

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Workforce Development Training		Page of Pages 1			
			2. Contract Number	3. Solicitation Number DCJZ-2010-R-0003	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 6/14/2010	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement Bid Room 441 4th Street, NW, Suite 703 South Washington, DC 20001				
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 PM</u> local time <u>13-Jul-10</u> (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 Nicole Matthews		B. Telephone (Area Code) 202 (Number) 724-2122 (Ext)			C. E-mail Address <a href="mailto:nicole.matthews@dc.gov">nicole.matthews@dc.gov</a>		
11. Table of Contents								
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<b>OFFER</b>								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment	10 Calendar days %		20 Calendar days %		30 Calendar days %	___ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date		
15A. Name and Address of Offeror		15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		16. Name and Title of Person Authorized to Sign Offer/Contract	
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date		



**SECTION B****CONTRACT TYPE, SUPPLIES OR SERVICES AND COST****B.1 INTRODUCTION**

The District of Columbia Office of Contracting and Procurement, on behalf of Department of Youth Rehabilitation Services (DYRS), is seeking a contractor to implement a comprehensive workforce development training program that shall engage youth, ages 16 to 21, who are committed to DYRS custody and are re-entering the local community from an out-of-home placement.

**B.2 CONTRACT TYPE**

The District contemplates award of fixed-price contract

**B.3 PRICE SCHEDULE FIXED PRICE****B.3.1 BASE YEAR**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantities</b>	<b>Extended Price</b>
<b>1001</b>	Develop and provide a comprehensive workforce development training program as described in Section C.5	Youth per day	\$ _____		\$ _____
<b>1002</b>	Cost reimbursement component 1: Wages paid to youth for on-the-job training or work experience as described in Section C.5.2.7				Not to Exceed \$ 207,900
<b>1003</b>	Cost reimbursement component 2: Quarterly Performance Incentive payment for meeting performance goals as described in Section G.4				Not to Exceed \$ 44,800

**B.3.2 OPTION YEAR ONE**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantities</b>	<b>Extended Price</b>
<b>1001</b>	Develop and provide a comprehensive workforce development training program as described in C.5	Youth per day	\$ _____		\$ _____
<b>1002</b>	Cost reimbursement component 1: Wages paid to youth for on-the-job training or work experience as described in Section C.5.2.7				Not to Exceed \$ 207,900
<b>1003</b>	Cost reimbursement component 2: Quarterly Performance Incentive payment for meeting performance goals as described in Section G.4				Not to Exceed \$ 44,800

**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantities</b>	<b>Extended Price</b>
<b>1001</b>	Develop and provide a comprehensive workforce development training program as described in Section C.5	Youth per day	\$ _____		\$ _____
<b>1002</b>	Cost reimbursement component 1: Wages paid to youth for on-the-job training or work experience as described in Section C.5.2.7				Not to Exceed \$ 207,900
<b>1003</b>	Cost reimbursement component 2: Quarterly Performance Incentive payment for meeting performance goals as described in Section G.4				Not to Exceed \$ 44,800

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantities</b>	<b>Extended Price</b>
<b>1001</b>	Develop and provide a comprehensive workforce development training program as described in Section C.5	Youth per day	\$_____		\$_____
<b>1002</b>	Cost reimbursement component 1: Wages paid to youth for on-the-job training or work experience as described in Section C.5.2.7				Not to Exceed \$ 207,900
<b>1003</b>	Cost reimbursement component 2: Quarterly Performance Incentive payment for meeting performance goals as described in Section G.4				Not to Exceed \$ 44,800

**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Estimated Quantities</b>	<b>Extended Price</b>
<b>1001</b>	Develop and provide a comprehensive workforce development training program as described in Section C.5	Youth per day	\$_____		\$_____
<b>1002</b>	Cost reimbursement component 1: Wages paid to youth for on-the-job training or work experience as described in Section C.5.2.7				Not to Exceed \$ 207,900
<b>1003</b>	Cost reimbursement component 2: Quarterly Performance Incentive payment for meeting performance goals as described in Section G.4				Not to Exceed \$ 44,800

**B.4** Any offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of

\$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.

**SECTION C**  
**SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE**

The District of Columbia Office of Contracting and Procurement, on behalf of Department of Youth Rehabilitation Services (DYRS), is seeking a contractor to implement a comprehensive workforce development training program that shall engage youth, ages 16 to 21, who are committed to DYRS’s custody and are re-entering the local community from an out-of-home placement. The Contractor shall provide intake and assessment, a workforce development training program, placement and retention services for approximately 35 youth annually.

**C.2 APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
1	Court Document	Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants - Civil No. 1519-85 (IFP) – Synopsis, Superior Court of the District of Columbia	Most Recent
2	Court Document	Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants Civil No.1519-85 (IFP) – Memorandum Order B Superior Court of the District of Columbia	Most Recent
3	District/ DYRS Document	Department of Youth Rehabilitation Services (DYRS) Mission and Vision Statement Available at: <a href="http://www.dyrs.dc.gov">www.dyrs.dc.gov</a>	Most Recent
4	Industry Standard	Positive Behavioral Intervention Supports (PBS) Model Available at: <a href="http://www.dcsig.org">www.dcsig.org</a>	Most Recent
5	District Document	DC Employment Occupational Projections by Career Clusters 2006 - 2016 <a href="http://www.does.dc.gov/does/frames.asp?doc=/does/lib/does/Copy_of_District_of_Columbia_Occupational_Projections_by_Career_Clusters_2006_-_2016_II_new.pdf">http://www.does.dc.gov/does/frames.asp?doc=/does/lib/does/Copy_of_District_of_Columbia_Occupational_Projections_by_Career_Clusters_2006_-_2016_II_new.pdf</a>	Most Recent
6	DYRS Policy & Procedures	Unusual Incident Protocol Division of Courts and Community Services Department of Youth Rehabilitation Services	Most Recent
7	D.C. Code	Department of Youth Rehabilitation Services Establishment Act of 2004 D.C. Official Code, Title II, Chapter 15, Subchapter I-A Available at: <a href="http://www.dccouncil.washington.dc.us">www.dccouncil.washington.dc.us</a>	Most Recent
8	Industry Standard	“PEPNet Quality Standards for Youth Programs” Developed by the National Youth Employment Coalition Available at: <a href="http://www.nyec.org/page.cfm?pageID=116">http://www.nyec.org/page.cfm?pageID=116</a>	Most Recent

Item No.	Document Type	Title	Date
9	Federal Grant	Department of Labor Young Offenders State/Local Implementation Grant <a href="http://www.doleta.gov/grants/grants_awarded.cfm">http://www.doleta.gov/grants/grants_awarded.cfm</a>	Most Recent
10	Industry Assessment	Magellan Career Explorer Vocational Assessment <a href="http://www.valparint.com/magellan.htm">http://www.valparint.com/magellan.htm</a>	Most Recent
11	National Credential	National Work Readiness Credential <a href="http://www.workreadiness.com/">http://www.workreadiness.com/</a>	
12	National Credential	National Career Readiness Certificate <a href="http://www.act.org/certificate/">http://www.act.org/certificate/</a>	
13	District/ DYRS Document	Youth Development Principals & Approach Department of Youth Rehabilitation Services Case Management Manual, March 2010	

