

2. Contract Number	3. Solicitation Number <b>DCJM-2013-R-0010</b>	4. Type of Solicitation <input type="checkbox"/> Sealed Bids (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency <input type="checkbox"/> Human Care Agreement	5. Date Issued <b>1/28/2013</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Subcontracting Set-aside
--------------------	---	--	------------------------------------	--

7. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 15 <sup>th</sup> Street, NW 4 <sup>th</sup> Floor Washington, DC 20005-2720	8. Address Offer to: Same as block 9
--	---

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and THREE 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 1125 15<sup>th</sup> Street, NW 2nd Fl Mailroom until 4:00 p.m. local time February 11, 2013  
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name <b>Monica Brown</b>	B. Telephone <small>(Area Code) (Number) (Ext)</small> 202 730-1861	C. E-mail Address <a href="mailto:Monica.Brown4@dc.gov">Monica.Brown4@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	31
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3	X	J	List of Attachments	39
x	D	Packaging and Marking	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	14	X	K	Representations, certifications and other statements of offerors	40
X	F	Deliveries or Performance	14				
X	G	Contract Administration Data	17	X	L	Instructions, conditions & notices to offerors	41
X	H	Special Contract Requirements	23	X	M	Evaluation factors for award	50

**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
---------------------------------	--------------------	--------------------	--------------------	---------------------

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
----------------------------------	--

15B. Telephone		17. Signature	18. Offer Date
<small>(Area) (Number) (Ext)</small>		15 C. Check if remittance address is different from above - Refer to Section G	

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19 Accepted as to Items numbered	20. Amount	21 Accounting and Appropriation
----------------------------------	------------	---------------------------------

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
---	---	----------------

**PART 1**

**THE SCOPE OF HUMAN CARE SERVICES**

**SECTION B – HUMAN CARE SERVICES AND SERVICE RATES**

The Department on Disability Services (DDS), Rehabilitation Services Administration (RSA), hereinafter referred to as the “**District**,” is seeking a contractor to prepare a *State-wide Comprehensive Needs Assessment* (SCNA) that describes the rehabilitation needs of individuals with disabilities residing within the District of Columbia, particularly the vocational rehabilitation (VR) service needs, as mandated in section 101 (a) (15) of the Rehabilitation Act of 1973.

**B.1** The District contemplates the award of a firm fixed price contract.

**B.2 PRICE SCHEDULE – FIRM FIXED PRICE**

**B.2.1 BASE YEAR**

Contract Line Item No. (CLIN)	Item Description	Unit	Quantity	Unit Price	Total Price
0001*	Prepare state-wide comprehensive needs assessment as required in Section C.3.	Month	4	\$ _____	\$ _____
0002	Final Report described in C.3.2.11 and C.3.3	Each	1	\$ _____	\$ _____
<b>Grand Total for B.2</b>					\$ _____

**\*One month option periods will be paid at same rate as 0001.**

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) is seeking a Contractor to prepare a *State-wide Comprehensive Needs Assessment* that describes the rehabilitation needs of individuals with disabilities residing within the District mandated in section 101 (a) (15) of the Rehabilitation Act of 1973.

- C.1.1. Preferably, the Contractor shall be qualified and experienced in the field of VR with the skills, knowledge and ability to develop, coordinate, collect, analyze, summarize, and disseminate data in the form of a conclusive State-Wide Comprehensive Needs Assessment for the District of Columbia Government.
- C.1.2. The Contractor shall complete the services required by this contract not later than **May31, 2013**.
- C.1.3. The purpose of this procurement is to outline a plan of action designed to respond to the expressed needs of the DC-RSA and the Federal requirements as stated by the Department of Education: 34 CFR Part 361. The study shall describe the rehabilitation needs of persons with disabilities residing within the District of Columbia, particularly the vocational rehabilitation service needs as outlined in the 34 CFR Part 361 of the Rehabilitation Act.
- C.1.4. The purposes of this procurement are to (1) assess the needs of District of Columbians with disabilities and (2) assess ways to improve service delivery within the rehabilitation program.
- C.1.5. In addition to providing an assessment of the need to establish, develop, or improve Community Rehabilitation Programs within the District of Columbia, the contractor shall assess the rehabilitation needs of the following individuals:
  - C.1.5.1 Persons with the most significant disabilities, including their need for supported employment services;
  - C.1.5.2 Persons with disabilities who are minorities and persons with disabilities who have been unserved or underserved by the vocational rehabilitation program carried out under Part 361; and
  - C.1.5.3 Persons with disabilities served through other components of the statewide workforce investment system as identified by those individuals and personnel assisting those individuals through the components of the system.

