transitional Safe Shelter for Victims of Domestic Violence	35%	65%	15%
Homeless Services for Youth	50%	50%	15%
Temporary Shelters for Homeless Families	20%	80%	15%
Site-Based Transitional Housing Programs for Homeless Families	20%	80%	15%

### **C.5.2 Supplies, Materials & Equipment: (CLIN 0002)**

**C.5.2.1** The Contractor shall provide needed supplies, materials and equipment needed including at a minimum cots, beds, cribs, basinetts, blankets, furniture to ensure clients have needed materials for adequate sleeping arrangements and subcontractors have sufficient equipment to ensure efficient operations of programs.

### **C.5.3 Maintenance of District Owned Facilities: (CLIN 0003)**

**C.5.3.1** The Contractor shall be responsible for the repair and maintenance of District-owned facilities that serve as homeless shelters. This will include all general maintenance and minor repairs, but shall exclude responsibility for capital improvements and major repairs related to major systems including HVAC, plumbing, electrical. The Contractor shall have the responsibility for funding of these repair and maintenance costs. The DHS through the CA will provide final approval of subcontractors.

### **C.5.4 Security Services for Single Homeless Adults (CLIN 0004)**

**C.5.4.1** The Contractor shall provide security services at all low-barrier/emergency shelters/program throughout the continuum of care. The Contractor shall provide security services at temporary, transitional housing and site-based permanent supportive housing sites as designated by DHS. Security services should provide for safety screening at intake for shelters, safety monitoring of shelter/program facilities and response to unusual/emergency incidents. Days and times of security coverage shall vary by facility/program and shall be determined by DHS.

### **C.5.5 Food Service for Single Homeless Adults (CLIN 0005)**

**C.5.5.1** The contractor shall provide one nutritious meal per day (dinner) at all low barrier/emergency shelters. Additional meals and snacks shall be provided (as directed by DHS) at low-barrier shelters during hypothermia alerts. The Contractor shall also provide three nutritional meal per day, as well as additional meals and snacks during hypothermia alerts, at non-apartment style

temporary and transitional shelters/facilities as directed by DHS. As part of any food services provided, the Contractor will ensure that any food service related reasonable accommodation requested by a client in accordance with the Americans with Disabilities Act shall be provided.

**C.5.6 Hypothermia Services (Provided when the temperature is below 30 degrees Fahrenheit, generally from November to March each year): (CLIN 0006)**

**C.5.6.1** The Contractor shall recruit churches, mosques, and synagogues and other community-based organizations to serve as overflow sites during the hypothermia season. Through funds under the contract award, the Contractor will fund the expenses incurred in providing overflow hypothermia shelter.

**C.5.6.2** The Contractor shall work with the transportation provider(s) to coordinate shelter placements for those clients picked up who are seeking shelter 24 hours a day, seven days a week.

**C.5.6.3** The Contractor shall maintain shelter operations for single homeless adults that are open from 7:00 p.m. to 7:00 a.m. daily once the temperature falls to or below 32 degrees Fahrenheit.

**C.5.6.4** The Contractor shall maintain shelters operations for single homeless adults for 24 hours when the Emergency Management Agency advises that the hypothermia alert continues beyond 7:00 a.m.

**C.5.6.5** The Contractor shall maintain the capacity to expand hypothermia shelter staffing to staff hypothermia sites for single homeless adults when existing facilities reach capacity.

**C.5.6.6** The Contractor shall collaborate with the Department of Human Services in the development of the annual Winter Plan for hypothermia services which shall be completed by September 1<sup>st</sup> each year.

**C.5.6.7** The Contractor shall ensure that designated hypothermia beds at low-barrier and temporary shelters are brought online and operational from 7:00 p.m. to 7:00 a.m. daily once the temperature falls to or below 32 degrees Fahrenheit. Additionally, The Contractor shall maintain the operation of these beds for single homeless adults for 24 hours when the Emergency Management Agency advises that the hypothermia alert continues beyond 7:00 a.m.

**C.5.6.8** The Contractor shall ensure that clients utilizing hypothermia shelters/beds are provided case management services to assist them with the development of a service plan, connection to supportive services and mitigation of barriers to ensure the attainment of maximum levels of self-sufficiency and permanent housing.

**C.5.7 Low-Barrier/Emergency Shelters for Single Homeless Adults: (CLIN 0007)**

**C.5.7.1** The Contractor shall provide low-barrier overnight emergency shelter 365 days per year to single homeless adults who are in need of temporary housing.

**C.5.7.2** The Contractor shall provide low-barrier emergency shelter for single homeless adults between the hours of 7:00 p.m. until 7:00 a.m., seven (7) days per week.

**C.5.7.3** The Contractor shall provide low-barrier emergency shelter to single homeless adults on a first come, first serve basis according to the published rules for the homeless services continuum.

**C.5.7.4** The Contractor shall maintain a daily log to record all shelter activities.

- C.5.7.5** The Contractor shall provide common areas such as sleeping, dining, and bathrooms, and administrative space.
- C.5.7.6** The Contractor shall provide a meal, linen (which will include a single sheet and a blanket), and toiletries for persons receiving services. Toiletries will be provided upon admission to the facility and upon request thereafter. Linen will be provided daily.
- C.5.7.7** The Contractor shall inspect the personal belongings for those entering the shelter to assure the safety and health of single homeless adults receiving services.
- C.5.7.9** The Contractor shall adequately space beds to ensure the health and safety of the single homeless adults.
- C.5.7.10** The Contractor shall ensure that clients utilizing low-barrier/emergency shelters/beds are provided case management services to assist them with the development of a service plan, connection to supportive services and mitigation of barriers to ensure the attainment of maximum levels of self-sufficiency and permanent housing.
- C.5.8** **Temporary Shelters for Single Homeless Adults: (CLIN 0008)**
- C.5.8.1** The Contractor shall provide overnight temporary shelter 365 days per year to single homeless adults who and are in need of temporary housing.
- C.5.8.2** The Contractor shall provide temporary shelter for single homeless adults in space that is available 24 hours per day, seven (7) days per week.
- C.5.8.3** The Contractor shall provide temporary shelter to single homeless adults based on eligibility requirements and placement prioritization for the specific shelter/housing/programs.
- C.5.8.4** The Contractor shall maintain a daily log to record all shelter/program activities.
- C.5.8.5** The Contractor shall engage the single homeless adults in case management/supportive services that will assist with moving them towards self-sufficiency and transitioning to permanent housing.
- C.5.8.6** The Contractor shall provide three meals per day to single homeless adults at temporary shelters. Toiletries and linens shall be provided on a case by case basis as needed.
- C.5.8.7** The Contractor shall inspect the personal belongings for those entering the shelter/program to assure the safety and health of individual adults receiving services.
- C.5.8.8** The Contractor shall adequately space beds to ensure the health and safety of the single adults.
- C.5.9** **Transitional Shelter/Housing for Single Homeless Adults (CLIN 0009)**
- C.5.9.1** The Contractor shall provide shelter/housing services to single homeless adults who are preparing to move towards self-sufficiency and transition to permanent housing. These services shall have living space that has a bed, bed linen, storage for personal belongings, common areas (dining, group activities, designated outside smoking, and bathrooms), and administrative space.
- C.5.9.2** The Contractor shall have services that include case management that will provide (as applicable based on the type of program); counseling and make referrals for job

readiness skills, employment, medical and health care, substance and alcohol abuse services, employment referrals, life skills training, housing referrals, financial management skills, and maintenance of escrow accounts.

- C.5.9.3** The Contractor shall maintain and inspect transitional units weekly between the hours of 9:00 a.m. to 9:00 p.m. with reasonable notice of the planned inspection to ensure that minimal standards are met for unit upkeep.
- C.5.9.4** The Contractor shall provide transitional shelter/housing to single homeless adults based on eligibility requirements and placement prioritization for the specific shelter/housing/programs.
- C.5.9.5** The Contractor shall maintain a daily log to record all shelter activities.
- C.5.9.6** The Contractor shall engage the single homeless adults in case management/supportive services that will assist with moving them towards self-sufficiency and permanent housing.
- C.5.9.7** The Contractor shall provide three meals per day to single homeless adults at non-apartment style transitional shelters/programs. Toiletries and linens shall be provided on a case by case basis as needed.
- C.5.9.8** The Contractor shall inspect the personal belongings for those entering the non-apartment style transitional shelter/program facilities to assure the safety and health of single homeless adults receiving services.
- C.5.9.10** The Contractor shall adequately space beds at non-apartment style transitional housing facilities to ensure the health and safety of the single adults.
- C.5.9.11** The Contractor shall ensure that all clients of transitional shelter facilities for a tuberculosis test within 30 days of entering the shelter and documentation of the results of the test shall be included in the case record.
- C.5.10** **Emergency and Transitional Safe Shelter for Victims of Domestic Violence (CLIN 00010)**
- C.5.10.1** The Contractor shall provide safe confidential shelter 365 days per year for victims of domestic violence, and case management/supportive services to help victims of domestic violence recover from the trauma of abuse. Case management/supportive services provided at safe shelter facilities include:
- a. helping clients acquire necessary documents;
  - b. assisting in the transfer and placement of children in appropriate education programs;
  - c. conducting weekly support group meetings to provide counseling for residents and other battered/abused women residing in the community on issues about domestic violence and conflict resolution;
  - d. ensuring that on-site psychiatric counseling (individual and group) is provided for the clients, as necessary;
  - e. training in household management, budget planning and parenting skills;
  - f. arranging recreational activities including exercise classes, family games and movie nights; and
  - g. assisting residents move toward self-sufficiency and independence through education, employment, or temporary benefits.