### C.3 DEFINITIONS

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

- C.3.1 ABE (Adult Basic Education)** – educational opportunities for individuals to acquire and improve their literacy skills.
- C.3.2 Average Daily Attendance Rate** – a measure of each youth participant’s attendance that is calculated by dividing the number of days the youth has attended training and other activities in a given period by the number of days in the period. For example, a youth who has attended 14 days of training in a 20-day training period has an average daily attendance rate of 70 percent.
- C.3.3 Behavioral Interventions** – mechanisms rooted in principles of youth development that address issues with behavior in a classroom setting.
- C.3.4 Retention Specialist** – is the individual responsible or supporting the youth, conducting follow-up to ensure that the placement goes well and possibly providing instruction during the teaching sessions.
- C.3.5 Community Release Agreement** – is a contract signed by each committed youth upon release from secure care custody. This contract between the youth and DYRS and its specifies the terms and conditions of the youth’s return to the community.
- C.3.6 Cultural Sensitivity** – is the practice of providing appropriate services that are inclusive of all groups (in terms of their ethnicity, age, gender, cultural practices, sexual orientation, socio-economic status, educational background, and language).
- C.3.7 Department of Employment Services (DOES)** – DOES is the governmental agency responsible for the administration of the federal Workforce Investment Act (WIA) funds in the District of Columbia. The DOES Office of Youth Programs utilizes both WIA funding and local funding to contract with a network of community-based providers to offer a wide array of training opportunities for in-school and out-of-school youth ages 14 to 21 to equip them with the necessary skills to successfully compete in the labor market.

- C.3.8 Department of Youth Rehabilitative Services (DYRS)** –The District of Columbia government agency charged with improving public safety and giving court-involved youth the opportunity to become more productive citizens by building on the strengths of youth and their families in the least restrictive, most homelike environment consistent with public safety.
- C.3.9 DYRS Case Manager** – is the individual DYRS personnel who is responsible for ensuring the initial assessment of the youth and his/her family’s needs, the provision of services to meet those identified needs and the ongoing monitoring of the services delivered to insure compliance with the youth’s service plan.
- C.3.10 DYRS Committed Youth** – are youth found to be involved in an illegal or criminal act and who are subsequently remanded to the care and custody of the District/DYRS by the Family Court Division of D.C. Superior Court for a determinate period of time to receive rehabilitation services in the least restrictive environment consistent with public safety.
- C.3.11 Educational Support/ Advocacy** – a support services designed to increase the academic performance and educational skills of youth. These services may include individualized approaches (such as mentors and tutors) as well as use of non-traditional methods and materials, (such as computers and web-based learning).
- C.3.12 Individual Service Plan** – is a single document that integrates and outlines all services and support a youth may receive irrespective of where the youth resides. The Individual Service Plan presents the measurable goals and objectives identified collaboratively with each youth as required for meeting the youth’s workforce preferences, choices, and desired outcomes. The plan also addresses attainment necessary for youth’s well-being, economic independence and career success. The plan is developed by a planning team consisting of the youth, the Workforce Development Specialist employed by the Contractor, and other select stakeholder who have a role in the provision of support and services to the young person such as the DYRS Case Manager, family members, social workers, education advocates, and other service providers. The Individual Service Plan may be developed through the DYRS Youth Family Team Meeting process.
- C.3.13 Life Skills** – are a combination of services designed to assist youth in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational and vocational functioning to the fullest extent possible. The services are designed to provide an intermediate level of treatment but needing some educational/prevocational activities prior to moving to work activities or sheltered workshop settings.
- C.3.14 Job Developer** – is the individual responsible for developing relationships with employers and identifying job sites for program participants. This individual must have at least 1 (one) year of experience in working with the private sector to identify jobs for vulnerable populations (i.e. the homeless, TANF recipients, at-risk youth, etc.).
- C.3.15 Program Supervisor** – is the individual responsible for supervising the program team and is pivotal in the coordination of all activities. This individual oversees the successful functioning of the program, organizes the placement, acts as liaison between the program and outside agencies, determines treatment plans for each youth in consultation with other treatment team members, and conducts weekly meetings. This individual should possess at least 2 (two) years of supervisory experience in youth

programs with demonstrated organizational abilities, and a thorough understanding of youth development and an enthusiastic attitude toward the program. This individual should also possess program management experience.

- C.3.16 Re-entry** – is a process which court-involved individuals receive services and supports prior to and subsequent to release to help them successfully transition back into the community.
- C.3.17 Regional Service Coalition** – is the community based organization responsible for identifying a range of services, supports and opportunities for DYRS youth.
- C.3.18 Retention Specialist** – is the individual responsible for referring youth to jobs and training, maintaining contact with placement sites, following up to make certain that the placement is going well and ensuring that youth remain in the placement. This individual must have at least 1 (one) year of experience in working with at-risk youth providing job training, job coaching, job development, or employment placement, etc.
- C.3.19 Rubric** – is a set of pre-identified work readiness skills that DYRS has approved as necessary for youth’s future success. This could include, but not be limited to: ability to resolve conflict, ability to work in a team, ability to receive instruction and feedback from a superior, ability to stay on task and maintain a good work ethic.
- C.3.20 Soft Skills** – are the intangible skills needed to acquire and maintain employment (such as punctuality, effective communication, appropriate work attire, respecting authority, maintaining a strong work ethic, etc).
- C.3.21 Skills Trainer/ Instructor** – is the individual responsible for delivering the training curriculum and ensuring that youth advance in their soft skills attainment. This individual provides the work readiness instruction to youth and trains youth in the work readiness material. This individual must have at least 1 (one) year of experience in working with at-risk youth providing job training, job coaching, job development, or employment placement, etc.
- C.3.22 Supervision and Control** – are activities designed to provide external constraints for youth’s behavior, monitor the behavior, and strengthen the adherence and acceptance of rules.
- C.3.23 Support Services** – are interventions that will support the youth’s success in the community and could include, but are not limited to, safe and stable housing, employment, education, family counseling and mental health services.
- C.3.24 Work Readiness** – is the instruction that prepares an individual to secure employment, retain employment and acquire the skills necessary to remain successful in the workforce.
- C.3.25 Workforce Development** – are a range of activities that prepares an individual to secure and retain employment, advance in a career and experience a sustainable livelihood. These activities could include job coaching, work readiness classroom instruction, supervised work experiences, advanced training and the like.

**C.3.26 Workforce Development Specialist** – is the individual responsible for conducting intake with youth, conducting assessments, developing individualized service plans, enrolling youth in the training program, supporting youth throughout the training program, assisting the Job Developer with the placement, and providing retention services and other follow-up support to ensure youth remain and succeed in the placement. This individual must have at least 1 (one) year of experience in working with at-risk youth providing work readiness training and/or job coaching, job development, case management, and other support services.

**C.3.27 Youth Development** – is the practice of providing opportunities, instruction and experiences to help youth achieve their maximum capabilities through activities that foster the development of social skills, coping strategies, positive work ethic, problem solving skills, creativity and interpersonal skills needed to navigate life.

**C.3.28 Youth Family Team Meeting** – is a formal forum that includes youth, family members, professionals, community providers, and family friends to discuss the youths’ strengths, needs, and strategies to develop the individual plan to meet the service needs of the youth.