**C.1.6** The Contractor’s finished product shall also be designed to assist Rehabilitation Services Administration (RSA) and the State Rehabilitation Council (SRC) with the continued alignment of services to meet the needs of the target population. The target population, for the purpose of this contract, are individuals with disabilities who are at least sixteen years of age with mental illness, intellectual disabilities, other developmental disabilities, traumatic brain injury, spinal cord injury, autism, deaf-blindness, blindness/visually impairment, deafness/hearing impairment, dual diagnoses, veterans with disabilities or seniors with disabilities,

**C.1.7** According to the United States Census Bureau’s American Community Survey (2006), approximately 11% (43,850) of the working age population (396,111) has some type of disability. Therefore, the assessment must be designed to assist the RSA and SRC in determining the vocational rehabilitation service needs of persons with disabilities in the District of Columbia.

**C.1.5 Applicable Documents**

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>	<b>Location</b>
1	Public Law	<i>Rehabilitation Act</i> Public Law 93-112, as amended by Public Laws 93-516, 95-602, 98-221, 99-506, 100-630, 102-569, 103-073, and 105-220	1973	<a href="http://www.ed.gov/policy/speced/reg/narrative.html">http://www.ed.gov/policy/speced/reg/narrative.html</a>
2	Public Law	<i>Workforce Investment Act</i>	1998	<a href="http://www.usdoj.gov/crt/508/508law.html">http://www.usdoj.gov/crt/508/508law.html</a>
3	State Plan	District of Columbia <i>State Plan for Title I and Title VI, Part B Supplemental</i>	2011	<a href="http://dds.dc.gov/DC/DDS/About+DDS/DDS+Key+Documents/RSA+Key+Documents">http://dds.dc.gov/DC/DDS/About+DDS/DDS+Key+Documents/RSA+Key+Documents</a>
4	Public Law	<i>The Americans with Disabilities Act</i>	1990	<a href="http://www.usdoj.gov/crt/ada/adahom1.htm">http://www.usdoj.gov/crt/ada/adahom1.htm</a>
5	Public Law	<i>Individuals with Disabilities Educational Act (IDEA)</i>	2004	<a href="http://www.nichcy.org/reauth/IDEA2004regulations.pdf">http://www.nichcy.org/reauth/IDEA2004regulations.pdf</a>
6	Public Law	<i>Developmental Disabilities Assistance and Bill of Rights Act</i>	2000	<a href="http://www.special-ed-law.com/docs/rightsact.pdf">http://www.special-ed-law.com/docs/rightsact.pdf</a>
7	DC Law	<i>DC Language Act</i>	2004	<a href="http://ohr.dc.gov/ohr/frames.asp?doc=/ohr/lib/ohr/pdf/brochures/D.C._Language_Access_Act_of_2004.pdf">http://ohr.dc.gov/ohr/frames.asp?doc=/ohr/lib/ohr/pdf/brochures/D.C._Language_Access_Act_of_2004.pdf</a>

## C.1.6 DEFINITIONS

- C.1.6.1. Applicant** - an individual who submits an application for vocational rehabilitation services.
- C.1.6.2. Assistive technology device** - any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve the functional capabilities of an individual with a disability.
- C.1.6.3. Client** - an individual who has been determined eligible for rehabilitation services.
- C.1.6.4. Client Assistance Program (CAP)** - the program established pursuant to *34 C.F.R. Part 370* for the purpose of advising, informing, assisting and advocating for applicants and eligible individuals regarding all services and benefits available pursuant to this chapter.
- C.1.6.5. Client Services Division** - a division within the Rehabilitation Services Administration, Department on Disability Services.
- C.1.6.6. Department on Disability Services** - a department within the Government of the District of Columbia.
- C.1.6.7. Family member** (for purposes of receiving vocational rehabilitation services in accordance with subsection 113.2(i)) - an individual who either:
- C.1.6.7.1** Is a relative or guardian of an applicant or eligible individual; or
  - C.1.6.7.2** Lives in the same household as an applicant or eligible individual;
- C.1.6.8. Independent Living Plan (ILP)** - a plan that describes the established goals or objectives, the services to be provided and the anticipated duration of the services program necessary to enable an individual with a significant disability to become self-sufficient.
- C.1.6.9. Individual with a disability** (except as defined in the subsection that immediately follows) - is individual:
- C.1.6.10. Individual with a disability** for purposes of 34 C.F.R §§ 361.5(b)(14), 361.13(a), 361.13(b)(1), 361.17(a), (b), (c), and (j), 361.18(b), 361.19, 361.20, 361.23(b)(2), 361.29(a) and (d)(5), and 361.51(b) - means an individual who:
- C.1.6.10.1** Has a physical or mental impairment that substantially limits one or more major life activities;
  - C.1.6.10.2** Has a record of a physical or mental impairment that substantially limits one or more major life activities; or
  - C.1.6.10.3** Is regarded as having an impairment that limits one or more major life

**C.1.6.10.4** activities.

**C.1.6.11. Individual with a significant disability** - an individual with a disability who has a severe physical or mental impairment that seriously limits one or more functional capacities (such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance, or work skills) in terms of an employment outcome; whose vocational rehabilitation can be expected to require multiple vocational rehabilitation services over an extended period of time; and who has one or more physical or mental disabilities.

