

SOLICITATION, OFFER, AND AWARD			1. Caption Evidence-Based Volunteer Mentoring Program		Page 1 of 55 Pages
2. Contract Number	3. Solicitation Number DCRL-2013-R-0134	4. Type of Solicitation		5. Date Issued	6. Type of Market
		Sealed Bid (IFB)			X Open
		X Sealed Proposals (RFP)			- Set Aside
		- Sole Source			Open with Sub-Contracting Set Aside
		- Human Care Agreements			
		- Emergency			
7. Issued By: Child and Family Services Agency (CFSA) Contracts and Procurement Administration 200 I Street, SE Washington, DC 20003			8. Address Offer to: Child and Family Services Agency (CFSA) Contracts and Procurement Administration 200 I Street, SE Washington, DC 20003		
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"					
SOLICITATION					
9. Sealed offers in original and 2	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	200 I Street, SE, Washington, DC 20003		Until	local time	
			(Hour) 2:00 PM	EST	(Date) December 18, 2013
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.					
10. For Information Contact	A. Name	B. Telephone			B. E-mail Address
		(Area Code)	(Number)	(Ext)	
	Pamela Glover, Contract Specialist	202	724-7579		Pamela.glover@dc.gov
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OFFER					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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	16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone	15	C. Check if remittance address is different from above - Refer to Section G		17. Signature	18. Offer Date
(Area Code)	(Number)	(Ext)			
			FEIN NO:		
AWARD (TO BE COMPLETED BY GOVERNMENT)					
19. Accepted as to Items Numbered		20. Amount: \$		21. Accounting and Appropriation	
22. Name of Contracting Officer (Type or Print) Tara Sigamoni		23. Signature of Contracting Officer (District of Columbia)			24. Award Date
 Government of the District of Columbia Child and Family Services Agency Contracts and Procurement Administration					

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

B.1 The Government of the District of Columbia, Child and Family Agency (CFSA), Contracts and Procurement Administration (CPA) is seeking a contractor to provide Evidence-Based, Community-Based Volunteer Mentoring services for children and youth in out-of-home care served by CFSA.

The Contractor must provide all necessary labor, management, supervision, equipment, materials, transportation, facility (ies) and any other items necessary to provide Evidence-Based, Community-Based Volunteer Mentoring services for children and youth in out-of-home care served by CFSA.

B.2 The District contemplates to award an Indefinite Quantity/ Indefinite Delivery (IDIQ) contract with payment as set forth in Section B.3, Price Schedule.

B.3 PRICE SCHEDULE – IDIQ

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Supply/Services	Price Per Hour	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
CLIN 0001A (See § C.)	Individual Mentoring Services	\$	100 clients	\$	350 clients	\$
CLIN 0002B (See § C.)	Pre-Service Training and In-Service Training	\$	8 hours	\$	12 hours	\$
B.3.1 - Total Contract Amount						\$

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Supply/Services	Price Per Hour	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
CLIN 1001A (See § C.5)	Individual Mentoring Services	\$	100 clients	\$	350 clients	\$
CLIN 1002B (See § C.5)	Pre-Service Training and In-Service Training	\$	8 hours	\$	12 hours	\$
B.3.2 - Total Contract Amount						\$

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Supply/Services	Price Per Hour	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
CLIN 2001A (See § C.5)	Individual Mentoring Services	\$	100 clients	\$	350 clients	\$
CLIN 2002 B (See § C.5)	Pre-Service Training and In-Service Training	\$	8 hours	\$	12 hours	\$
B.3.3 - Total Contract Amount						\$

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Supply/Services	Price Per Hour	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
CLIN 3001A (See § C.5)	Individual Mentoring Services	\$	100 clients	\$	350 clients	\$
CLIN 3003B (See § C.5)	Pre-Service Training and In-Service Training	\$	8 hours	\$	12 hours	\$
B.3.4 - Total Contract Amount						\$