## **C.4 BACKGROUND**

### **C.4.1 DYRS**

#### **C.4.1.1 Introduction**

The District of Columbia’s Department of Youth Rehabilitation Services (DYRS) is the District’s cabinet level juvenile justice agency. It administers detention, commitment and aftercare services for youth ages of 12 and 21 held under its care in its facilities or residing in the DC community. The agency is actively involved in several innovative programming models, partnering with locally and nationally recognized juvenile justice centers in the following types of programs; juvenile justice, continuum of care, alternative sentencing, supervised citation release and supportive living.

#### **C.4.1.2 Mission and Vision**

DYRS’ mission is to improve public safety and give court-involved youth the opportunity to become more productive citizens by building on the strengths of the youth and their families in the least restrictive, most homelike environment. In partnership with the community, this balanced approach to juvenile justice promotes the rehabilitation of delinquent youths toward reforming their behavior in the context of increased accountability, expanded personal competencies, positive youth development and enhanced community restoration. DYRS will provide the nation’s best continuum of care for court-involved youths and their families through a wide range of programs that emphasize individual strengths, personal accountability, skill development, family involvement, and community support.

**C.4.1.2.1** The Department of Youth and Rehabilitation Services (DYRS) provides enriched, culturally sensitive services, including recreational, rehabilitative, educational, mental health, medical, aftercare supervision, residential placements, independent living and

mentoring/monitoring support in a nurturing and structured environment to the youth in its custody.

## **C.4.2 Current Operating Environment**

### **C.4.2.1 Jerry M. Consent Decree**

DYRS currently operates under the injunction of the Jerry M. Consent Decree, a twenty year comprehensive mandate that consists of an original court decree and more than forty (40) subsequent court orders. The decree and court orders focus on reform initiatives associated with the facilities, services and delivery of services to the youth placed in the custody and care of DYRS. The presence of Jerry M. Consent Decree places DYRS and all related activities under continual scrutiny to provide a best practice model for the delivery of services in the juvenile justice system while providing services in the least restrictive setting consistent with the protection of the public.

**C.4.3** DYRS was awarded a grant from the US Department of Labor to engage court-involved youth in educational and workforce development opportunities. This grant, The Young Offenders State/Local Implementation Grant, has equipped DYRS with the resources to create a system for providing re-entry services in the areas of education, workforce development and career exploration. The issuance of this RFP is but one component of many activities that will be provided to implement the goals and objectives outlined in the Department of Labor grant. All activities outlined in this RFP will be consistent with and in compliance with the specifications of the Department of Labor grant award.

**C.4.3.1** To assist youth in successfully transitioning back into the community (re-entry) and to ensure that youth in the community comply with their community release agreement, the services that will be provided through this RFP will be targeted to address specific workforce development and employment needs of this population. For the DYRS population, effective workforce development programs can reduce the incidence of re-arrest of youth involved in the program by increasing their employment and enrollment in and completion of advanced training programs. These positive interventions can reduce recidivism and further penetration into the juvenile justice system. Thus, the target populations of this RFP are DYRS youth with significant barriers to employment, little work experience and work readiness skills, and low academic performance or limited marketable skills.

**C.4.6** The services described to be provided will be DYRS committed youth ages 16 to 21 who are referred by DYRS and meet the Department of Labor Young Offender Grant (Applicable Document # 9) eligibility criteria including the following:

- a. Youth returning to the community from New Beginnings Youth Development Center - Youth at New Beginnings Youth Development Center participate in a nine to twelve (9-12) month strength-based therapeutic model that utilizes a level system to assist young men through behavior modification techniques and interventions.
- b. Youth returning to the community from Residential Treatment Centers- DYRS youth are those returning from Residential Treatment Centers (which could be out of state).

- c. Youth residing in local group homes, therapeutic group homes, foster homes and independent living programs - DYRS youth whose community placement has been determined by the agency to be best suited in a local group home, therapeutic group home or independent living program.

**C.4.8** This solicitation builds on the ongoing implementation of Youth Development practices (Applicable Document #13) as the guiding philosophy for interaction with DYRS youth.

## **C.5 REQUIREMENTS**

The Contractor shall provide a comprehensive workforce development program including at a minimum an intake and enrollment process; workforce development training, placement services, and retention services. The Contractor shall perform the required services in a welcoming learning environment that facilitates each youth's learning and development through the use of youth development principles (Applicable Document #13) and includes the following:

- a. A sensitive and responsive approach to the unique learning needs of all youth;
- b. Cultural sensitivity;
- c. Effective behavior interventions such as PBS Model (Applicable Document #4); and
- d. Supervised, controlled learning environment.

### **C.5.1 INTAKE AND ENROLLMENT PROCESS**

#### **C.5.1.1 Intake Period**

The Contractor shall conduct intake and screening during the 1<sup>st</sup> Quarter of the Contract period through either an established intake period with set opening and closing dates or a rolling intake process in which a young person may be admitted at anytime during the 1<sup>st</sup> Quarter.. ensure total of 35 youth, the enrollment quota, shall be admitted no later than the last day of the 1<sup>st</sup> Quarter. After the 1<sup>st</sup> Quarter, additional youth shall be enrolled through a rolling intake process in the case that a youth is dismissed from the program.

#### **C.5.1.2 Intake Process**

The Contractor shall conduct an intake process in which youth referred by DYRS are interviewed and assessed to determine whether the Contractor's training program is a fit for each individual youth's interests, goals, and current needs.

##### **C.5.1.2.1 Screening Criteria**

The Contractor shall establish and define specific criteria to be used to determine a youth's suitability for enrollment in the training program for the review and approval of the COTR. The intake screening criteria shall be designed to determine if the workforce development training is appropriate fit with the youth's interests, goals, and current needs and shall include at a minimum the following:

###### **C.5.1.2.1.1 Interview**

The Contractor shall conduct an interview with each youth referred for the training program. The Contractor shall devise and use its own intake interview protocol. The Contractor's interview shall obtain, at a minimum, data regarding the youth's:

- a. Current and past education/school status;
- b. Current and past employment and training experience;
- c. Career interests;
- d. Personal strengths and skills; and
- e. Potential barriers to participation.

#### **C.5.1.2.1.2 Career Assessment**

The Contractor shall conduct a career assessment using the Magellan Career Explorer vocational assessment or another career assessment tool approved by the COTR. The Magellan Career Explorer is a computer-based assessment. DYRS will provide the Contractor with access to the Magellan assessment software. The Contractor shall decide what other pre-assessments it will conduct such as literacy assessments or work readiness and occupational skill assessments necessary to measure a youth's baseline skills and knowledge in the occupational training area and/or specific to the credential to be conferred. The Contractor may use pre-assessment results as a part of its screening criteria for enrollment decisions.

#### **C.5.1.3 Enrollment Process**

The Contractor shall notify both the youth and the DYRS DOL Grant Manager of the program enrollment decision, reasons the Contractor has decided to deny enrollment if applicable, and requirements and expectations for participation in the program upon enrollment.

#### **C.5.1.4 Program Orientation**

The Contractor shall provide a program orientation for all youth enrolled in the training program before training commences. The Contractor's program orientation shall provide youth with at a minimum the following information on the workforce development training program:

- a. Overview
- b. Objectives and performance goals;
- c. Expectations of youth including the roles and responsibilities of program participants;
- d. Expectations of program staff; and
- e. Policies and procedures.