**C.1.6.12. One-Stop Career Center** - a service delivery system that is structured pursuant to Title I of the Workforce Investment Act of 1998, in accordance with 20 C.F.R. Part 662.

**C.1.6.13. Physical or mental impairment** - Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, muscular, skeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine; or any mental or psychological disorder such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

**C.1.6.14. Rehabilitation Services Administration** - an administration within the Department on Disability Services, District of Columbia.

**C.1.6.15. Stakeholders** – for the purpose of this contract include, but are not limited to:

- a. The State Rehabilitation Council (SRC)
- b. The Statewide Independent Living Counsel (SILC)
- c. Centers for Independent Living (CILs)
- d. District of Columbia Government Agencies, including the District of Columbia Public Schools (DCPS), the Rehabilitation Services Administration (RSA), the Office of the State Superintendent of Education (OSSE), the Department of Mental Health (DMH), the Department of Employment Services (DOES), the Department of Corrections, the Department of Youth Rehabilitation Services, and the Children and Family Services Administration (CFSA).
- e. Consumers
- f. Rehabilitation Counselors
- g. Consumer Advocacy and Self Advocacy Groups
- h. Individual VR and IL consumers
- i. State workforce partners (including one stop centers)
- j. Mayor’s Committee on Persons with Disabilities
- k. Client Assistance Program
- l. Elected officials

- m. Local Advisory Neighborhood Commissions
- n. The District of Columbia Public Schools
- o. Civic Associations
- p. Area Hospitals
- q. Developmental Disabilities Council
- r. Local Colleges and Universities
- s. Special Education Parents Center

- C.1.6.16. State** - one (1) of the United States of America to include the District of Columbia, Commonwealth of Puerto Rico, the U.S. Virgin Islands, Guam American Samoa and the Commonwealth of the Northern Mariane Islands.
- C.1.6.17. State Director** - The Deputy Director of The Department on Disability Services/ Rehabilitation Services Administration.
- C.1.6.18. Statewide workforce investment system** - a system described in section 111(d)(2) of the Workforce Investment Act of 1998 (29 U.S.C. § 2821(d)(2)).
- C.1.6.19. State plan** - the State plan submitted by the District of Columbia for vocational rehabilitation services submitted pursuant to 34 C.F.R. § 361.10.
- C.1.6.20. State Rehabilitation Council** - the council established within the District of Columbia pursuant to 34 C.F.R. §§ 361.16 and 17 for the purpose of assisting the Client Services Division with the development, implementation, and revision of policies and procedures of general applicability pertaining to the provision of vocational rehabilitation services.
- C.1.6.21. Substantial impediment to employment** - a physical or mental impairment (in light of attendant medical, psychological, vocational, educational, communication, and other related factors) hinders an individual from preparing for, entering into, engaging in, or retaining employment consistent with the individual's abilities and capabilities.
- C.1.6.22. Supported employment** - Competitive employment in an integrated setting, or employment in integrated work settings in which individuals are working toward competitive employment, consistent with the strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice of the individuals with ongoing support services for individuals with the most significant disabilities:
- a. For whom competitive employment has not traditionally occurred or for whom competitive employment has been interrupted or intermittent as a result of a significant disability; and
  - b. Who, because of the nature and severity of their disabilities, need intensive supported employment services and extended services after transition to perform this work; or

- c. Transitional employment for individuals with the most significant disabilities due to mental illness.

**C.1.6.23. Supported employment services** - ongoing support services and other appropriate services that are needed to support and maintain an individual with a most significant disability in supported employment that are:

- a. For a period of time not to exceed eighteen (18) months, unless under special circumstances the eligible individual and the rehabilitation counselor or coordinator jointly agree to extend the time to achieve the employment outcome identified in the individualized plan for employment; and
- b. Following transition, as post-employment services that are unavailable from an extended services provider and that are necessary to maintain or regain the job placement or advance in employment.