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Supply/Services	Price Per Hour	Minimum Quantity	Minimum Total Price	Maximum Quantity	Maximum Total Price
CLIN 4004 A (See § C.5)	Individual Mentoring Services	\$	100 clients	\$	350 clients	\$
CLIN 4004 B (See § C.5)	Pre-Service Training and In-Service Training	\$	8 hours	\$	12 hours	\$
B.3.5 - Total Contract Amount						\$

B.4 RESERVED

B.5 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of **350 for CLINs**

0001A through 4001A & 0001B through 4001B and a maximum of 12 for CLINs 4001A through 4004 B .

District will order at least the minimum quantity of one-hundred (100) and a maximum of three hundred fifty (350) for individual mentoring services. A minimum of eight (8) hours and a maximum of ten (10) pre-service and in-service training hours each. There is no limit on the number of orders that may be issued. **The contractor shall not furnish any services that exceed the dollar amount specified in the order without receiving proof of additional funding availability.** The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

- B.6** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 SCOPE OF WORK

C-1.1 The District of Columbia Child and Family Services Agency (CFSA) seeks an evidence-based, community-based, volunteer mentoring program for children and youth in out-of-home care served by CFSA.

- The Evidence-Based Volunteer Mentoring Program (EBVMP) shall serve approximately 350 children ages 6-21. The overall goal of the EBVMP is to address the academic needs (including school attendance and achievement) and improve the social-emotional and wellbeing of children and youth in foster care through the establishment of meaningful connections with a caring adult. Through an individualized matching process, the EBVMP shall provide children and youth with positive adult role models through one-on-one mentoring. The mentor shall make contact with the assigned social worker, either by phone, e-mail, or in person, at least once per month to provide an update on the mentee's progress.

C.2 DEFINITIONS

Evidence-based – An approach, framework, collection of ideas or concepts, adopted principles and strategies supported by research.

Face-to-face contact – Direct, in-person contact between a mentor and mentee that can occur in the home, community, or school.

Group activity – An activity organized by the Contractor in which mentees and their mentors participate so that mentees can interact with their same age peers and develop their interpersonal skills. The Contractor shall ensure that CFSA clients along with their mentors participate in at least one group activity per month.

In-service training – All classroom training provided to volunteer mentors following completion of pre-service training. Training must be relevant to working with clients involved with the child welfare system.

Matching process – Process by which the Contractor determines the most appropriate mentor assignment based on the mentee's individualized needs. This process includes contacting the client, social worker, resource parent, and birth parent to identify the overall goals of mentoring and creating a Mentoring Plan to improve client outcomes in the areas of cognitive functioning, emotional/behavioral functioning, social functioning, substance use, and delinquent behavior/court involvement.

Out-of-home care – Placement circumstance in which CFSA-involved clients have been removed from their birth parent(s) and placed with a relative or traditional foster parent. Synonymous with foster care.

Pre-service training – Classroom training provided to volunteer mentors before they are assigned to work with a CFSA-involved client. Training must be relevant to working with clients involved with the child welfare system.

Unusual incident - An event that is significantly different from the regular routine or established protocol of the child or resource parent.

Mentoring Plan (MP) – A plan developed by the Contractor for the mentee with the mentees input that identifies goals and strategies to improve client outcomes in the areas of cognitive functioning, emotional/behavioral functioning, social functioning, substance use, and delinquent behavior/court involvement based on assessment results. The MP shall also include targeted strategies to engage the mentee's caretaker(s).

C.3 BACKGROUND

CFSA is the District of Columbia's cabinet-level child welfare agency. CFSA investigates reports of child abuse and neglect, and provides child protection. Services include family stabilization, reunification, foster care, adoption, and supportive community-based services to enhance the safety, permanency, and wellbeing of abused, neglected, and at-risk children and their families in the District of Columbia. The Agency seeks to achieve the highest quality of community-based services to increase the number of families who receive community-based preventative and support services and to expand the network of resources providing services to at-risk children and their families.