#### **C.5.1.5 Individual Service Plan**

The Contractor shall develop an Individual Service Plan (ISP) for each youth participating in the program. The ISP shall be developed in partnership with the youth.

The ISP shall be shared with and may be developed in consultation with the DYRS Re-entry coordinator, DYRS Case Manager, the Lead Entity-Service Coalition, other Support staff and family members. The ISP shall include or provide at a minimum the following:

- a. Specific information outlining the training and other services to be provided
- b. Measurable training outcome goals
- c. Measurable placement goals

**C.5.2 WORKFORCE DEVELOPMENT TRAINING PROGRAM**

The Contractor’s comprehensive workforce development training program shall equip youth with the skills and knowledge needed to obtain and retain employment, and/or pursue advanced training, in career clusters where there is current or future demand in the metropolitan region. The Contractor’s program shall include occupations from those career clusters that are ranked in the top eight (8) career clusters referenced in the DC Employment Occupational Projections by Career Clusters 2006 - 2016 (Applicable Document Number 5). The current top eight (8) career clusters are as follows:

<b>Rank</b>	<b>Career Cluster</b>	<b>Average Annual Wage*</b>	<b>Average Annual Total Openings</b>	<b>Percent Total Openings</b>	<b>Number of New Jobs</b>
1 <sup>st</sup>	Business Management & Administration	\$60,260	6,375	28.6%	4,624
2 <sup>nd</sup>	Hospitality & Tourism	\$34,847	2,689	12.1%	1,899
3 <sup>rd</sup>	Law, Public Safety & Security	\$63,245	2,316	10.4%	1,603
4 <sup>th</sup>	Information Technology	\$76,809	1,776	8.0%	928
5 <sup>th</sup>	Marketing, Sales & Service	\$52,904	1,575	7.1%	1,223
6 <sup>th</sup>	Education & Training	\$60,611	1,452	6.5%	690
7 <sup>th</sup>	Arts, A/V Technology Communications	\$58,438	1,384	6.2%	988
8 <sup>th</sup>	Health Science	\$60,121	996	4.5%	687

The Contractor shall develop a workforce development program including at a minimum the following:

**C.5.2.1 Program Duration and Hours of Operation**

The Contractor shall provide a minimum of 5 (five) training hours per day for youth. The Contractor shall offer a full day program that will work with youth over a sustained period of time from date of award until the contract end date not later than 12-month after the date of award. The Contractor shall provide services to each youth for a minimum of six (6) months, but not exceed twelve (12) months. The Contractor shall operate the program between the hours of 10 a.m. and 7 p.m., Monday through Friday, except on federal holidays.

**C.5.2.2 Workforce Development Training Content**

The Contractor's workforce development training course(s) shall be developed in accordance with the DC Employment Occupational Projections by Career Clusters 2006 - 2016 (Applicable Document Number 5) and include the following content:

- a. Intensive work readiness skills training;
- b. Occupation specific skills training;
- c. Paid work experience and/or on-the-job training;
- d. Credential for training completion;
- e. Career-focused mentoring; and
- f. Supplementary activities.

### **C.5.2.3 Intensive Work Readiness Training**

The Contractor shall provide intensive work readiness training that equips youth with job seeking skills and job retention skills. Training activities may include, but are not be limited to, resume writing, interviewing skills, application techniques, appropriate workplace attire, workplace ethics and etiquette, respecting authority, interpersonal skills (i.e. cooperation, teamwork) and communication skills. The Contractor shall submit a copy of any curricula and/or materials it proposes to use for this work readiness training for review by the DOL Grant Manager.

### **C.5.2.4 Occupation Specific Skills Training**

The Contractor shall provide occupation specific skills training that equips youth with skills required to perform work task in a particular occupation or career field, as defined by employers and industry representatives. Examples of specific occupational skills training include training in automotive maintenance, retail operations, computer programming, medical assistance, or food handling. The occupational skills training offered by the Contractor must fit within one of the top eight career clusters referenced in the DC Employment Occupational Projections by Career Clusters 2006 - 2016. The Contractor shall submit a copy of any curricula and/or materials it proposes to use for occupation specific skills training for review by the DOL Grant Manager.

### **C.5.2.5 Paid Work Experience/ On-the-Job Training**

The Contractor shall include paid work experience/on-the job training to provide program participants practical work experience or on-the-job training. The Contractor shall provide structured as internships, service learning activities, field practicum, on-the-job training in a simulated work setting, or crew-based work opportunities in which youth are exposed to real world work situations in occupations with current or future demand.

### **C.5.2.6 Credential**

The Contractor shall offer a credential for successful completion of work readiness and/or occupational skills training. Youth who successfully complete the training should earn either:

a nationally recognized work readiness credential, such as the National Work Readiness Credential, ACT National Career Readiness Certification (also known as Work Keys),

a certification from a curriculum approved by DYRS that has undergone a rigorous evaluative study (i.e. those identified as promising practices by the Annie E. Casey Foundation or other nationally recognized groups) or

an industry recognized occupational skills credential.

The Contractor may also offer GED and ABE training and associated credentials and assist in appropriate educational support/advocacy, however this is not a requirement.

#### **C.5.2.7 Paying Wages**

The Contractor shall pay each youth a wage of \$8.25 per hour for any hours the youth works in on-the-job training and/or work experience. Youth may work up to 30 hours per week for up to 24 weeks. When paying youth wages, the Contractor shall ensure the payroll administrator deducts as FICA, federal and state withholdings as determined by law; ensure all year-end W-2 information is provided to youth by January 31, 2011; and ensure all appropriate information is provided to the Social Security Administration and the Internal Revenue Service in order to provide an accounting for all youth employed through the program. The Contractor shall keep accurate records regarding the hours worked and the wages earned by each youth who works as a part of the training program.

#### **C.5.2.8 Career-focused Mentoring**

The Contractor shall also identify at least 1 (one) mentor for every 3 (three) youth enrolled in the workforce development training program. The mentor shall be a working professional in the metropolitan region who is willing to provide guidance and encouragement to each youth regarding the youth's career interests and goals.

#### **C.5.2.9 Supplementary Activities**

The Contractor shall provide supplementary activities to youth who participate in the workforce development training including at a minimum the following:

- a. Life skills training to equip youth with a range of personal life skills relevant to maintain a job and becoming self-sufficient such as personal budgeting, money management, using public transportation, and finding resources in the community.
- b. Assistance accessing community resources and services based upon individual needs (e.g., identifying community based resources for work apparel if needed).
- c. Assistance identifying and participating in job and career fairs that are hosted in the region and conducting job searches using various resources.
- d. Assistance with identifying and enrolling in postsecondary and/or advanced occupational training opportunities and assistance with applying for financial aid to pay for postsecondary education and/or advanced occupational training.

### **C.5.2.10 Training Program Performance Goals**

The Contractor shall meet the following workforce training program performance goals for participants:

- 1) On the last day of the first quarter and the last day of each subsequent quarter, the total number of youth enrolled in the Contractor's training program will 35 youth;
- 2) The average daily attendance rate will be 90 percent or higher for all enrolled youth in the training each quarter; and
- 3) The credential completion will be 75 percent or higher at the end of the 3<sup>rd</sup> quarter for all youth who participate in the training program and are not dismissed or otherwise discharged from the training.