**C.1.6.23. Transition services** - a coordinated set of activities for a student designed within an outcome-oriented process that promotes movement from school to post-school activities, including postsecondary education, vocational training, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The coordinated set of activities shall be based upon the individual student's needs, taking into account the student's preferences and interests, and shall include instruction, community experiences, the development of employment and other post-school adult living objectives, and, if appropriate, acquisition of daily living skills and functional vocational evaluation. Transition services shall promote or facilitate the achievement of the employment outcome identified in the student's individualized plan for employment.

**C.1.6.24. Transitional employment** (as used in the definition of "supported employment") - a series of temporary job placements in competitive work in integrated settings with ongoing support services for individuals with the most significant disabilities due to mental illness. In transitional employment, the provision of ongoing support services shall include continuing sequential job placements until job permanency is achieved.

**C.1.6.25. Transportation** - travel and related expenses that are necessary to enable an applicant or eligible individual to participate in a vocational rehabilitation service, including expenses for training in the use of public transportation, vehicles and systems.

**C.1.6.26. Under-served Population**- Individuals who receive some services from RSA but may not receive the entire compliment of services required.

**C.1.6.27. Un-served Population**-Individual with disabilities whose disability or disabilities

impede their ability to participate in gainful employment.

**C.1.6.28.U.S.C.** - United States Code.

**C.1.6.29.Vocational Rehabilitation services** - those services that are necessary to determine an applicant's eligibility or that are necessary for an eligible individual to prepare for, secure, retain, or regain employment consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

**C.1.6.30.Washington, D.C. Metropolitan Area** - areas in the District of Columbia, Maryland and Virginia that can be accessed by public transportation.

**C.1.6.31.Workforce Investment Act** - Title I of the Workforce Investment Act of 1998, which is codified generally at 29 U.S.C. §§ 2801 et seq.

## **C.2 BACKGROUND**

**C.2.1** The District of Columbia Rehabilitation Services Administration (RSA) is a public agency within the District of Columbia's Department on Disability Services (DDS) whose mission is "to provide comprehensive vocational and independent living services to persons with disabilities which will maximize their quality of life and promote their employability and self-sufficiency."

**C.2.2** RSA is principally governed by the Rehabilitation Act of 1973 which provides the statutory language for each state, territory, and the District of Columbia in the provision of services to persons with disabilities using federal basic support formula grant funds. In accordance with the Act, each state, territory, and the District of Columbia must submit a state plan for the provision of services to persons with disabilities, including the assurance of conducting and submitting the results of a state-wide needs assessment. This plan, according to the Rehabilitation Act, "shall include the results of a comprehensive State Wide Assessment jointly conducted by the designated State Unit, which is RSA and the State Rehabilitation Council (SRC) every three years, describing the rehabilitation needs of individuals with disabilities residing within the State..." The needs assessment is a critical component to the State Plan. As recently as June of 2008, DCRSA conducted the comprehensive statewide needs assessment that focused specifically on persons with significant disabilities.

## **C.3 REQUIREMENTS**

### **C.3.1 Method of Service Delivery**

- C.3.1.1** The Contractor shall meet with the Deputy Director of RSA and the SRC within three business days after contract award.
- C.3.1.2** The Contractor shall develop and submit an implementation plan via electronic mail for approval by the Deputy Director of RSA and the SRC within ten business days after the meeting described in C.3.1.1.
- C.3.1.3** The Contractor's implementation plan shall address, but not be limited to, the following:
- C.3.1.3.1** A strategy to ensure the number of individuals reached for the purpose of this assessment are a representative sampling of the total population of persons with disabilities in the District of Columbia;
  - C.3.1.3.2** A marketing and outreach strategy utilizing local media and stakeholders that will allow the Contractor to reach the maximum number of persons with disabilities and their families;
  - C.3.1.3.3** A strategy to utilizing a combination of reporting and assessment tools to capture data including, but not limited to, written surveys, interviews, focus groups, captive audiences, electronic communication, and other authorized methods approved by RSA and the SRC;
  - C.3.1.3.4** A strategy to collect data from a representative sampling of the total number of residents with disabilities in the District;
  - C.3.1.3.5** A strategy for obtaining data on process flow from clients who have entered the VR system with RSA, from first interaction with RSA through case closure as well as data on those who are not successfully closed;
  - C.3.1.3.6** A strategy to collect and present stratified data on the most commonly used and accepted categories of persons with disabilities that includes, but not limited to, age, gender, race, primary languages spoken, ethnicity, educational level, disability type, District of Columbia Ward of participants' residence, literacy levels, economic status, individuals who have experienced stroke, availability of vocational training and certification programs, location and form of assistance received by people;
  - C.3.1.3.7** A strategy to categorize data collected on the following populations: mental illness, intellectual disability, other developmental disabilities, traumatic brain injury, spinal cord injury, autism, deaf-blind, blind-visually impaired, deaf-hearing impaired, dual diagnoses, incarcerated, veterans, seniors, transition-age youth;