The District of Columbia has one of the highest percentages of children living in poverty (33%¹) and serves far more children in foster care per 10,000 residents than any other jurisdiction in the country.¹ According to United States Census data, approximately 2% of all children and youth in the District are in the foster care system. The responsibility for children in foster care is shared between CFSA and its network of contracted private agencies. The District of Columbia's foster children predominantly reside both in the District of Columbia and Maryland. Approximately 50% of children and youth reside in Maryland, with the highest concentration in Prince George's County.

Mentoring programs are one strategy to address the needs of the population served by CFSA. The overall wellbeing of youth in foster care, including educational achievement, is a major priority for CFSA. Improving the social-emotional health and development of foster youth is an area of need that mentoring will address. Effective mentors enhance self-respect, redirect negative behaviors, improve social skills, support educational needs and challenges, as well as provide a positive impact in their mentees' lives through activities that are centered on the individual needs of each youth.

C.4 TARGET POPULATION

The target population is CFSA-involved children and youth between the ages of 6-21 placed in out-of-home care. All children and youth to be served in this program reside in the District of Columbia, Maryland, and Virginia. Initially, CFSA is targeting 350 youth to be involved in this program.

CFSA's Office of Well Being (OWB), shall determine a child's eligibility for the EBVMP. Only children and youth referred and authorized by OWB shall receive services under this contract.

C.5 REQUIREMENTS

The Contractor must have a primary office located within a 25-mile radius of CFSA headquarters. The Contractor shall provide documentation of all required clearances prior to a mentor beginning work with a mentee.

CFSA shall refer clients to the Contractor who shall engage in a thorough matching process to assign CFSA clients to volunteer mentors. The Contractor shall assess clients to establish a baseline of performance and develop mentoring plans for mentees based on the assessment results identifying goals for mentoring services, as well as targeted strategies to engage the caretakers. The contractor shall ensure that the mentors commit to the mentor-mentee relationship for a minimum of one (1) year with a minimum of five (5) hours face-to-face contact weekly and at least one (1) monthly group activity. CFSA encourages the continued involvement of the mentee and mentor once the case is closed with CFSA.

The Contractor shall ensure that all activities between the mentor and mentee occur on the mutually agreed upon schedule between the mentor and mentee's caretaker(s). Failure to comply will result in a new agency contracted to provide mentoring services for the youth.

The Contractor shall provide all mentors with a minimum of eight (8) hours of pre-service training and eight (8) hours of in-service training each quarter thereafter. All trainings shall focus on the unique needs of children and youth in foster care, and the following topics should be presented annually:

- Engagement,
- Establishing and setting boundaries,
- Anger Management,
- Stress Management, and
- Crisis Intervention
- Understanding D.C. Child Welfare System

Mandated Reporter Training Impact of Trauma on Development

Contractor shall ensure that it appropriately matches a minimum of one (1) mentor (age 21 years and older) to one (1) mentee. The contractor shall complete the matching within ten (10) business days of the referral from CFSA with no referred child or youth being rejected or ejected from the program; and funds for this program are to be applied only to CFSA-involved clients placed in out-of-home care; any costs associated with services for children after they exit the care of CFSA are to be covered by the Contractor independent of CFSA.

- The Contractor shall engage in a thorough matching process to assign CFSA clients to volunteer mentors within ten (10) business days of the referral. This process will include contact with the client, social worker, resource parent, and birth parent to identify the overall goals of mentoring.
- The Contractor shall conduct an initial assessment using the assessment tool(s) approved by the Office of Well Being within ten (10) business days of initial authorization to establish a baseline

for performance.