- C.5.10.2** The Contractor shall provide safe shelter for victims of domestic violence that will include three nutritional meals and one snack daily. Clients will share responsibility for meal preparation with the assistance of the service provider. The contractor shall be responsible for the purchase of food using funds awarded under this contract.
- C.5.10.3** The Contractor shall provide follow-up services to victims of domestic violence for at least 120 days after leaving a safe shelter to ensure that the victims maintain a safe living situation.
- C.5.10.4** The Contractor shall provide safe shelters for victims from diverse multi-cultural communities and from under-served populations
- C.5.11** **District Permanent Supportive Housing for Single Adults: (CLIN 00011)**
- C.5.11.1** The Contractor shall assist DHS with the identification of appropriate housing units for single homeless adults that are placed in the District’s Housing First Permanent Supportive Housing Program.
- C.5.11.2** The Contractor shall work with potential landlords under the District’s Permanent Supportive Housing Program to gather and process landlord documents and information required by the program.
- C.5.11.3** The Contractor shall work with DHS and the District of Columbia Housing Authority to coordinate rent reasonableness determinations, inspections, rent negotiations and client lease-ups for units under the District’s Permanent Supportive Housing Program.
- C.5.11.4** The Contractor shall disburse security deposits, purchase and coordinate the delivery of furniture, purchase and disburse gift cards and disburse ongoing rent subsidy payments for clients (and on the behalf of DHS) under the District’s Permanent Supportive Housing Program.
- C.5.12** **Homeless Services for Youth: (CLIN 00012)**
- C.5.12.1** The Contractor shall provide supportive services to homeless youth that include but is not limited to, shelter, housing, case management, counseling, legal assistance, educational assistance, job training/placement, budgeting, money management, tenant and landlord education, and life skills. District funding for these services are contingent on DHS approval and funding availability
- C.5.13** **Day/Feeding Program Services for Single Homeless Adults: (CLIN 00013)**
- C.5.13.1** The Contractor shall provide day/feeding services for single homeless adults. These services shall include but is not limited to the provision of, meals, respite from the streets, case management, counseling, legal assistance, educational assistance, recreational opportunities, and life skills. District funding for these services are contingent on DHS approval and funding availability
- C.5.14** **Temporary Shelter for Homeless Families (CLIN 00014)**
- C.5.14.1** The Contractor shall provide temporary shelter services 365 days per year to families with children who are homeless and in need of temporary housing.

- C.5.14.2** The Contractor shall provide temporary shelter services in furnished apartment style units with bed linens, storage for personal belongings, and administrative space.
- C.5.14.3** The Contractor shall provide temporary shelter to homeless families with children in space that is available 24 hours per day, seven (7) days per week.
- C.5.14.4** The Contractor shall provide temporary shelter to homeless families with children based on eligibility requirements and placement prioritization for the specific shelter/housing/programs.
- C.5.14.5** The Contractor shall maintain a daily log to record all shelter/program activities.
- C.5.14.6** The Contractor shall engage homeless families with children in case management/supportive services that will assist with moving them towards self-sufficiency and transitioning to permanent housing.
- C.5.15** **Site-Based Transitional Housing for Homeless Families: (CLIN 00015)**
- C.5.15.1** The Contractor shall provide transitional housing services 365 days per year to families with children who are homeless and are making efforts to move towards self-sufficiency and transition to permanent housing.
- C.5.15.2** The Contractor shall provide transitional housing services in furnished apartment style units with bed linens, storage for personal belongings, and administrative space.
- C.5.15.2** The Contractor shall have services that include case management that will provide (as applicable based on the type of program); counseling and make referrals for job readiness skills, employment, medical and health care, substance and alcohol abuse services, employment referrals, life skills training, housing referrals, financial management skills, and maintenance of escrow accounts.
- C.5.15.3** The Contractor shall ensure that parents are provided assistance to ensure that children all have current shots and vaccinations as recommended by the family doctor or clinic. The Contractor shall ensure that documentation of all children's shots are maintained in the family's case record at the shelter/housing facility.
- C.5.15.4** The Contractor shall provide services in the transitional housing programs to enable families with children to relocate to permanent housing. The contractor may implement time limits for specific transitional housing programs with DHS approval.
- C.5.15.5** The Contractor shall maintain and inspect transitional units weekly between the hours of 9:00 a.m. to 9:00 p.m. with reasonable notice of the planned inspection to ensure that minimal standards are met for unit upkeep.
- C.5.15.6** The Contractor shall provide transitional housing to homeless families with children based on eligibility requirements and placement prioritization for the specific /housing programs.
- C.5.15.7** The Contractor shall maintain a daily log to record all shelter activities.
- C.5.16** **Scattered Sites Transitional Housing for Homeless Families: (CLIN 00016)**
- C.5.16.1** The Contractor shall assist DHS with the identification of appropriate housing units for homeless families with children that are placed in the District's Scattered Sites Transitional Housing

## Initiative (STI) Program

- C.5.16.2** The Contractor shall work with potential landlords under the District’s STI Program to gather and process document landlord documents and information required by the program.
- C.5.16.3** The Contractor shall work with DHS to coordinate rent reasonableness determinations, inspections, rent negotiations and client lease-ups for units under the District’s STI Program.
- C.5.16.4** The Contractor shall disburse security deposits, purchase and coordinate the delivery of furniture, purchase and disburse gift cards and disburse ongoing rent subsidy payments for clients (and on the behalf of DHS) under the District’s STI Program.
- C.5.17** **District Permanent Supportive Housing for Families: (CLIN 00017)**
- C.5.17.1** The Contractor shall assist DHS with the identification of appropriate housing units for homeless families with children that are placed in the District’s Permanent Supportive Housing Program.
- C.5.17.2** The Contractor shall work with potential landlords under the District’s Permanent Supportive Housing Program to gather and process document landlord documents and information required by the program.
- C.5.17.3** The Contractor shall work with DHS and the District of Columbia Housing Authority to coordinate rent reasonableness determinations, inspections, rent negotiations and client lease-ups for units under the District’s Permanent Supportive Housing Program.
- C.5.17.4** The Contractor shall disburse security deposits, purchase and coordinate the delivery of furniture, purchase and disburse gift cards and disburse ongoing rent subsidy payments for clients (and on the behalf of DHS) under the District’s Permanent Supportive Housing Program.
- C.5.18** **Transition Services (CLIN 00018)**
- C.5.18.1** During the first three (3) months of the base year of the contract the Contractor shall work with the existing Contractor for services included under this Solicitation to transition the management and oversight services. During this period the Contractor shall be responsible for: hiring/selecting all staff that will provide services under this solicitation (including those listed in Section C.5.1.34); complying with all contract deliverables that are required during the first three (3) months of the contract period; procuring all sub-contractors and service providers; and, working with the existing provider to transition all responsibilities and requirements under this Solicitation. During this three (3) month period the Contractor shall not provide any services listed in this Solicitation except for those directly related to the transitioning of services as listed above.

**SECTION D  
PACKAGING AND MARKING**

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

**D.1.1** The Contractor shall package and mark all deliverables in such a manner that shall ensure acceptance by common carrier and safe delivery at the destination.

**D.1.2** **Address**

Unless otherwise specified, all deliverables under the contract shall be shipped prepaid, FOB Destination, to the Contract Administrator (CA) at the following address:

George Shepard  
Program Analyst  
Department of Human Services  
Family Services Administration  
645 H Street, N. E., 3<sup>rd</sup> Floor  
Washington, D. C. 20002

**D.1.3** All reports shall prominently show on the cover of the report.

- a. Name and business address of the Contractor
- b. Contract number
- c. Name of the report

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

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

**E.2 INSPECTION AND ACCEPTANCE – DESTINATION**

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination by the Contract Administrator (CA) or his or her duly authorized representative.

**E.3 INSPECTION AND ACCEPTANCE – RIGHT TO ENTER PREMISES**

The District of Columbia Department of Human Services, Office of Contracting and Procurement, or any authorized representative of the District of Columbia, the U.S. Department of Health and Human Services, the U.S. Comptroller General, the U.S. Government Accountability Office, or their authorized representatives shall, at all reasonable times, have the right to enter Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. Contractor and all subcontractors shall provide reasonable access to all facilities. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

**E.4 MONITORING OF PERFORMANCE**

**E.4.1** The District will utilize a variety of methods to determine compliance with Contract requirements and measure the quality of performance.