### **C.5.2.11 Training Enrollment Quota**

The Contractor shall maintain the enrollment quota (35 youth) each quarter in which the program offers training. DYRS anticipates the Contractor will offer training during Quarter 1 and 2 and may choose to extend the training period into Quarter 3. The Contractor shall recommend to the DYRS DOL Grant Manager that a youth be dismissed from the program if the youth's monthly attendance rate falls below 50 percent during the training period. In the case that a youth is dismissed from the program during the training period, the Contractor will enroll an additional youth in the training slot provided that the new enrolled can receive enough training to earn the credential.

## **C.5.3 PLACEMENT SERVICES**

The Contractor shall provide placement services to assist youth in securing unsubsidized employment or enrolling in a more advanced occupational training program, or enrolling in postsecondary education, or enlisting in the military, once the youth has completed the workforce development training.

### **C.5.3.1 Placement in High Demand/Growth Occupations**

The Contractor shall place youth in permanent unsubsidized jobs that align with the occupational skills training the youth completed and/or the young person's explicit occupational interests and career goals. The Contractor shall develop relationships with employers and secure job placements in the top eight career clusters referenced in the [DC Employment Occupational Projections by Career Clusters 2006 - 2016](#).

### **C.5.3.2 Placement Performance Goals**

The Contractor shall meet the following placement performance goals for youth served:

- 1) The placement rate will be 60 percent or higher for all youth who participate in the training program and are not dismissed or otherwise discharged from the training (whether they completed the credential or not).

### **C.5.3.3 Placement Services Follow-up**

Within 30 days of completing the training program, if an initial employment or advanced training placement that was planned for a youth has not occurred, the Contractor shall conduct a minimum of three (3) counseling and support sessions (which could include assisting youth with submitted a job application, referring youth to employment or advanced training, conducting additional work readiness workshops for youth, or the like)

#### **C.5.4 RETENTION SERVICES**

The Contractor shall provide job retention services and other follow-up services designed to ensure youth maintain employment and/or continue to participate in advanced occupational training and/or postsecondary education after the initial employment or advanced training placement is made. During the retention/follow-up period, the Contractor shall assist youth who need a new or additional job placement or change in advanced training placement to secure another placement.

##### **C.5.4.1 Retention Services Performance Goals**

The Contractor shall meet the following Retention Services Performance Goals:

- 1) The placement retention rate will be 75 percent or higher at the end of the 4<sup>th</sup> quarter for all youth who were placed since the beginning of the Contract.

##### **C.5.4.2 Frequency of Retention Services**

During the 90 day-period after the youth is placed in employment or advanced training, the Contractor shall make a minimum of two (2) follow-up service contacts per month with the youth to verify their placement status and offer retention and/or follow-up support services.

##### **C.5.4.3 Type of Retention Services**

Follow-up service contacts may include face-to-face meetings, visits to the training or employment site, and phone calls in which the Contractor staff speak to the youth, or a combination.

#### **C.5.5 Comprehensive Workforce Development Program Supporting Requirements**

##### **C.5.5.1 Staff**

##### **C.5.5.1.1 Staff Capacity**

The Contractor's staffing pattern shall be sufficient to provide individualized support to youth. For programs with 15 to 20 (fifteen to twenty) participants, no more than a 5:1 student to direct service staff ratio shall be allowed; for programs with 21 to 35 (twenty-one to thirty-five) participates, no more than a 7:1 student to direct service staff ratio shall be allowed.

### **C.5.5.1.2 Qualifications**

The Contractor shall ensure that staff is qualified to provide services to youth. Qualifications include but are not limited to: ability to provide appropriate services to people from diverse socio-economic, racial, ethnic and other cultural groups; interacting and communicating effectively with youth, families and community partners; knowledge of methods and techniques of workforce development skills training, job development and placement, counseling and coaching, program planning and supervision, and individualized assessment and service planning.

### **C.5.5.1.3 Position Descriptions**

The Contractor shall recruit and hire an adequate number of qualified staff to operate a comprehensive workforce development program. The Contractor should establish the following key staff positions:

**Program Supervisor** - Contractor staff member who is responsible for supervising the team, overseeing the successful functioning of the program and serving as the primary liaison to DYRS.

**Direct Service Staff** – one or more staff who are responsible for providing work readiness training to assist youth. These duties should be encompassed in the roles of:

**Workforce Development Specialist(s)** - Contractor staff responsible for conducting intake with youth, conducting assessments, developing individualized service plans, enrolling youth in the training program, supporting youth throughout the training program, assisting the Job Developer with the placement, and providing retention services and other follow-up support to ensure youth remain and succeed in the placement.

**Job Developer(s)** - Contractor staff member responsible for developing relationships with employers, securing subsidized work experiences and unsubsidized jobs for program participants, and assisting youth in preparing for and placing youth in employment and work experiences.

**Skills Trainer(s)** - Contractor staff member responsible for delivering work readiness and occupational skills training.

### **C.5.5.1.4 Staff Training Requirements**

The Contractor shall ensure that all staff attends all training deemed appropriate in the execution of this program.

### **C.5.5.1.5 Mandatory Criminal Background Check**

In accordance with DC Official Code 44-551 et seq., the Contractor shall conduct routine pre-employment criminal record background checks of the Contractor's applicable staff and future staff that will provide services under this contract award. The Contractor shall not employ any staff in the fulfillment of the work under this contract

award unless said person has undergone a background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute. After award of a contract, the Contractor shall furnish copies of the certified criminal history records of applicable Contractor staff that perform services under this contract award to the DYRS Department of Labor Grant Manager. Any conviction or arrest of the Contractor's employees will be reported to the DYRS Department of Labor Grant Manager, who will, in collaboration with the DYRS General Counsel, determine the employee's suitability for performance under this contract award.

#### **C.5.5.1.6 Personnel File**

The Contractor shall maintain an individual personnel file for each staff person containing the employment application, position description, personal and professional references, current resume, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment, which shall be accessible to the DYRS Department of Labor Grant Manager upon request.

#### **C.5.5.1.7 Organizational Chart**

The Contractor shall provide and maintain a current organizational chart displaying program staffing plan including position with corresponding name, organizational relationships and responsibility lines of administrative oversight.

#### **C.5.5.2 Policies & Procedures Manual**

The Contractor shall maintain a policies and procedures manual(s) that, at a minimum, provides details describing program management, admissions process, behavior management, discipline process, program design and protocol (subject to approval). The Contractor's policies and procedure manual(s) shall be available for review upon the request of the DYRS Department of Labor Grant Manager.

#### **C.5.5.3 Attendance and Behavioral Reporting**

The Contractor shall document and report any behavioral challenges, attendance problems, significant skills deficiencies, and unusual incidences for each youth to the DYRS Case Manager, the Lead Entity-Service Coalition, and the DYRS DOL Grant Manager. Unusual incidents shall be reported according to the DYRS Unusual Incident Protocol (Applicable Document #6). The Contractor shall also contact DYRS Case Managers by telephone and email if youth fail to attend two (2) or more scheduled training activities. If a crisis arises, the Contractor shall request a Youth Family Team Meeting. Likewise, the Contractor shall regularly communicate with the DYRS Case Manager about each young person's positive progress and accomplishments in the program.