- C.3.1.3.8** A strategy to obtain data on what employment opportunities people with disabilities typically get, and on trends in the regional workforce and economy as a whole to include those who do not have disabilities;
- C.3.1.3.9** A strategy to capture and analyze quantitative and qualitative data and information that identifies the specific and/or categorical needs of persons with disabilities and their families;
- C.3.1.3.10** A strategy to obtain data regarding the strategic use of supported employment, benefits counseling and other services in enabling people to get and keep jobs and provide retention support;
- C.3.1.3.11** A strategy to ensure compliance with the DC Language Act of 2004 (DC Act 15-414), including individuals who are blind, who are deaf, or who are both blind and deaf;
- C.3.1.3.12** A strategy to assess the capacity of the provider community, including its ability to collaborate with educational institutions and other government agencies, ability to obtain assessment information, the satisfaction of people who are served, the populations that are or are not served, employment specialist certifications, and effectiveness in getting outcomes; This includes canvassing of educational institutional partners about how processes might be improved to increase outcomes;
- C.3.1.3.13** A strategy to engage local employers on how well people who receive services from RSA are meeting employers' needs;
- C.3.1.3.14** A strategy to assess the jobs that the target population has had the most success, and the reasons why these employment opportunities have been successful;
- C.3.1.3.15** A strategy to develop recommendations that reflect the effectiveness of RSA's outreach efforts, which services are most effective in assisting people with disabilities to obtain and retain good jobs, and make recommendations regarding the services that RSA should continue to provide, start to provide, or cease to provide in order to best assist people with disabilities achieve positive employment outcomes; and
- C.3.1.3.16** A strategy to gain access to persons with disabilities and their families by utilizing a specific list of stakeholders (C.1.6.15) provided by RSA as well as those derived from the Contractor's own research.
- C.3.1.4** The Contractor shall develop public information materials, to include briefing book with data highlights, including executive summaries and press releases for distribution to various audiences as appropriate with District approval and submittal to RSA upon completion of the contract, which shall also include press releases.

- C.3.1.5** The Contractor shall send surveys to at least 500 and conduct 50 interviews with people served by RSA, un-served and under-served populations, and District wards with high prevalence of people with disabilities to determine strengths and weaknesses within the RSA service delivery system; and
- C.3.1.6** The Contractor shall conduct, at a minimum, ten (10) focus groups including people served by RSA, un-served and under-served populations, and District wards with high prevalence of people with disabilities. Focus group discussions must include, but not be limited to, the individuals' positive interactions with the RSA system as well as areas of possible improvement.
- C.3.1.7** The Contractor shall conduct surveys to current community rehabilitation providers and key government partners in order to evaluate provider capacity, and up with interviews for clarification.
- C.3.1.8** The Contractor shall document evidence of all measures taken to ensure confidentiality of participants and ensure the participants' and their information are utilized solely for the purpose of the Needs Assessment.

**C.3.2 Progress Reporting Requirements**

- C.3.2.1** The Contractor shall submit weekly oral or written reports that include, but not be limited to, the following:
  - C.3.2.1.1** Status of development of a finalized interview questionnaire for Key Informant interviews;
  - C.3.2.1.2** Status of development of a focus group interview questionnaire template for unique Focus Group Sessions;
  - C.3.2.1.3** Status of development of a stakeholder survey questionnaire template to be utilized for each unique Stakeholder Survey;
  - C.3.2.1.4** Status of surveys described in C.3.1.5; and
  - C.3.2.1.5** Status of focus groups described in C.3.1.6;
  - C.3.2.1.6** Status of surveys to current community rehabilitation providers and key government partners, following up with interviews for clarification.
- C.3.2.2** The Contractor shall have weekly follow-up teleconferences with RSA and SRC to discuss progression of the study.
- C.3.2.3** The Contractor shall submit by **April 30, 2013**, an interim report that provides data on prioritized metrics, as identified by RSA at the outset of the Contract.