**E.4.2** The District may employ corrective action, fines, remedies, and sanctions to address issues of non-compliance and performance with Contractor.

**SECTION F**  
**PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be from the effective date through September 30, 2011 specified on the cover page of this contract.

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

**F.2.1** The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

**F.3 DELIVERABLES**

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

<b>Number</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
1	Contractor shall develop and submit a transition plan C.5.18	2	Hard copy and MS Word email file	Within 15 days of contract award
2	The Contractor shall establish a competitive system for awarding subcontracts to providers that shall provide for hypothermia services; emergency shelter; temporary shelter; transitional housing/shelter and a range of services to help clients move	1	Hard copy and MS Word email file	Five business day prior to release of solicitations

	toward self-sufficiency; and permanent housing. The Contractor shall provide to the CA a copy of all solicitation requests. C.55.1.1.3			
3	The Contractor shall establish and maintain a financial management system for the monthly disbursement of payments to providers and vendors, and landlords in the continuum of care. C.5.1.4	1	Presentation of system	Within 30 calendar days of contract award
4	The Contractor shall establish a monitoring capacity that shall confirm that the shelter network facilities have a Certificate of Occupancy, maintain safe facilities that and are in compliance with fire safety requirements, maintain required documentation, maintain case records, provide case management services, maintain personnel records, provide required staff training, and provide for customer feedback. The Contractor shall submit a plan to the CA that outlines this capacity. C.5.1.8	1	Hard copy and MS Word email file	Within 30 calendar days of contract award
5	The Contractor shall develop, submit and implement a monitoring plan to ensure that each program, service and subcontractor operates in compliance with all applicable laws, regulations, practice standards and provisions listed in Section C.5 of this solicitation. The Contractor shall provide the CA with the monitoring plan within 30 days of contract award. The Contractor must submit to the CA documentation on a monthly basis of the implementation, findings and actions to cure deficiencies related to the monitoring plan. The Contractor shall ensure that all programs for which it has oversight for complies with the requirement for developing program rules that are in compliance with the HRSA and the published rules for the homeless continuum of care. These rules must be submitted annually (by the date designated by DHS) to, and approved by, DHS. The	4	Hard copy and MS Word email file	Within 30 calendar days of contract and monthly thereafter

	Contractor shall assist DHS staff with its annual monitoring of all programs under the continuum of care. DHS monitoring shall be specific to program compliance with HRSA, and the Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act (DJ# 204-16-96). The Contractor shall also assist DHS with and any/all investigations of complaints, as well as assist with the resolution of complaints. C.5.1.10			
6	The Contractor shall monitor and confirm that Temporary Assistance for Needy Families (TANF) transfer funds are earmarked for serving TANF eligible families with children earmarking requirements for eligible families within six months of contract award. C.5.1.14	4	Hard copy and MS Word email file	By 20 <sup>th</sup> calendar day after the end of each service quarter
7	The Contractor shall complete a monitoring report following each site visit that identifies deficiencies and includes a corrective action plan as needed. The Contractor shall provide to the CA with the deficiencies and the corrective action plans on a monthly basis. C.5.1.15	12	Hard copy	By 30 <sup>th</sup> calendar day of each month period
8	The Contractor shall implement the corrective action plans are implemented. The Contractor shall provide to the CA the implemented corrective action plan on a monthly basis. C.5.1.16	12	Hard copy	By 30 <sup>th</sup> calendar day of each month period
9	The Contractor shall conduct an annual Customer Satisfaction Survey of the homeless clients and provide to the CA a sampling of the Customer Satisfaction Survey within 30 days of completion. C.5.1.18	4	Hard copy and MS Word email file	Within 180 days of contract award
10	The Contractor shall establish and maintain the capacity to provide and execute Emergency Preparedness Plans for homeless individuals and families in the event that there is a disaster or declared emergency. The Contractor shall provide to the CA an	2	Hard copy and MS Word email file	Within 120 days of contract award.

	executed Emergency Preparedness Plan within 120 days of contract award. C.5.1.21			
11	The Contractor shall provide Emergency Preparedness training to ensure readiness when there is a disaster or declared emergency. The Contractor shall provide to the CA documentation of Emergency Preparedness training within 120 days of contract award. C.5.1.22	2	Hard copy and MS Word email file	Within 120 days of contract award.
12	The Contractor shall maintain a back-up site that shall ensure the continuation of operations in the event that a disaster or catastrophe destroys or makes unusable the administrative offices of the Contractor. The Contractor shall provide to the CA documentation of a back up site within 120 days of contract award. C.5.1.23	2	Hard copy and MS Word email file	Within 120 days of contract award.
13	The Contractor shall provide staff/provide/subcontractor training that includes, but is not limited to, Common Standards, Best Practices, Cardio Pulmonary Resuscitation, and Emergency First Aid, security protocols, unusual/emergency incident protocols, compliance with the HSRA. The Contractor shall provide to the CA documentation of staff training in the mentioned areas on a quarterly basis.  C.5.1.35.1	4	Hard copy and MS Word email file	By 20 <sup>th</sup> Calendar day after the end of each service quarter

14	The Contractor shall facilitate the annual Point in Time survey of homelessness (which is generally conducted in annually in January) and shall provide preliminary findings to DHS within 60 days and publish an report of statistical findings within 180 days of completion of the survey. C.5.1.26	2	Hard copy and MS Word email file	Preliminary finding within 60 days of completion of surveys  Report within 120 days of completion of surveys
15	The Contractor shall conduct bi-annual fire safety checks of their respective shelter facilities and maintain fire inspection records to document compliance. The Contractor shall provide to the CA documentation of fire safety checks on a bi-annual basis. C.5.1.28	2	Hard copy and MS Word email file	By 20 <sup>th</sup> Calendar day after six month period
16	The Contractor shall require having functioning fire extinguishers at all shelter facilities in the following areas: kitchens, laundry rooms, and hallways or common open space. In addition, all apartment units shall have at least one apartment-size fire extinguisher. All fire extinguishers are to be serviced yearly by a licensed professional fire extinguisher company. When serviced, each fire extinguisher shall be tagged and dated. A copy of the service contract shall be available to be given to the CA on a quarterly basis. C.5.1.29.1	4	Hard copy and MS Word email file	By 20 <sup>th</sup> Calendar day after the end of each service quarter
17	The Contractor shall service all fire alarm systems annually at those shelters that have fire alarm systems, by a licensed professional company. When serviced, fire alarm systems are tagged and dated. A copy of the service contract shall be available to be given to the CA on a quarterly basis. C.5.1.29.2	4	Hard copy and MS Word email file	By 20 <sup>th</sup> Calendar day after the end of each service quarter
18	The Contractor shall provide smoke detectors in all shelter facilities in the following areas: all sleeping areas,	4	Hard copy and MS Word email file	By 20 <sup>th</sup> Calendar day after the

	communal areas, laundry rooms, and kitchens. This includes both adult and family shelters. All battery operated smoke detectors shall be tested during the fire safety checks conducted by DHS and Contractor. Hardwire smoke detectors are to be serviced annually by a licensed professional company. A copy of the service contract should be given to the CA on a quarterly basis. C.5.1.29.3			end of each service quarter
19	The Contractor shall service annually those facilities that have sprinkling systems, by a licensed professional company. Normally these systems are connected to a hardwire smoke detector and the inspection is completed for both systems at the same time. A copy of the service contract should be given to the CA on a quarterly basis. C.5.1.29.4	4	Hard copy and MS Word email file	By 20 <sup>th</sup> Calendar day after the end of each service quarter
20	The Contractor shall test all employees or staff that has direct contact with families and children and for drug and alcohol use. Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be tested pursuant to the Act. DHS must have documents certifying negative drug and alcohol test results for all Providers within 60 days of contract award. All documentation must be submitted to the DHS CA within 60 days of contract award. C.5.1.34.4	1	Hard copy and MS Word email file	Within 60 days of contract award.
21	The Contractor shall maintain 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.5.1.34.5	1	Hard copy and MS Word email file	Within 30 days when there is a change in personnel.
22	The Contractor shall provide any	1	Hard copy and MS	By 5 <sup>th</sup> day

	changes in staffing patterns in advance and in writing to the CA for approval. C.5.1.34.12		Word email file	of receipt
23	The Contractor shall train all outreach workers and representatives from providers within the continuum of care with at least one three-hour training course regarding hypothermia services prior to November 1st each year. The Contractor shall train all new outreach workers and representatives from hypothermia shelters with at least four additional three-hour training sessions during the hypothermia season. C.5.1.35.2	1	Training session(s)	Day(s) of training(s)
24	The Contractor shall submit a monthly report to the CA regarding the progress towards task completion and scope of service requirements. The monthly report shall include information on services to single adults and families in Section C.5, Contract Requirements; Sections C5.4 through C.5.16. C.5.1.32.1	4	Hard copy and MS Word email file	By 20 <sup>th</sup> Calendar day after the end of each service month
25	The Contractor shall report unusual incidents by FAX or telephone to the DHS/FSA CA within 24 hours or the next business day of the incident and in writing within three (3) days after incident occurrence. The report shall be on the DHS Form 1243, Unusual Incident Report Form C.5.1.32.2	1	FAX or telephone	within 24 hours or the next business and in writing within 3 business days
26	The Contractor shall submit a final report to the DHS/FSA CA no later than the 30th day after expiration of the contract. This report shall summarize all service delivery data, accomplishments, issues, and recommendations. C.5.1.32.4	1	Hard copy and MS Word email file	30th day after expiration of the contract
27	The Contractor shall enter into sub-contracts, grants or other agreements for the provision of services (funded by the DHS) under the continuum of care that are performance based in scope and in regards to payment structure. The Contractor shall develop a process for effectively	12	Hard copy and MS Word email file	By the 5 <sup>th</sup> day of each month

	documenting the performance of all contractors/providers for payment justification. DHS shall approve all payments to the Contractor for these services based on documentation of performance achievement. C.5.1.36.1			
--	--	--	--	--