#### **C.5.5.4 Record Retention**

The Contractor shall maintain a record for each youth enrolled in the program. This record will include, but is not limited to, the following:

- a. Client referral sheet
- b. Results of the pre- and post-assessments
- c. Individual Service Plan
- d. Weekly Progress Notes (Notes kept by Contractor staff regarding any training milestones reached, additional skills attained, attendance or behavioral issues, and challenges overcome)
- e. DOL Grant Monthly Youth Progress Report (See details under C.5.4.5)
- f. Results from DYRS Youth Family Team Meeting participation

#### **C.5.5.5 Reporting**

##### **C.5.5.5.1 Program Attendance and Training Completion**

The Contractor shall report bi-monthly, on the 1<sup>st</sup> and the 15<sup>th</sup> of each month, to COTR on all enrollee's program attendance and training completion indicating the status of the following Training Program Performance Goals:

- 1) The total number of youth enrolled in the Contractor's training program on the last day of each quarter will be 35 youth;
- 2) The average daily attendance rate will be 90 percent or higher for all enrolled youth in the training each quarter; and
- 3) The credential completion will be 75 percent or higher at the end of the 3<sup>rd</sup> quarter for all youth who participate in the training program and are not dismissed or otherwise discharged from the training.

In the bi-monthly report, the Contractor shall recommend to the DYRS DOL Grant Manager that a youth be dismissed from the program if the youth's average attendance rate for a 30-day period falls below 50 percent during the training period.

In the case that a youth is dismissed from the program during the training period, the Contractor will enroll an additional youth in the training slot provided that the new enrollee can receive enough training to earn the credential.

##### **C.5.5.5.2 Reporting Placement Services and Outcomes**

The Contractor shall report bi-monthly, on the 1<sup>st</sup> and the 15<sup>th</sup> of each month, to DYRS DOL Grant Manager on all enrollee's placement status, indicating its achievement of Placement Performance Goals:

- 1) The placement rate will be 60 percent or higher for all youth who participate in the training program and are not dismissed or otherwise discharged from the training (whether they completed the credential or not). Acceptable placements included

unsubsidized employment or postsecondary education or a more advanced training program or the military.

#### **C.5.5.5.3 Reporting Retention Services and Outcomes**

The Contractor shall report bi-monthly, on the 1<sup>st</sup> and the 15<sup>th</sup> of each month, to DYRS DOL Grant Manager on all enrollee's placement status, indicating its achievement of Retention Performance Goals:

- 1) The placement retention rate will be 75 percent or higher at the end of the 4<sup>th</sup> quarter for all youth who were placed since the beginning of the Contract.

#### **C.5.5.5.4 Monthly Youth Progress Report**

The Contractor shall prepare and submit a Monthly Youth Progress Report for each program participant. The Youth Progress Report shall be submitted to the DYRS DOL Grant Manager no later than the fifth (5<sup>th</sup>) day of the next month for each enrolled youth. The Monthly Youth Progress Report shall provide information on each youth's enrollment status, pre- and post-assessment results, participation, skills attainment, and progress toward outcomes on a monthly basis; a specific report template will be provided by the DYRS DOL Grant Manager.

#### **C.5.5.5.5 Financial Reporting**

The Contractor shall maintain detailed records and receipts for the expenditure of all funds provided through this Contract for a period of no less than three years from the date of expiration or termination of the Contract and, upon the District of Columbia's or Department of Labor's request, make these documents available for inspection by duly authorized representatives of the buyer agency and other officials as may be specified by the District of Columbia at its sole discretion.

**SECTION D  
PACKAGING AND MARKING**

This section is not applicable to this procurement

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

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)
- E.2** The District will conduct announced and unannounced site visits to monitor and assess the Contractor's performance.

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**SECTION F  
PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of Twelve (12) 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 four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

**F.3 DELIVERABLES**

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

1	Work Readiness and Occupational Skills Training Curricula as described in Section C.5.2.2.1 and C.5.2.2.2 Requirements	Prior to award
2	Program Proposal as described in Section L-Requirements	Prior to award
3	Individual Monthly Progress Report for each youth as described in Section C.5.5.5.4 Requirements	Monthly - 5 <sup>th</sup> day of each month.
4	Program Attendance and Training Completion Report as described in Section C.5.5.5.1 Requirements	Bi-monthly on the 1 <sup>st</sup> and 15 <sup>th</sup> of each month
5	Placement Services and Outcomes Report as described in Section C.5.5.5.2 Requirements	Bi-monthly on the 1 <sup>st</sup> and 15 <sup>th</sup> of each month

6	Retention Services and Outcomes Report as described in Section C.5.5.5.3 Requirements	Bi-monthly on the 1 <sup>st</sup> and 15 <sup>th</sup> of each month
7	Individual Service Plan for each youth as described in Section C.5.1.5 Requirements	Within 15 days of receiving youth referral
8	Required Personnel Information as described in Section C.5.5.1.6 Requirements	Monthly - 5 <sup>th</sup> day of each month.
9	Organizational Chart as described in Section C.5.5.1.7 Requirements	Within 10 days of Contract Award
10	Policies and Procedure Manual as described in Section C.5.5.2 Requirements	Within 10 days of Contract Award
11	Unusual Incident Report as described in Section C.5.5.3 Requirements	Within 24 hours of incident
12	Time & Attendance Reporting as described in Section C.5.5.3	Monthly-5 <sup>th</sup> day of each mo
13	Criminal Background Checks as described in Section C.5.5.1.5 Requirements	Two (2) weeks prior to DYRS start date

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

**SECTION G  
CONTRACT ADMINISTRATION**

**G.1 INVOICE PAYMENT**

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

**G.2 INVOICE SUBMITTAL**

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

Department of Youth and Rehabilitation Services  
Office of the Controller/Agency CFO  
8400 River Road  
Laurel, MD 20724  
(202) 299-3165

- 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**

If contractor meets all performance goals for each quarter, the Contractor shall receive a performance incentive payment as follows:

<b>1<sup>st</sup> Quarter Performance Goal (end of month 3)</b>	<b>Incentive</b>
<ol style="list-style-type: none"> <li>1) By the last day of the first quarter, September 30, 2010, total number of youth enrolled in the Contractor’s training program will 35 youth (Contractor will maintain its enrollment quota of 35 youth);</li> <li>2) The average daily attendance rate will be 90 percent or higher for all enrolled youth in the training during the quarter;</li> </ol>	<p>If Contractor <b>MEETS</b> goal:</p> <p>Contractor will be reimbursed \$3.00 per day for each youth who had an average attendance rate of 90 percent or higher for the 64 days of the quarter.</p> <p>Ex: Contractor who has met goal can invoice DYRS for \$192 per youth [\$3 per day x 64 days] for each youth who had an average daily attendance rate of 90 percent or higher.</p> <hr/> <p>If Contractor <b>EXCEEDS</b> goal:</p> <p>Contractor will be reimbursed \$5.00 per day for each youth who had an average attendance rate of 90 percent or higher for the 64 days of the quarter.</p> <p>Ex: Contractor who has exceeded goal can invoice DYRS for \$320 per youth [\$5 per day x 64 days] for each youth who had an average daily attendance rate of 90 percent or higher.</p>
<b>2<sup>nd</sup> Quarter Performance Goal (end of month 6)</b>	<b>Incentive</b>
<ol style="list-style-type: none"> <li>1) On the last day of the 2<sup>nd</sup> Quarter, December 31, 2010, the total number of youth enrolled in the Contractor’s training program will 35 youth (Contractor will maintain its enrollment quota of 35 youth); and</li> <li>2)               <ol style="list-style-type: none"> <li>a. The credential completion rate will be 75 percent or higher at the end of the 2<sup>nd</sup> quarter for all youth who participate in the training program and are not dismissed or otherwise discharged from the training; or</li> </ol> </li> </ol>	<p>If Contractor <b>MEETS</b> goal:</p> <p>Contractor will be reimbursed \$3.00 per day for each youth who had an average attendance rate of 90 percent or higher <b>OR</b> for each youth who completed the credential for the 61 days of the quarter.</p> <hr/> <p>If Contractor <b>EXCEEDS</b> goal:</p> <p>Contractor will be reimbursed \$5.00 per day for each youth who either had an average attendance rate of 90 percent or higher <b>OR</b> completed the credential before</p>