- C.3.2.4** The Contractor shall submit to RSA and the SRC for final approval, a draft of the final report no later than **May 15, 2013**.
- C.3.2.5** The Contractor shall provide at the conclusion of the assessment a completed State-wide Comprehensive Needs Assessment report.
- C.3.2.6** The Contractor shall submit a soft copy Microsoft Word document along with an original and four (4) a hard copies of the final report to RSA and the SRC.
- C.3.2.7** The Contractor shall present a verbal presentation of the assessment's results to RSA and the SRC.
- C.3.2.8** The Contractor shall provide Microsoft PowerPoint slides with the final oral presentation.
- C.3.2.9** The Contractor shall relinquish ownership of all supporting documents, final drafts, and the final report to District.
- C.3.2.10** The Contractor shall provide to RSA all supporting documentation related to the final report/assessment.
- C.3.2.11** The Contractor shall submit the final approved report to RSA and the SRC no later than **May 31, 2013** as an original plus four hard copies in separate binders.
- C.3.3 State-wide Comprehensive Needs Assessment Report**
  - C.3.3.1** The Contractor shall be responsible for the design, facilitation, and execution of the SCNA.
  - C.3.3.2** The Contractor shall base the SCNA Report on summative and formative data that must be presented in a manner that identifies the specific and/or categorical needs of District residents with disabilities.
  - C.3.3.3** The Contractor shall fully address within the report the needs of, at a minimum, the following groups of people:
    - C.3.3.3.1** individuals with the most significant disabilities
    - C.3.3.3.2** individuals in underserved and unserved populations, highlighting specifically minority residents;
    - C.3.3.3.3** recipients of workforce development and employment systems other than vocational rehabilitation (VR)
    - C.3.3.3.4** individuals served through community rehabilitation programs (CRPs).

- C.3.3.4** The Contractor's report must consist of both qualitative and quantitative data
- C.3.3.5** The Contractor shall stratify data collected and recommendations for services using the most commonly used and accepted categories of persons with disabilities.
- C.3.3.6** The Contractor's Needs Assessment Report must include an analysis of the resources, priorities and concerns of people with disabilities and make recommendations as to the support services necessary to meet the needs of people with disabilities.

## **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)

## **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)

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

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

The term of the contract shall be for a period of *five (5) months* from date of award 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 two (2) *one (1) month* option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice

requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

**F.2.3** The rate for the option period shall be continue at the rate specified in 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 *seven(7) months*.

**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>Deliverable</b>	<b>Quantity</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
Implementation Plan C.3.1.2	1	Soft copy	10 business days after initial meeting in C.3.1.1
Weekly written reports C.3.2.1-3.2.7	10	Electronic copy, Soft Copy, and inclusion in Appendices of Final Report submitted to the RSA/SRC	Weekly and before the close of business every Friday, beginning the Friday of the first week of performance of the contract, ending May 31, 2013, and excluding the weeks that the interim, draft, and final reports are submitted.
Interim Report C.3.2.9	1	e-mail	April 30, 2013
Draft CSNA Report, C.3.2.10	1	Soft copy plus original and four (4) hard copies in binders	May 15, 2013
Final CSNA Report, C.3.2.17	1	Soft copy plus original and four (4) hard copies in binders	May 31, 2013
Briefing Book, C.3.3.1	1	Soft copy plus original and four (4) hard copies in binders	Within five (5) days of completion of the contract
Presentation of Final	1	In person	By June 7, 2013

CSNA Report C.3.2.14	Final payment		
----------------------	------------------	--	--

## **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 within ten (10) calendar days of the examination and at the same time evaluation reports for each client are submitted, submit the appropriate invoice associated with the authorized date and time of the evaluation using an Invoice (authorization voucher). Consideration for services rendered shall be payable upon receipt of properly completed invoices and upon verification, review and approval of the invoice and evaluation report 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 CA specified in Section G.9 below. The address of the CFO is:

**Office of the Chief Financial Officer  
Department on Disability Services  
Attn: Accounts Payable  
P.O. Box 54047  
Washington, DC 20032-0247**

**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**

Unless otherwise specified in this contract, payment will be made on partial deliveries services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
  - "Payment will be made on completion and acceptance of each item for which the price is stated in the Schedule in Section B".
- c) Presentation of a properly executed invoice.

## **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 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 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:

Ms. Marsha Robinson  
Department on Disability Services  
Contracting Officer  
1125 – 15<sup>th</sup> Street, N.W. 4<sup>nd</sup> Floor  
Washington, DC 20005  
E-mail Address: [Marsha.Robinson@dc.gov](mailto:Marsha.Robinson@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) (formerly Contracting Officer's Technical Representative (COTR))**

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

Name: Marlene Jones-Kinney  
Title: Quality Assurance Supervisor  
1125 15th Street, NW  
Washington, DC 20005  
**Telephone In Awarded Contract**  
**E-mail address: In Awarded Contract**

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

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

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

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

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

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

**H.1.2** The Contractor shall negotiate an Employment Agreement with the 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, dated 6/13/2012, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the Standard Contract Provisions. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such

information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

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

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

- (e) Residence; and
- (f) Referral source for all new hires.