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

**SECTION G  
CONTRACT ADMINISTRATION****G.1 INVOICE PAYMENT**

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

**G.2 INVOICE SUBMITTAL**

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

Kristie Steele  
Department of Human Services  
Office of the Controller/Agency Fiscal Officer  
64 New York Avenue, NE, 6<sup>th</sup> Floor  
Washington, DC 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 (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 agency CFO has received the Contracting Officer’s final determination or approval of waiver of the Contractor’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

The District will pay the Contractor monthly the amount due the Contractor as set forth in Section B.3 of the Contract in accordance with the terms of the contract and upon presentation of a properly executed invoice and authorized by the Contract Administrator.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.6 THE QUICK PAYMENT CLAUSE****G.6.1 Interest Penalties to Contractors**

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

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

- c. the 15<sup>th</sup> day after the required payment date for any other item.

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

**G.6.2**        **Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

**G.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 contact information for the Contracting Officer is:

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-724-4197  
[jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

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

- G.8.1** The CO 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 CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINISTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- a. Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - b. Coordinating site entry for Contractor personnel, if applicable;
  - c. 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;
  - d. 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
  - e. 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:

George Shepard  
Policy Analyst  
Department of Human Services  
Family Services Administration

645 H Street, NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
Phone: (202) 299-2152  
Fax: 202) 673-8828  
E-mail address: [george.shepard@dc.gov](mailto:george.shepard@dc.gov)

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

Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;

- a. Grant deviations from or waive any of the terms and conditions of the contract;
- b. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- c. Authorize the expenditure of funds by the Contractor;
- d. Change the period of performance; or
- e. 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.

## **G.10 COST REIMBURSEMENT CEILING**

**G.10.1** Cost reimbursement ceiling for this contract is set forth in Section B.3.

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

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

**G.10.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

**G.10.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

**G.10.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

**G.10.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not

obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

- G.10.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

## **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, Revision 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 SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.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:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

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

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

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

- a. Document in a report to the CO its compliance with section H.5.4 of this clause; or
- b. Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - i. Material supporting a good faith effort to comply;

- ii. Referrals provided by DOES and other referral sources
- iii. Advertisement of job openings listed with DOES and other referral sources; and
- iv. 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 [www.ocp.dc.gov](http://www.ocp.dc.gov).

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

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.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)); 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
- (9) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 15% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 15% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 15% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 15% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be

required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan shall only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor shall include a statement, approved by the contracting officer, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor shall cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor shall make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

### **H.9.3 Subcontracting Plan Compliance Reporting**

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

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

- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor’s failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in C.5.1.34 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

**H.11 HIPAA PRIVACY COMPLIANCE**

DHS is a “Covered Entity” as that term is defined in the Privacy Rule and [*insert business associate name*], as a recipient of Protected Health Information from [*insert agency name abbreviation*], is a “Business Associate” as that term is defined in the Privacy Rule.

**H.11.1 Definitions**

- a. Business Associate means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, Covered Entity shall also include the designated health care components-of a hybrid entity.
- c. Data Aggregation means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. Designated Record Set means a group of records maintained by or for the Covered Entity that is:
  - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
  - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. Health Care means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
  - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. Health Care Components means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- g. Health Care Operations shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. Hybrid Entity means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. Record shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. Individual shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. Individually Identifiable Health Information is information that is a subset of health information, including demographic information collected from an individual, and;
  - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual; or
  - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. Privacy Official. The person designated by the District of Columbia, a Hybrid Entity, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. Privacy Officer. The person designated by the Privacy Official or one of the District of Columbia’s designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency’s Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency’s privacy officer will follow the guidance of the District’s Privacy Official, and shall be responsive to and report to the District’s Privacy Official.
- n. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- o. Protected Health Information. "Protected Health Information" means individually identifiable health information that is:
  - i. Transmitted by electronic media;
  - ii. Maintained in electronic media; or
  - iii. Transmitted or maintained in any other form or medium;
  - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and

- v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. Workforce. "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

### H.11.2 Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy
- e. Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- f. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- g. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** [delete bolded material and insert negotiated terms if applicable] as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of [Insert Applicable Agency Access Policy], attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- h. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to

pursuant to 45 CFR 164.526 **in a format** [agency should insert appropriate terms for amendment if applicable] or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of [Insert Applicable Agency Amendment Policy], attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

- i. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [Insert Applicable Agency Identity And Procedure Verification Policy], attached hereto as Exhibit C and incorporated by reference.
- j. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [Insert Applicable Agency Logging Disclosures for Accounting Policy] attached hereto as Exhibit D and incorporated by reference.
- k. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** [delete bolded material and insert agency appropriate terms if applicable] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [Insert Applicable Agency Disclosure Accounting Policy] attached hereto as Exhibit E and incorporated by reference.
- l. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [delete bolded material and insert negotiated terms if applicable] by the District Privacy
- m. Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

- n. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- o. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

### **H.11.3 Permitted Uses and Disclosures by the Business Associate**

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **H.11.4 Additional Obligations of the Business Associate**

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy

Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

- i. Name of the Business Associate of the Covered Entity;
- ii. Title of the Report/File;
- iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
- iv. Description of the basic content of the Report/File;
- v. Format of the Report/File (Electronic or Paper);
- vi. Physical location of Report/File;
- vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- viii. Supporting documents if the recipient/personal representative has access to the Report/File.

#### **H.11.5 Sanctions**

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

#### **H.11.6 Obligations of the Covered Entity**

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may

affect the use or disclosure of Protected Health Information by the Business Associate.

#### **H.11.7 Permissible Requests by Covered Entity**

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

#### **H.11.8 Representations and Warranties**

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and
- b. that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- c. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- d. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- e. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- f. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual

that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- g. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- h. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

#### **H.11.9 Term and Termination**

- a. Term. The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.
- b. Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

- c. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
- d. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
- e. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- f. Effect of Termination.
- g. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** [delete bolded material and insert negotiated terms and conditions if applicable] all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
- h. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

#### H.11.10 Miscellaneous

- a. Regulatory References. A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect
- c. to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- d. Survival. The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia

Government Supply and Services Contracts, effective November 2004, shall survive termination of the Contract.

- e. Interpretation. Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.
- f. The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.
- g. No Third-Party Beneficiaries. The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- h. Compliance with Applicable Law. The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- i. Governing Law and Forum Selection. This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to

initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- j. Indemnification. The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b)
- k. any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- l. Injunctive Relief. Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- m. Assistance in litigation or administrative proceedings. The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- n. Notices. Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

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

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

Attention:

Attention:

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

- o. Headings. Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

- p. Counterparts; Facsimiles. This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- q. Successors and Assigns. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- r. Severance. In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- s. Independent Contractor. The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- t. Entire Agreement. This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

## **H.12 DISTRICT RESPONSIBILITIES**

- H.12.1** The District will provide staff with responsibility for monitoring the delivery of services to individuals and families with children who are homeless to assure that shelters are safe, direct services are appropriately delivered, identified problems are resolved and corrected and to provide technical assistance to the Contractor. The monitor conducts site visits to the shelter facilities, reviews clients' satisfaction surveys; investigates unusual incident reports and reviews client eligibility and program records.
- H.12.2** The District will review and approve all deliverables prepared and submitted by Contractor.
- H.12.3** The District will provide District owned facilities for the provision of emergency shelter. (Attachment J.10.4)

**H.12.4** The District will monitor the Contractor’s performance.

**H.13 CONTRACTOR RESPONSIBILITIES**

**H.13.1** The management services Contractor shall ensure that sub-contractors provide services in accordance with Section C of the contract.