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

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

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

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

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

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

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

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

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

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

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

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

**G.6.3 Subcontract requirements**

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

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

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

**Elona Evans- McNeill**  
**Office of Contracting and Procurement**  
**441 4<sup>th</sup> Street, NW, Suite 700 South**  
**(202)727-0252**  
**Elona.evans-mcneill@dc.gov**

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

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

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

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

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

**G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**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:

*Mindy Larson*  
*Grant Manager*  
*450 H Street, NW*  
*Washington, DC 20001*  
*(202) 538-224- Office*  
[MindyLarson@dc.gov](mailto:MindyLarson@dc.gov)

**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, Revision 8 dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 et seq., and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3 PUBLICITY**

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

**H.4 FREEDOM OF INFORMATION ACT**

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

pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.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 COTR.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the 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 Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING PLAN COMPLIANCE**

**H.9.1 Reporting.** If the Contractor has an approved subcontracting plan 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.9.1.1** The dollar amount of the contract or procurement;

**H.9.1.2** A brief description of the goods procured or the services contracted for;

**H.9.1.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.1.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.1.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.1.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.1.7** 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.9.2 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.2.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.2.2** In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through 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, failure, or falsified submission.

## **H.10 DISTRICT RESPONSIBILITIES**

**H.10.1** DYRS shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. DYRS shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.

**H.10.2** The District, through the COTR, will monitor the Contractor's performance.

**H.10.3** The District, through the COTR, will review and provide comments as applicable for each of the Contractor's Deliverables.

## **H.11 CONTRACTOR RESPONSIBILITIES**

**H.11.1** The Contractor shall operate the comprehensive Workforce Development Training program at a location within the District of Columbia in order to afford youth the opportunity to access and receive needed programs and service within the District.

**H.11.2** The Contractor must be incorporated to do business in the District of Columbia.

**H.11.3** The Contractor shall ensure that the program and meeting location meets all licensing, registration and occupancy requirements, building safety, fire, health and sanitation codes and all other required certifications as prescribed by the governing jurisdiction and maintain current all required permits and licenses for services under the contract award.

**H.11.4** The Contractor shall comply with the confidentiality laws concerning DYRS youth. In addition, the Contractor shall use the utmost discretion in communications with external parties (such as potential employers, postsecondary institutions, other training providers) regarding disclosure of the youth's status with DYRS and court involvement in order to avoid stigmatizing the youth. Decisions about what information to disclose to external parties should always be made by the young person following a discussion of his/her right to confidentiality.

**H.11.5** The contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the all positions.

- H.11.6** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant. The contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties.
- H.11.7** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case
  - (D) upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
    - (i) Murder, attempted murder, manslaughter, or arson;
    - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
    - (iii) Burglary;
    - (iv) Robbery;
    - (v) Kidnapping;
    - (vi) Illegal use or possession of a firearm;
    - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
    - (viii) Child abuse or cruelty to children; or
    - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
  - (E) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
  - (F) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.11.8** The Contractor shall inform each applicant that a false statement may subject them to

criminal penalties.

- H.11.9** Prior to requesting a criminal background check, the Contractor shall provide each applicant with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
  - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);
  - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
  - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
  - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.11.10** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.11.11** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.11.12** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.11.13** The Contractor shall provide copies of all criminal background and traffic check reports to DYRS within one business day of receipt.
- H.11.14** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.11.15** The Contractor shall make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon DYRS' decision after his or her assessment of the criminal background or traffic record check.

- H.11.16** The Contractor shall not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives DYRS' decision after his or her assessment of the criminal background or traffic record check.
- H.11.17** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.11.18** If any application is denied because DYRS determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination
- H.11.19** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

## **H.12 SUBCONTRACTING REQUIREMENTS**

### **H.12.1 Mandatory Subcontracting Requirements**

- H.12.1.2** 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.12.1.3** 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.12.1.4** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.12.2 Subcontracting Plan**

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

- H.12.2.1** 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.12.2.2** 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.12.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.12.2.4** 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.12.2.5** 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.12.2.6** 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.12.2.7** 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.12.2.8** 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.12.2.9** 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.12.3 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.12.3.1** The dollar amount of the contract or procurement;
- H.12.3.2** A brief description of the goods procured or the services contracted for;
- H.12.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.12.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.12.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.12.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.12.3.7** 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.12.4 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.12.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.12.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.12.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

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

### **I.4 TIME**

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

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

- I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

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

**RESTRICTED RIGHTS LEGEND**

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

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

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

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

Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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 procure and maintain, during the entire period of performance under this contract, the types of insurance specified below.

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

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

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

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. **CONTRACTOR’S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Elona Evans-McNeill**  
**441 4<sup>th</sup> Street, NW Suite 700 South**  
**(202) 727-0252**  
[elona.evans-mcneill@dc.gov](mailto:elona.evans-mcneill@dc.gov)

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

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

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

## **I.10 ORDER OF PRECEDENCE**

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

### **ORDER OF PRECEDENCE**

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

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions

- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

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

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

**I.12 GOVERNING LAW**

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 8 Dated May 26, 2009
<b>J.3</b>	Office of Local Business Development 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>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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

**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

- a corporation incorporated under the laws of the state of: \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

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

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

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

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

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

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

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

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

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

Each offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), "District Employees Not To Benefit" will benefit from this contract.

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

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

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

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

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

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

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

## **K.7 TAX CERTIFICATION**

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

## **K.8 CERTIFICATION OF ELIGIBILITY**

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

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

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

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

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

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

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

**L.2.1** One original and two (2) 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. DCJZ-2010-R-0003, Contract Specialist- Nicole Matthews.

**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 program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

#### **L.2.3 Pre-Proposal Conference**

A pre-proposal conference will be held at **10:00 a.m. on June 25, 2009 at the Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001**. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for

general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dcgov.org](http://www.ocp.dcgov.org).

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

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

Proposals must be submitted no later than **2:00am on July 13, 2010**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

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

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

#### **L.3.3 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 a proposal that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful proposals resulting from this solicitation.