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

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

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

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

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

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

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

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

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

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

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

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [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));
- (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 Department of Health Care Finance to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

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

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

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

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

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

**H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

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

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 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 Subcontractor Standards**

**H.9.4.1** A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** 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.9.5.2** 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.9.5.3** 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 DISTRICT RESPONSIBILITIES**

The District will provide office space, computers, telephones, copy machines, and basic office supplies (such as pens, pencils, notepads, and staplers) while the Contractor is in the District of Columbia to conduct work on the Needs Assessment.

### **H.11 CONTRACTOR RESPONSIBILITIES**

The Contractor shall arrange and pay for lodging of its staff during the time periods necessary for the Contractor to remain in the District of Columbia, and shall build an estimate of these and any other necessary costs into the Contractor's bid

## **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 Solicitation Attachments under the heading “Vendor Support Center”, then click on “Standard Contract Provisions (March 2007)”.

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

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

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

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

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

**RESTRICTED RIGHTS LEGEND**

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

and

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

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO 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**

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims that the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR’S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:
- Marsha Robinson  
1125 15<sup>th</sup> St, NW, 4<sup>th</sup> Floor  
Washington, DC 20005  
(202) 730-1628/E-mail [marsha.robinson@dc.gov](mailto:marsha.robinson@dc.gov)*
- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor’s Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

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

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

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**I.12 GOVERNING LAW**

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

**SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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

*Offeror shall complete and return J.3, J.4,J.8 with proposal. J.7 and J.9 should be emailed to [Monica.Brown@dc.gov](mailto:Monica.Brown@dc.gov) as soon as possible.*

<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) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”

<b>Attachment Number</b>	<b>Document</b>
<b>J.2</b>	U.S. Department of Labor Wage Determination No 2005-2103, dated 6/13/2012
<b>J.3</b>	Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<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>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.9</b>	W-9

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

Offeror(s) shall complete and submit the Bidder/Offeror Certification Form available at [www.ocp.dc.gov](http://www.ocp.dc.gov). Click on “Solicitation Attachments”

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

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, based on the evaluation criteria set forth in Section M.4

#### **L.1.2 Initial Offers**

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

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

**L.2.1** One original and *three (3)* 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. **(DCJM-2013-R-0010, State-wide Comprehensive Needs Assessment and name of offeror)**".

**L.2.2** 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 proposed program supplies, services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the

offeror proposes to fully meet the requirements in Section C. Technical proposals shall be organized as follows, including an Executive Summary and index:

**L.2.2.1. Technical Expertise.** This section outlines the areas in which the Offeror must clearly demonstrate the manner in which it will meet each requirement of the contract. It is important that each question or request for information be addressed.

**L.2.2.1.1. Offeror’s Qualifications**

The Offeror must present narrative that clearly demonstrates how it possesses a thorough knowledge of the contract requirements. This may consist of evidence of providing the same or similar services to or other jurisdictions where state-wide comprehensive needs assessments may be required.

**L.2.2.1.2. Organization and Capability**

This section must include a description of the Offeror’s organization, current organizational structure, history, legal structure, ownership, and affiliations.

**L.2.2.2. Technical Approach**

**L.2.2.2.1.** This section must describe the Offeror’s experience in providing state-wide comprehensive needs assessments or the Offeror’s unique qualifications and skills that make it qualified to provide the requirements of this contract as well as the Offeror’s technical plan, including the Offeror’s service description, service delivery, and knowledge of the population to be assessed in the required work; and 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 interdependency of each element in the successful delivery of the required services. For Example, the Contractor may demonstrate the following: (1) have a successful track record of obtaining federal funding and contracts that relate to persons with disabilities and state rehabilitation programs; (2) show previous outreach activities to individuals with disabilities, particularly those from unserved and underserved populations; (3) possess the knowledge and skills to carry out the purposes of the *Rehabilitation Act*, which will reflect in the offeror’s professional experiences; and (4) have a history of working with persons with disabilities, particularly those from unserved and underserved populations.

**L.2.2.2.2. Capacity to deliver on time.** The Offeror shall submit project plans draft templates of survey tools required in Section C.3.1.

### **L.2.2.3 Past Performance**

**L.2.2.3.1.** The Offeror shall provide contact information for references that the District may use to obtain past performance evaluations. There is no minimum number of contacts or past performances required, but the references provided must be relevant and clearly demonstrate the Contractor's reliability and capability of providing the services.

**L.2.3** Offerors shall complete, sign and submit with the proposal all Representations, Certifications and Acknowledgments and other required Attachments as appropriate.