**H.13.2** The Contractor shall provide management and oversight in accordance with Sections C, paragraphs C.5, C.5.1.

**H.14 AUDITS AND RECORDS**

**H.14.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.14.2 Examination of Costs.** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.

**H.14.3 Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor’s records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

**H.14.4 Comptroller General**

**H.14.4.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**H.14.4.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**H.14.5 Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor’s policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

**H.14.6 Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.14.1 through H.14.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

**H.14.7** The Contractor shall insert a clause containing all the terms of this clause, including this section H.14.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.14.5 of this clause.

## **H.15 ENVIRONMENTALLY PREFERABLE JANITORIAL PRODUCTS**

### **H.15.1 Environmentally Preferable Product Goals**

**H.15.1.1** The District is seeking contractors to provide environmentally preferable and effective janitorial products that support the District’s environmentally preferable purchasing (EPP) contracting initiative.

**H.15.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

### **H.15.2 Environmentally Preferable Janitorial Products**

Janitorial products subject to the requirements of this clause include the following:

All-purpose cleaner	General degreaser
Bathroom cleaner	General disinfectant
Bathroom deodorizers	Glass/window cleaner
Bathroom disinfectant	Graffiti remover
Bathroom hand cleanser/soap	Gum remover
Carpet cleaner	Lime and scale remover
Chrome and brass cleaner/polish	Solvent spotter
Floor stripper/finish	Urinal deodorizers/cleaner
Furniture polish	Wood floor (wax/cleaner/finish)

### **H.15.3 Prohibited Cleaning Products**

Janitorial products with the following ingredients shall not be used because they pose an unacceptable risk to the person using the product, building occupants and the environment:

Alkylphenol Ethoxylates	Naphthalene
Benzyl Alcohol	Nitrilotriacetic Acid
CFC-22; Chlorodifluoro Methan	Paradichloro benzene
Coconut Oil; Diethanolamine	Perchloroethylene
Diethanolamine	Tetrachloroethylene
HCFC-142b	Toluene
Lauric Acid Diethanolamine	Tributyl Tin
Methyl Chloroform; 1,1,1,-TCE	Trichlorethylene
Methyl Ethyl Ketone	

### **H.15.4 Janitorial Product Health and Environmental Requirements**

The Contractor shall only use janitorial products during the performance of this contract that meet the following requirements:

#### **H.15.4.1 Skin and Eye Irritation**

- This attribute refers to janitorial cleaning supplies containing chemicals that are either mildly or strongly irritating to the skin or eyes. These substances are either highly alkaline or acidic.
- The Contractor shall use products with a pH between 7.2 and 7.8 which are acceptable alkaline levels.

#### **H.15.4.2 Food Chain Exposure**

- This attribute refers to ready-to-use cleaning products containing ingredients that are consumed by smaller aquatic plants and animals that increase in concentration through the food chain.
- The Contractor shall use products when the bio-concentration factor (BCF) measured are less than 1,000.

#### **H.15.4.3 Air Pollution Potential**

- a) This attribute refers to janitorial products containing volatile organic compounds (VOC) that could form smog once in the atmosphere, thereby causing irritation of the eyes, nose, throat, lungs and asthma attacks
- b) The Contractor shall not use products containing VOC in concentrations that exceed 10% of the weight of the product.

#### **H.15.4.4   Fragrances**

- a) This attribute refers to products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor. This attribute does not include natural odors associated with cleaning agents (e.g. a lemon odor).
- b) The Contractor shall not use products containing fragrances that are added to the formulation to improve an odor or to mask an offensive odor.

#### **H.15.4.5   Dyes**

- a) This attribute refers to dyes that have been added to a formulation to enhance or change the product's color.
- b) The Contractor shall use products without dyes.

#### **H.15.4.6   Minimizing Exposure to Concentrates**

- a) This attribute refers to the possibility that an end-user of a product could be exposed to a concentrated form of the product, thereby exposing the end-user to a greater health risk than that caused by exposure to the ready-to-use product.
- b) If possible, the Contractor shall use products that are not in a concentrated form.
- c) If the Contractor uses products in a concentrated form, it must be a part of a system by which chemicals are only transferred between closed containers, thereby reducing the risk of harm to the end-user.

#### **H.15.5       Packaging Reduced/Recyclable**

**H.15.5.1**       If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.

**H.15.5.2**       No products shall be delivered in aerosol cans.

**H.15.5.3**       All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers or spray bottles.

#### **H.15.6       Product Safety**

**H.15.6.1**       The Contractor shall be responsible for:

- a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products;
- b) Any spills or leaks that occur during the use or transportation of their products;
- c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported; and

- d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

## **H.16 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

**H.16.1** A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

*[Insert a list of positions requiring criminal background checks; the program office must provide it to you]*

**H.16.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

*[Insert a list of positions requiring traffic records; the program office must provide it to you]*

**H.16.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**H.16.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**H.16.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
  - (i) Murder, attempted murder, manslaughter, or arson;
  - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;

- (iii) Burglary;
  - (iv) Robbery;
  - (v) Kidnapping;
  - (vi) Illegal use or possession of a firearm;
  - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
  - (viii) Child abuse or cruelty to children; or
  - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

**H.16.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.16.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.16.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

- H.16.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.16.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.16.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.16.11** The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- H.16.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.16.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the COTR's decision after his or her assessment of the criminal background or traffic record check.
- H.16.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.
- H.16.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.16.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.16.1 and H.16.2.
- H.16.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.16.18** The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

- H.16.19** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.16.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

## SECTION I CONTRACT CLAUSES

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

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

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

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

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

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

### **I.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
- a. 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

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

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 INSURANCE****I.8.1 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.

**I.8.1.1 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.

**I.8.1.2 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.

**I.8.1.3 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.

**I.8.1.4 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.

**I.8.2 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.

**I.8.3 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.**

**I.8.3.1 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.

**I.8.3.2 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.

**I.8.4 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.

**I.8.5 Certificates of Insurance**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-724-4197  
[Jim.marshall@dc.gov](mailto:Jim.marshall@dc.gov)

**I.8.6 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:

- a. An applicable Court Order, if any
- b. Contract document
- c. Standard Contract Provisions

- d. Contract attachments other than the Standard Contract Provisions
- e. Solicitation (Request for Proposal) (RFP), as amended
- f. Contractor's Best And Final Offers(s) (in order of most recent to earliest)
- g. Contractor's 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.

## **I.13 CONTINUITY OF SERVICES**

**I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2** The Contractor shall, upon the CO's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

**I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**SECTION J  
ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 10, dated June 15, 2010
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package
<b>J.9</b>	Unusual Incident Report Form, DHS01243
<b>J.10</b>	Program/Facility Inventory Chart
<b>J.10.1</b>	Management/Oversight Base Year
<b>J.10.2</b>	Management/Oversight Option Years
<b>J.10.3</b>	Facility Listing - Security
<b>J.10.4</b>	Facility Listing - Maintenance
<b>J.11</b>	Past Performance Evaluation Form

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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

**K.2 TYPE OF BUSINESS ORGANIZATION**

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

a. It operates as:

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

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

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

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

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

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

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

Signature\_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

EXCLUDED END PRODUCTS
COUNTRY OF ORIGIN

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

Each offeror shall check one of the following:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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



- d. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

**K.8.2** Indicate below any exception to your certification of eligibility and to whom it applies their position in the offeror’s organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

---



---



---

**K.9 CERTIFICATION OF ENVIRONMENTALLY PREFERABLE PRODUCTS**

**K.9.1.** The Contractor, by accepting this contract, agrees to supply the District with environmentally preferable and effective products in compliance with the Office of Contracting and Procurement specifications in support of its EPP initiative.

**K. 9.2** The Contractor, by accepting this contract, agrees that its products and services do not contain any prohibited items, ingredients or components delineated in Section H.

**K.9.3** The Contracting Officer may terminate this contract or take other appropriate actions if the Contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the EPP attributes required under this contract.

**CERTIFICATION**

I, (name of certifier), as the officer or employee responsible for the performance of this contract, hereby certify that the deliverables associated with this contract meet the minimum EPP attributes outlined in the solicitation’s specifications and \_\_\_\_\_’s proposal.

\_\_\_\_\_  
*Signature of Offeror*

\_\_\_\_\_  
*Date*

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

**L.1.2 Initial Offers**

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

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

**L.2.1** One original and [seven (7) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

Proposal in Response to Solicitation No. DCJA-2010-R-0007  
Management and Oversight of  
Homeless Services Continuum of Care

**L.2.1.a** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**Technical Proposal**

The information requested in this section shall facilitate the evaluation of the Offeror's knowledge and ability to develop and provide management oversight services for the homeless as described in Section C.5 of the solicitation.

**L.2.1.1 Tab 1 - Technical Approach****L.2.1.1.1 Project Understanding**

**L.2.1.1.1a** The Offeror shall provide a narrative overview of its understanding of the objectives of this solicitation. Mere reiterations of the tasks and functions described in Section C are strongly

discouraged as this does not provide insight into the Offeror’s understanding of the requirements of this solicitation.