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

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

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

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Elona Evans-McNeill- 441 4<sup>th</sup> Street, NW Suite 700 South, Washington , DC 20001 (202) 727-0252, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

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

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

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

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

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

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

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

## **L.8 PROPOSAL PROTESTS**

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

## **L.9 SIGNING OF OFFERS**

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

## **L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

## **L.11 RETENTION OF PROPOSALS**

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

## **L.12 PROPOSAL COSTS**

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

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

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

## **L.14 CERTIFICATES OF INSURANCE**

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

**Elona Evans-McNeill**  
**441 4<sup>th</sup> Street, NW Ste 700 South**  
**Washington, D.C. 20001**  
**(202) 727-0252**  
**elaona.evans-mcneill@dc.gov**

## **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

## **L.16 BEST AND FINAL OFFERS**

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

## **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

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

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

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

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

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<b><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.

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

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

### M.3 EVALUATION CRITERIA

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

#### M.3.1 TECHNICAL CRITERIA (0-75 Points Maximum)

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

Technical Evaluation Factors	Points
Factor A Technical Methodology	25
Factor B – Technical Expertise	20
Factor C - Past Performance	20
Factor D – Service Capacity, Intensity, & Schedule	10
Total	75

#### M.3.1.1 Factor A – Technical Methodology (20 Points maximum)

**M.3.1.1.a** This evaluation factor considers the approach proposed for providing a comprehensive workforce development training program and all associated services to DYRS committed youth, ages 14 to 21, who are: returning to the community from New Beginnings Youth Development Center; returning to the community from Residential Treatment Centers; or residing in local group homes, therapeutic group homes, foster homes and independent living programs.

**M.3.1.1.b** The Offerer’s proposed approach for providing intensive work readiness skills training and occupation specific skills training will be evaluated based on the training objectives and measurable outcomes, training and instructional techniques, training lessons/ topics to be covered, specific curricula to be used, any assessment methods or instruments that will be used to measure skills gains, qualifications of personnel who will provide the training, number of training hours each youth will be required to complete, the training credential to be conferred and requirements for earning the credential,

**M.3.1.1.c** The Offerer’s proposed curricula and/or materials for the workforce development training program will be considered as a part of this evaluation factor. Preferred curricula will be based on a national curriculum, such as the National Work Readiness Credential or ACT National Career Readiness Certification (also known as Work Keys) or have undergone a rigorous evaluative study resulting in the desired outcomes for DYRS youth (i.e. those identified as promising practices by the Annie E. Casey Foundation or other nationally groups) or associated with an industry recognized credential.

- M.3.1.1.d** The Offerer’s proposed approach for engaging youth in practical work experiences and/or on-the-job training will be evaluated based on the types of work experience or on-the-job training to be offered, how youth will be matched with and placed subsidized work or on-the-job training opportunities, any employers or other partners who will provide worksites, how youth will be supervised and supported during the work experience/ on-the-job training, how many total hours youth will be engaged and the duration of the experience, amount youth will be paid, method by which youth will be paid for the hours they work, frequency with which youth will be paid, and any conditions under which youth may be dismissed from their work experience or on-the-job training.
- M.3.1.1.e** The Offerer’s proposed approach will be evaluated with respect to how well the workforce development program (training, practical work experience, and placement services) aligns with one or more occupations or industries where there is current or future demand in the metropolitan region. The occupations should be ranked among the top 8 career clusters referenced in the DC Employment Occupational Projections by Career Clusters 2006 - 2016 (Applicable Document Number 5).
- M.3.1.1.f** The Offerer’s proposed approach for conducting intake upon receiving referrals for DYRS. The proposal shall be evaluated based on the steps and approach the Contractor will take to collect intake information, identify youth’s interests, skills, goals, and needs, determine youth’s suitability for the program using an established screening criteria, administer assessments, provide a program orientation, and develop an individual service plan.
- M.3.1.1.g** The Offerer’s proposed approach to providing career focused mentoring shall be evaluated based on how the Contractor will recruit, screen and train working professionals from the metropolitan region to serve as mentors, the objectives and parameters of the mentoring relationship, how many youth will be assigned to one mentor, the types of activities mentors and youth will participate in together, and how mentors will be supervised and supported.
- M.3.1.1.h** The Offerer’s proposed approach to providing placement services shall be evaluated based on how well it can be expected to ensure youth obtain unsubsidized employment or enroll in a more advanced occupational training program, or enroll in postsecondary education, or enlist in the military, once the youth has completed the workforce development training.
- M.3.1.1.i** The Offerer’s proposed approach to providing job retention services and other follow-up services shall be evaluated based on how well it can be expected to help youth maintain employment and/or continue to participate in advanced occupational training and/or postsecondary education after the initial job/training placement is made.
- M.3.1.1.j** This factor will be evaluated based the completeness of the proposed methodology and its match to the Requirements in Section C. The proposed methodology must

demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes.

**M.3.1.2 Factor B – Technical Expertise (20 Points maximum)**

**M.3.1.2.1** This evaluation factor considers the specific expertise related to designing, implementing and managing a comprehensive workforce development program in the past three (3) years.

**M.3.1.2.2** This evaluation factor considers the staff capacity, expertise of key personnel, and demonstrated viability of the proposed service delivery strategies. It will also be evaluated based its match to the Requirements in Section C. Offerors with a proven track record of working with court-involved youth and providing workforce development training, job placement and retention services will be rated higher. The Offeror will also demonstrate its capacity to meet all operational requirements outlined in C.5.2., all staff-related requirements outlined in C.3, and all records and reporting requirements outlined in C.4.

**M.3.1.2.3** This evaluation factor considers the education, experience, knowledge, past performance, necessary skills and expertise of the key personnel directly assigned to the project.

**M.3.1.2.4** This factor will be evaluated on the specific skill sets of the Contractor’s proposed team. Each key team member must provide the required specific expertise in workforce development based on their specific role.

**M.3.1.3 Factor C – Past Performance (20 Points maximum)**

**M.3.1.3.1** Evaluation of past performance allows the District to assess the Offeror’s ability to perform and relevance of the work performed.

**M.3.1.3.2** This factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving tangible outcomes and a high degree of customer satisfaction. Evaluation of this factor will be based on the quantity and quality of Offeror’s performance on projects of comparable size, nature, and complexity with respect to achieving participation rates, completion rates, job placement rates, retention rates, and recidivism rates similar to those required by this contract (see Section C.5.5.5). The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance shall be considered.

**M.3.1.3.3** The Offeror provides a list of two (2) previous contracts for which the Offeror provided identical or similar work within the last five years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.

**M.3.1.4 Factor D – Service Capacity, Intensity and Schedule (10 Points maximum)**

**M.3.1.4.1** This evaluation factor considers the proposed schedule for service delivery, the intensity of services (i.e. how many hours of training will each youth complete, for how many weeks of training will each youth participate, how many many weeks will youth receive placement and retention services), and the number of youth the Contractor proposes to serve at a time and in total by the completion of the Contract (i.e. the Contractor’s service capacity).

**M.3.1.4.2** This factor will be evaluated based on how well the Offer meets the required schedule to complete the project successfully and how many youth it proposes to service and within what time frame and level of intensity services will be delivered.

**M.3.2 PRICE CRITERION (0-25 Points Maximum)**

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

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times (25) \text{ weight} = \text{Evaluated price score}$$

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

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

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

**M.4 EVALUATION OF OPTION YEARS**

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

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

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

**M.5.1 Application of Preferences**

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

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

**M.5.2 Maximum Preference Awarded**

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

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

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

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

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

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

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

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

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

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