**L.2.4** The Certified Small Business Enterprise (CSBE) Subcontracting Plan required by special contract requirement H.9 and District law shall be submitted with the Technical Proposal package.

### **REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) 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). Contract awards will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

### **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 **4:00 p.m, February 11, 2013**. 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:

**L.3.1.1** The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

**L.3.1.2** The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

**L.3.1.3** The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

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

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **three (3)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than three (3) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not

be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Department on Disability Services, (202) 730-1717 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Department on Disability Services of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Department on Disability Services 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 PROPOSAL PROTESTS**

Any actual or prospective offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be

protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

#### **L.8 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.9 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.10 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.11 PROPOSAL COSTS**

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

#### **L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

### **L.13 ACKNOWLEDGMENT OF AMENDMENTS**

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

### **L.14 BEST AND FINAL OFFERS**

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

### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the name, address, telephone number and federal tax identification number of offeror;

### **L.16 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.17 STANDARDS OF RESPONSIBILITY**

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

- L.17.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.17.2** 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.17.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.17.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.17.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.17.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.17.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

**M.1.1** The District will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

**M.1.2** The technical evaluation factors listed below are in descending order of importance:

**M.1.2.1** Experience on similar contracts. (*Similar contracts include jurisdictions that are comparable to the District that are mandated to compile the same or similar type data*).

**M.1.2.2** Key Personnel. (*Persons directly responsible for providing services under this contract*).

**M.1.2.3** Technical Approach. (*Description of the Contractor's methodology for completing tasks described in the contract*)

### M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

		requirements; no deficiencies.
--	--	--------------------------------

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

### **M.3 EVALUATION STANDARDS**

#### **M.3.1 Factor: Technical Expertise**

**30 points**

- a) Description: Information including resumes and certificates, demonstrating the qualifications and expertise of the Offeror to meet the minimum qualifications and the expertise to perform the services required. Offeror acknowledges the responsibilities to perform the requirements. The Offeror's information, including resumes and other relevant credentials are consistent with the information presented in the Offeror's proposal;
- b) Offerors provides a brief summary of the qualifications and roles of the key personnel for this project and attaches resumes. Key personnel shall have demonstrated expertise in conducting needs assessment, analysis of quantitative and qualitative data, synthesizing data and other information into reports for various audiences, and work in disability and state rehabilitation programs.

#### **M.3.2 Factor: Technical Approach**

**30 points**

Description: 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 unique qualifications and skills that make it qualified to provide the requirements of this contract as well as the Offeror's technical plan, including the Offeror's service description, service delivery, and knowledge of the population to be assessed in the required work; and 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 interdependency of each element in the successful delivery of the required services.

The standard is met when the Offeror:

- c) Presents a written narrative of the Offeror's service description providing evidence of the Offeror's understanding of the technical

components of the requirements. The Offeror demonstrates in a clear logical manner an awareness of the scope and complexity of project to be completed;

- d) Presents a written narrative of the Offeror's project plan including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The Offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the population to be assessed, and recognizing and addressing potential issues associated with implementing and completing the project plan; and
- e) Provides evidence in the Offeror's knowledge of industry standards and best practice models in the collection of state-wide needs assessment data.

### **M.3.3 Factor: Past Performance**

**30 points**

Description: This factor considers the Offeror'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, timeliness in service delivery, business practices, and overall satisfaction of the Offeror's performance

The standard is met when:

Offeror provides a curriculum vitae, along with three current professional references, that would (1) reflect a track record of obtaining state and federal funding and contracts that relate to persons with disabilities and state rehabilitation programs; (2) show previous outreach activities to individuals with disabilities, particularly those from un-served and under-served populations; (3) exemplify the knowledge and skills to carry out the purposes of the *Rehabilitation Act*, which will reflect in the offerors' professional experiences; and (4) show a history of working with individuals with disabilities, particularly those from un-served and under-served populations.

## **M. 4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

**M.4.1 TECHNICAL CRITERIA (90 Points)**

**M.4.2 PRICE CRITERIA (10 Points)**

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.4.3 PREFERENCE (Maximum 12 points in accordance with M.5)**

**M.4.4 TOTAL POSSIBLE POINTS (112 Points)**

**M.5 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

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

**M.5.1 General Preferences**

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

- M.5.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

- M.5.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.5.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.5.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a

100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

- M.5.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.5.3 Maximum Preference Awarded**

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

### **M.5.4 Preferences for Certified Joint Ventures**

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

### **M.5.5 Vendor Submission for Preferences**

- M.5.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.5.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.5.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

- M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

Washington, DC 20001

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.