- L.2.1.1.b** The Offeror’s narrative should be designed to persuade the District that the Offeror’s project understanding, approach and experience qualify the Offeror in fulfilling the tasks and functions under Section C.
- L.2.1.1.c** The Offeror shall provide an overview of the mission and goals of the Offeror’s organization. Describe how these goals relate to their understanding of the housing, supportive assistance, and the health and medical needs of services to persons who are homeless.
- L.2.1.1.d** The Offeror shall precisely describe its understanding of the vision and objectives of the *Interagency Council on Homelessness (ICH)*. The Offeror shall also describe how it shall assist the ICH in fulfilling its purpose.
- L.2.1.1.e** The Offeror shall provide a narrative on the competitive process it shall establish for awarding subcontracts to a network of shelter service providers for services to include: security; hypothermia services; food services; low-barrier/emergency; temporary shelter, homeless services for youth, day/feeding programs, transitional housing, and supportive permanent housing.
- L.2.1.1.1** **Monitoring**
- L.2.1.1.1.a** The Offeror shall provide a narrative with description of how its monitoring capacity shall be established and is maintained in accordance with Section C.
- L.2.1.1.1.b** The Offeror shall provide a narrative with a description of how it shall establish a monitoring capacity that shall ensure that providers within the shelter network have a Certificate of Occupancy, maintain safe facilities and are in compliance with fire safety requirements, maintain required documentation, maintain case records, provide case management services, maintain personnel records, provide required staff training, and provide for customer feedback.
- L. 2.1.1.2** **Protection of Client’s Rights**
- L. 2.1.1.2.a** The Offeror shall provide a narrative description of how it shall fulfill the Protection of Client’s Rights requirements as described in Section C.5.4.
- L. 2.1.1.3** **Training**
- L.2.1.1.3.a** The Offeror shall provide a narrative with information about the Offeror’s proposed plan on fulfilling the training requirements as described in Section C.5.6, including proposed training curriculum/outlines.
- L.2.1.1.4** **Security**

- L.2.1.1.4.a** The Offeror shall provide a narrative with information about the Offeror’s proposed plan on fulfilling the requirements as described in Section C.5.8. The Offeror shall provide specific information in the plan regarding the location/programs where security is to be provided, the number and type of security officers that shall man each location and the days and times security shall be provided.
- L.2.1.1.5 Hypothermia**
- L.2.1.1.5.a** The Offeror shall demonstrate how it shall provide management/administrative oversight over the network to ensure that single homeless adults in the District shall have access to Hypothermia services and shelters during hypothermic conditions which may be from November through March. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.9.
- L.2.1.1.5.b** The Offeror shall demonstrate how it shall recruit churches, mosques, and synagogues and other community-based organizations to serve as overflow sites during the hypothermia season.
- L.2.1.1.5.c** The Offeror shall demonstrate how it shall coordinate with the designated hotline system and transportation provider(s) to ensure that homeless individuals and families are assisted from the streets during hypothermic conditions.
- L.2.1.1.6 Low Barrier/Emergency Shelter**
- L.2.1.1.6.a** The Offeror shall demonstrate how it shall provide management/administrative oversight over the network to ensure that single homeless adults in the District will have access to low barrier/emergency shelter services 12 hours per day, 365 days per year. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.10.
- L.2.1.1.7 Temporary Shelters for Single Homeless Adults**
- L.2.1.1.7.a** The Offeror shall demonstrate how it shall provide management/administrative oversight over the network to ensure that single homeless adults in the District will have access to temporary shelters 12-24 hours per day, 365 days per year. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.11.
- L.2.1.1.8 Transitional Housing for Single Homeless Adults**
- L.2.1.1.8.a** The Offeror shall demonstrate how it shall provide management/administrative oversight over the network to ensure that single homeless adults in the District will have access to transitional housing 24 hours per day, 365 days per year. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.12.
- L.2.1.1.9 Emergency and Transitional Safe Shelter for Victims of Domestic Violence**
- L.2.1.1.9.a** The Offeror shall demonstrate how it shall provide management/administrative oversight over the network to ensure that victims of domestic violence have access to emergency and transitional safe

shelter 365 days per year. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.13.

**L.2.1.1.10 District Permanent Supportive Housing**

**L.2.1.1.10.a** The Offeror shall demonstrate how it shall provide housing identification/location, housing placement and distribute rent subsidy payments on behalf of DHS and clients under the District's Housing First (Permanent Supportive Housing) Program. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.14 and Section C.5.20.

**L.2.1.1.11 Homeless Services for Youth**

**L.2.1.1.11.a** The Offeror shall demonstrate how it shall provide a variety of shelter, housing and case management/supportive services to homeless youth in the District. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.15.

**L.2.1.1.12 Day/Feeding Programs**

**L.2.1.1.12.a** The Offeror shall demonstrate how it shall provide day services which include meals, case management and supportive services to single homeless adults in the District. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.16.

**L.2.1.1.13 Temporary Shelters for Families**

**L.2.1.1.13.a** The Offeror shall demonstrate how it shall provide management/administrative oversight over the network to ensure that homeless families with children in the District will have access to apartment style temporary housing 24 hours per day, 365 days per year. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.17.

**L.2.1.1.14 Site-Based Transitional Housing for Families**

**L.2.1.1.14.a** The Offeror shall demonstrate how it shall provide management/administrative oversight over the network to ensure that homeless families with children in the District will have access to apartment style site-based transitional housing 24 hours per day, 365 days per year. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.18.

**L.2.1.1.15 Scattered Sites Transitional Housing for Families**

**L.2.1.1.15.a** The Offeror shall demonstrate how it shall provide housing identification/location, housing placement and distribute rent subsidy payments on behalf of DHS and clients under the District's System Transformation Initiative. The Offeror shall demonstrate overall how it shall fulfill the requirements as described in Section C.5.19.

**L.2.1.1.16 Performance Based Contracting**

**L.2.1.1.16.a** The Offeror shall demonstrate through the submission of a

plan how it shall implement performance based contracting for all services required as described in Section C.5.24.

#### **L. 2.1.1.17 Reports**

**L. 2.1.1.17.a** The Offeror shall provide a narrative description of how it shall fulfill the Reports requirements as described in Section C.5.23.

**L.2.1.1.17.b** The Offeror shall provide a plan for creating reports that would allow the Offeror to provide public accountability, monitor performance and provide the basis for overall quality improvements efforts, based upon the comprehensive reporting requirements outlined in Section C.5.1.

#### **L.2.1.3 TAB 2 - Technical Expertise**

**L.2.1.3.a** The information requested in this section shall facilitate evaluation of the Offeror's organizational structure, including staff information and samples of proposed schedules, schedules of activities, and performance and satisfaction surveys, This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements in Section C3.

#### **L.2.1.3.1 Staffing**

**L. 2.1.3.1.a** The Offeror shall provide the following attachments and narrative with specifications about the Offeror's proposal for fulfilling the staffing requirements as described in Section C1.

**L.2.1.3.1.b** The Offeror shall provide the names and job descriptions of the key staff positions with attached resumes of the key positions listed in Section C 3.5., and any other proposed key staff positions. Provide a job description for additional proposed positions.

**L.2.1.3.1.c** The Offeror shall provide a narrative with a description of recruiting and maintaining adequate staffing levels.

**L.2.1.3.1.d** The Offeror shall provide any information to substantiate its expertise and capabilities to provide of management oversight services for the homeless as described in Section C of the solicitation. The Offeror shall provide the following information

1. **Organization Structure:** Location of Headquarters to include complete address, telephone and facsimile numbers
2. **Organizational Chart:** A chart that offers a description of the Offeror's internal organization including full and part-time staff members and their level of responsibility within the organization. The offertory's organizational chart shall be supplemented with the following information:
  - a. Name of each staff person
  - b. Position/title for each person
  - c. Differentiation between full and parttime staff

- d. Differentiation between the Offeror’s staff and sub-contractor staff as applicable

**3. Staff qualifications to include the follow:**

- a. Position descriptions that are consistent with the Offeror’s proposed organizational chart with each title and position described above. The position descriptions shall compliment the evidence of staff qualifications presented in the Offeror’s staff information to meet staff requirements in Section C.5.5 of the solicitation.
- b. The Offeror’s proposed administrative staff and key personnel names supplemented with credentials to include resumes, certifications and licenses that demonstrate that staff qualifications are consistent with the organization chart and position descriptions for the position to which they are assigned. This listing should also include the name and contact information for the staff member responsible for coordination of billing and administrative issues with the District under the contract.

**L.2.1.2 Tab 3 - Past Performance:**

- a. The information requested in this section shall facilitate evaluation of the Offeror’s past performance in providing management oversight services for the homeless.

**L.2.1.2a** The Offeror shall provide a narrative describing all prior experience relevant to the provision of administrative management oversight for subcontractors in fulfilling the Contractor’s responsibilities as delineated in Section C.

**L.2.1.2.b** The Offeror shall provide a narrative document of its capacity to develop and manage a continuum of care for homeless services.

**L. 2.1.2.c** The Offeror shall provide documentation of having been successfully awarded and managed a multi-million dollar contract or grant.

**L. 2.1.2.d** The Offeror shall provide documentation of model service delivery or of recognitions or awards for services provided to persons who are homeless in the capacity as a managing agency.

**L.2.1.2.e** The Offeror shall provide information to substantiate its past performance to provide management oversight services for the homeless. The Offeror shall provide the following:

1. **References:** The name, address and contact person of three (3) references for which services of this nature have been provided in the past five (5) years.
2. **Experience:** The Offeror shall complete the Experience Questionnaire for all similar contracts completed during the past five (5) years contracts listed shall include those entered into with the District of Columbia government, the Federal government, agencies of State and local governments or private contracts.

**L.2.1.2.f** Offerors that are newly formed entities without prior contracts should list contracts and subcontracts or other comparable experience as described above for key personnel as described in H.12.

3. **Past Performance Evaluations:** Offerors are directed to the Experience Questionnaire and the Past Performance Evaluation Form found in Section J – List of Attachments, Attachments J.11

The District, utilizing the Past Performance Evaluation form will solicit Past Performance Evaluations from a minimum of three (3) references provided by the Offeror in the Experience Questionnaire. The information obtained from the completed Past Performance Evaluation forms will facilitate the District's evaluation of the Offeror's quality of services provided, timelines in service delivery, business practices and overall satisfaction with the Offeror's performance relevant to the Offeror's delivery of management oversight services for the homeless as described in Section C of the solicitation.

**L.2.1.2.g** The District will only discuss Past Performance information directly with the prospective prime contractor that is being reviewed and with the previous customer.

**L.2.1.2.h** In the event of unfavorable past performance evaluations or ratings, ratings of 0 or 1 as described on page 2 of the Past Performance Evaluation Form, the Offeror shall be provided an opportunity to prepare a response to the unfavorable evaluation.

**L.2.4 TAB 4- Attachments**

**L.2.4.1** The offeror shall complete and provide in this section, the following documents and pertinent information:

- A. Signed Solicitation, Offer and Award form;
- B. Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85, Attachment J.3;
- C. Department of Employment Services First Source Employment Agreement, Attachment J.4;
- D. Tax Certification Affidavit, Attachment J.7;
- E. Representations and certifications and other statements of the offeror in Section K shall be completed and signed;
- F. Legal status of offeror as specified in Section L.17;
- G. Current audited financial statements, including notes which disclose the offeror's financial condition;
- H. Other pertinent information

**L.2.5 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.2.5.1 Budget Development**

**L.2.5.2** Contractor shall submit a proposed budget for the Base Year of the contract that is reflective of costs for the transitioning of services (as listed in Section C.5.25.1) for the three (3) month transition period (which shall be the first three months of the Base Year contract), and all other line items listed in the Price Chart in Section B.3.1 for number of months listed in the Estimated Quantity column of the chart for each specific line item.

**C. 2.5.3** Contractor shall submit a proposed budget for all Option Years of the contract that is reflective of all line items listed in the Price Charts in Section B.3.2, B.3.3, B.3.4 and B.3.5 for the months listed in the Estimated Quantity column of each chart for each specific line item.

**C.2.5.4** Contractor shall adhere to the not to exceed pricing (per line item for the Base Year and all Option Years) as outlined in the Not To Exceed Chart referenced in Section C.2 (item 15) which is Attachment J.11. The Not To Exceed Chart lists maximum price amounts for each line item for each year of the contract. Contractor shall review the Program/Facility Inventory Chart referenced in Section C.2 (item 9) which is Attachment J.10 as a guide for developing budgets for each line item to be included in all Price Charts listed in Section B.3. The Program/Facility Inventory Chart is comprised of four (4) separate sheets. The first sheet lists descriptions of all services/programs to be managed and overseen during the Base Year including: line item categories; service/program names and types; unit/bed counts; and, facility/program locations. The second sheet lists descriptions of all services/programs to be managed and overseen during all Option Years including: line item categories; service/program names and types; unit/bed counts; and, facility/program locations. The third sheet lists the facilities where the Contractor shall be required to provide security services as outline in Section C.5.4. This sheet provides program names, program types, facility locations, facility types, unit/bed counts and number of required hours of security coverage. Contractor shall provide security services for the last nine (9) months of the Base Year and the full 12 months of all Option years. The fourth sheet lists the facilities where the Contractor shall be required to provide maintenance as outlined in Section C.5.3. This sheet provides program names, program types, facility locations, facility types and unit/bed counts. Contractor shall provide security services for the last nine (9) months of the Base Year and the full 12 months of all Option years.

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

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **2:00PM on September 17, 2010 as specified in Section A.9**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

- (a) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (b) The proposal is the only proposal received.

#### **L.3.2 PRE-PROPOSAL CONFERENCE**

*A pre-proposal conference will be held at 11:00 AM on September 1, 2010 date) at 441 4thStreet, NW, Suite 700S, Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.*

*Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).*

**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 relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **15** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **15** days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials 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 CO, James H. Marshall, **441 4<sup>th</sup> Street, NW, Suite 700S, Washington, DC 20001 and telephone number 202-724-4197**, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO 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 CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

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

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

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

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

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

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

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

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §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 §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:

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-724-4197  
[Jim.marshall@dc.gov](mailto:Jim.marshall@dc.gov)

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO 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, 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 its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.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 CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

**L.20 HOMELESS SERVICES REDESIGN TRANSITION**

- L.20.1** The prospective contractor will work with DHS to create and implement a plan to transition services from the incumbent and current program configuration to the redesigned system. Contractor will put systems and staffing in place to include: information systems, billing systems, subcontracts, hiring of essential staff and ADA Compliance. DHS will verify the readiness of the Contractor to commence services and once DHS provides approval, the transition will commence.
- L.20.2** Readiness to commence services will be determined by the following:
  - a. Contractors to be Reviewed
    - i. DHS will conduct a readiness assessment and review of all Contractors selected for award of the Contract. Contractor shall fully comply with DHS's readiness review procedures, including providing DHS access to documents, staff, and facilities.
  - b. Timing
    - i. Readiness reviews will be conducted after awards are announced and prior to the enrollment of any Enrollees.

- c. Content of Readiness Assessment
  - i. The readiness assessment will include site visits and review of documentation and deliverables that are required prior to enrollment. Areas of special emphasis for the readiness assessment may include, but are not limited to, HSRA program requirements, staffing, ADA Compliance, financial operations, utilization and continuous quality improvement management, network adequacy and capacity, and HMIS reporting.
- d. Readiness Review and Corrective Action
  - i. If DHS determines that any potential Contractor has not met the criteria for readiness, Contractor shall be notified and required to develop a Corrective Action Plan acceptable to DHS and in accordance with Section C.5.1.15 and C.5.1.16. Following the implementation of the Corrective Action Plan, DHS has the right to conduct a site visit to Contractor's office, to verify implementation of the Corrective Actions. DHS will approve Contractor for services once DHS verifies that the Corrective Action Plan has been implemented to its satisfaction.

## **L.21 KEY PERSONNEL**

- L.21.1** The District considers the positions identified in Section C.5.1.34.1 to be key personnel for this contract.
- L.21.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## 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:

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

**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 Management Oversight for the Homeless Services****M3.1.1 Technical Criteria (95 Point Maximum)**

**Description:** These factors consider the Offeror’s technical approach, technical expertise and past performance used in performing the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices and overall satisfaction with the Offeror’s performance

<b>TECHNICAL EVALUATION FACTORS</b>	<b>POINTS</b>
<b>FACTOR A – TECHNICAL EXPERTISE</b>	<b>60</b>
<b>FACTOR B– TECHNICAL APPROACH</b>	<b>15</b>
<b>FACTOR C – PAST PERFORMANCE</b>	<b>20</b>

**M.3.1.1.1 TECHNICAL CRITERIA (95 Points)****Factor A: Technical expertise****60 Points**

- This factor considers the technical expertise to be accessed and provided by the offeror to perform the District’s requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror’s staff and staff related activities including the offeror’s organizational structure, the qualifications and expertise of the offeror’s proposed staff, and the offeror’s staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.
- This factor also encompasses the offeror’s technical capacity to perform the required services as described in C.5, including the offeror’s quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror’s techniques and processes in the successful fulfillment of the requirements.

**Factor B: Technical approach****15 Points**

- This factor considers the Technical approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the offeror’s proposed technical plan, including the offeror’s service description, service delivery and knowledge of the population to be served to perform the required work. The offeror’s knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependence of each element in the successful delivery of the required services.

**Factor C: Past performance**

**20 Points**

- This factor considers the offer’s past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timelines in service delivery, business practices, and overall satisfaction of the offeror’s performance.
- The offeror shall provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.5; and
- The past performance evaluations obtained by the District from a minimum of three (3) references provided by the offeror, are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District’s Past Performance Evaluation Form.

**M.3.2 PRICE CRITERION (5 Points Maximum)**

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

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

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

**M.3.4 TOTAL POINTS (112 Points Maximum)**

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

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.5.1 Application of Preferences**

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

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

**M.5.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

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

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

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

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

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

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

J.2

Wage Determination No. 2005-2103, Rev. 10, dated June 15, 2010

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

\*\*\*\*\*

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

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

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

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

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67

01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04

12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06

15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81

23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72

27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74

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

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

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

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

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

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

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

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

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

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

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

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

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

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

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

The process for preparing a conformance request is as follows:

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

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

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

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

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

6) The contractor informs the affected employees.

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

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

## J.5

### The Living Wage Act of 2006 – Draft Notice

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

**Effective June 9, 2006, recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage. Effective January 1, 2010, the living wage rate is \$12.50.**

**The requirement to pay a living wage applies to:**

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

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

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

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

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

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

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

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

This is a summary of the “Living Wage Act of 2006”. For the complete text go to:

[www.does.dc.gov](http://www.does.dc.gov) or [www.ocp.dc.gov](http://www.ocp.dc.gov)

**To file a complaint contact:      Department of Employment Services  
   Office of Wage-Hour  
   64 New York Avenue, N.E., Room 3105, Washington, D.C. 20002  
   (202) 671-1880**

## J.6

### Living Wage Act Fact Sheet



## **LIVING WAGE ACT FACT SHEET**

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

**Effective January 1, 2010, the living wage rate is \$12.50 per hour.**

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

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

## **ENFORCEMENT**

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

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

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

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

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

J.9

UNUSUAL INCIDENT REPORT FORM

**UNUSUAL INCIDENT REPORT FORM  
DISTRICT OF COLUMBIA GOVERNMENT  
Department of Human Services**

**Office of Investigations and Compliance**  
2146 Georgia Avenue, NW, Room 212  
Washington, DC 20001  
Phone: 202-673-4583 FAX: 202-673-6793

**Office of Continuous Quality Improvement**  
64 New York Avenue, NE, Room 6150  
Washington, DC 20002  
Phone: 202-671-4339 FAX: 202-671-4324

*This form is used to record an accident, injury, or unusual occurrence. Any incident involving an employee injury must also be reported to Disability Compensation IMMEDIATELY at 1-888-889-6186*

**PART I - REPORTED BY**

<b>NAME:</b> _____	<b>ADMIN/OFFICE:</b> _____
<b>TITLE:</b> _____	<b>WORK TELEPHONE:</b> _____
<b>ORGANIZATION/ADDRESS:</b> _____	<b>DATE:</b> _____
	<b>TIME REPORTED:</b> _____

**PART II - INCIDENT INFORMATION**

<b>Date of Incident:</b> _____	<b>Time of Incident:</b> _____	<b>Date of Report:</b> _____
--------------------------------	--------------------------------	------------------------------

**Type of Incident:**  
*(accident, injury or unusual occurrence)*

\_\_\_\_\_

**Person (s) Involved:** \_\_\_\_\_

**Incident Location Address:**

<b>Employee's Name (Last, First, Middle):</b>	<b>Work and /or Mailing Address (including zip code):</b>
_____ <i>Last First Middle</i>	_____ <i>Street/PO Box</i>
	_____ <i>City State Zip</i>
<b>Home Telephone Number (with area code):</b>	<b>Work Telephone Number (with area code):</b>
_____	_____

**First Witness's Name (Last, First, Middle):**

<b>First Witness's Name (Last, First, Middle):</b>	<b>Work and /or Mailing Address (including zip code):</b>
_____ <i>Last First Middle</i>	_____ <i>Street/PO Box</i>
	_____ <i>City State Zip</i>
<b>Home Telephone Number (with area code):</b>	<b>Work Telephone Number (with area code):</b>
_____	_____

**Second Witness's Name (Last, First, Middle):**

<b>Second Witness's Name (Last, First, Middle):</b>	<b>Work and /or Mailing Address (including zip code):</b>
_____ <i>Last First Middle</i>	_____ <i>Street/PO Box</i>
	_____ <i>City State Zip</i>
<b>Home Telephone Number (with area code):</b>	<b>Work Telephone Number (with area code):</b>
_____	_____



**PART V - FOR INTERNAL AFFAIRS DIVISION OR *Office of Continuous Quality Improvement* USE**

**IR No.:** \_\_\_\_\_

**OCQI No.:** \_\_\_\_\_

**Investigator or *OCQI* Analyst Receiving Report:**

\_\_\_\_\_

**Reviewed**

\_\_\_\_\_

**Reported to: Director** \_\_\_\_\_  
**Director** \_\_\_\_\_

**Deputy**  
**(specify name)**

**Thru:** \_\_\_\_\_

**Date Reported:** \_\_\_\_\_

**Time Reported:** \_\_\_\_\_

\_\_\_\_\_

**Reporting Person's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**FAX and E-Mail Completed Form to:**  
*OIC, Deborah Wanzer at 202-673-6793 and [deborah.wanzer@dc.gov](mailto:deborah.wanzer@dc.gov)*  
*OCQI, Carole R. Lee at 202-671-4381 and [carole.lee@dc.gov](mailto:carole.lee@dc.gov)*

DHS-1243  
Updated 03/28/05

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**DEPARTMENT OF HUMAN SERVICES**  
**INSTRUCTIONS FOR COMPLETING**  
**UNUSUAL INCIDENT REPORT (UIR) FORM**

In order to ensure an accurate and complete report, the following instructions will be utilized when completing DHS Form 1243:

**ITEM:**

- 1. Enter last name, first name, middle initial of person first reporting unusual incident (UI).**
  - Enter job title/position and telephone number of person first reporting UI.
  - Enter date and time UI is first reported.
- 2. Enter last name, first name, middle initial of Chief, Major Component or appointed designee reporting UI to Internal Affairs Division, OIC.**
  - Enter job title/position and telephone number of Chief, Major Component or appointed designee reporting UI to Internal Affairs Division, OIC.
  - Enter date and time UI is reported to Internal Affairs Division, OIC.
  - Identify name and address of your organization
- 3. Enter Administration, Office or Division where UI occurred.**
- 4. Enter specific type of UI being reported.**
- 5. Enter date and time UI occurred.**
- 6. Enter location/place where UI occurred.**
- 7. Enter last name(s), first name(s), middle initial(s), and title(s) of all persons involved.**
- 8. Enter complete details of what and how it occurred. If applicable, enter why UI occurred.**
- 9. Enter what actions were taken, such as police or family notified, medical treatment provided, etc. Also, include corrective measures taken to prevent reoccurrence, administrative, managerial or disciplinary actions taken and by whom. If necessary, include recommendations for additional actions by higher authorities.**

**Items 10 - 12: For use by Internal Affairs Division, OIC.**

**13. Reporting Person Sign and date UIR.**

**DHS**

**Updated: 03/28/05**

J.9

**PAST PERFORMANCE EVALUATION FORM**

**PAST PERFORMANCE EVALUATION FORM**

(Check appropriate box)

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

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

---

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

**RATING GUIDELINES**

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

	<b>Quality Product/Service</b>	<b>Cost Control</b>	<b>Timeless of Performance</b>	<b>Business Relations</b>
	<ul style="list-style-type: none"> <li>-Compliance with contract requirements</li> <li>-Accuracy of reports</li> <li>-Appropriateness of personnel</li> <li>- Technical excellence</li> </ul>	<ul style="list-style-type: none"> <li>-Within budget (over/ under target costs)</li> <li>-Current, accurate, and complete billings</li> <li>-Relationship of negated costs to actual</li> <li>-Cost efficiencies</li> <li>-Change order issue</li> </ul>	<ul style="list-style-type: none"> <li>-Meet Interim milestones</li> <li>-Reliable</li> <li>-Responsive to technical directions</li> <li>-Completed on time, including wrap-up and</li> <li>-contract administration</li> <li>-No liquidated damages assessed</li> </ul>	<ul style="list-style-type: none"> <li>-Effective management</li> <li>-Businesslike correspondence</li> <li>-Responsive to contract requirements</li> <li>-Prompt notification of contract problems</li> <li>-Reasonable/cooperative</li> <li>-Flexible</li> <li>-Pro-active</li> <li>-effective contractor recommended solutions</li> <li>-Effective snail/small disadvantaged business Subcontracting program</li> </ul>
<b>0. Unacceptable</b>	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
<b>1. Poor</b>	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
<b>2. Minimally Acceptable</b>	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
<b>3. Acceptable</b>	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
<b>4. Good</b>	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
<b>5. Excellent</b>	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			