- No later than ten (10) business days after authorization, the Contractor shall submit the following information via e-mail to the assigned social worker and the Contract Administrator, or designee, via the cfsa.mentoring@dc.gov e-mail address:
 - Name of the assigned mentor,
 - Results of the initial assessment(s)
- The Contractor shall submit a Mentoring Plan (MP) for each mentee to improve client outcomes in the areas of cognitive functioning, emotional/behavioral functioning, social functioning, substance use, and delinquent behavior/court involvement via e-mail to the assigned social worker and cfsa.mentoring@dc.gov no later than 15 business days after initial authorization. The MP shall also include targeted strategies to engage the mentee's caretaker(s).
- The Contractor shall ensure each mentor assists each mentee with developing a written plan of his or her goals for the future. The contractor shall ensure that each mentee completes his or her goals for the future within 30 calendar days of submitting the initial assessment results.
- The Contractor shall submit the mentee's written goals for the future via e-mail to the assigned social worker, the Contract Administrator and cfsa.mentoring@dc.gov no later than 45 calendar days of submitting the initial assessment results.
- The mentor shall make contact with the assigned social worker, either by phone, e-mail, or in person, at least once per month to provide an update on the mentee's progress.
- The Contractor shall conduct assessments to determine mentee's progress toward achieving the goals of the MP on a quarterly basis. Upon completion of each quarterly assessment, the Contractor shall submit the results to the Office of Well Being with the next monthly reporting submission.

The Contractor shall conduct an initial assessment to establish a baseline of performance and conduct assessments on a quarterly basis thereafter. The Contractor shall also develop a Mentoring Plan (MP) for each mentee based on the assessment results. The MP shall be updated at least quarterly to reflect any goal changes necessary based on the assessment results. The Contractor's response shall include the following:

- The proposed outcomes to be measured within each domain;
- A detailed description of how client progress toward achieving the outcomes shall be measured;
- The proposed initial and ongoing assessment tools to be used to measure client progress toward achieving the outcomes; and

A detailed plan of the steps the Contractor will take to address when clients are not making satisfactory progress toward achieving the outcomes based on the assessments used.

C.6 CONFLICT-OF-INTEREST

C.6.1 The Contractor shall maintain policies and procedures and provide training for employees to ensure clients and employees are not involved in situations in which conflicts-of-interest may develop. Examples of inappropriate activities: Employees residing in the homes of clients for whom they provide services, employees accepting gifts from clients, employees accepting loans or personal property from clients, employees soliciting loans, gifts, or other tangibles and intangibles from clients, and employees engaging in outside business activities while providing services to clients under this Contract.

C.7 CLIENT RECORDS

C.7.1 The Contractor shall develop an approach for managing and maintaining records for each client referred for services under this contract. The clients' records should maintain all relevant documentation related to the initial referral, initial approval, re-authorization, and discontinuation memoranda, service logs, and any other client-specific information throughout the duration of the contract.

C.8 SIGNIFICANT CHANGES AND EMERGENCY REPORTS

C.8.1 The Contractor shall report significant client changes and emergencies to the CA. Significant changes are to be reported in writing via e-mail to the CA within two (2) business days, but emergencies must be reported to the CA by telephone immediately with a written report to follow via e-mail within two (2) business days.

C.9 UNUSUAL INCIDENT REPORTS

C.9.1 The Contractor shall report all unusual incidents (including traffic accidents) to the CA. The Contractor shall contact the CA to report the unusual incident by phone within one (1) hour of the occurrence. The Contractor shall also submit a written report via e-mail using the **CFSA Client Unusual Incident (UI) Report** within 24 hours of the unusual incident. The report shall include a summary of the incident, as well as all actions taken by the Contractor in response to the incident.

C.10 STATUS REPORTS

C.10.1 The Contractor shall develop a system for providing status reports on the condition or situation of clients upon request of the CA. These reports may include, but are not limited to: review of client behavior during transport, identified issues or concerns regarding clients' caregivers, client, caregiver, or social worker request for change or discontinuation of transportation services. The CA shall provide instructions about the specific information needed in these reports when the request for a report is made. The Contractor shall provide a status report upon the request of the CA within two (2) business days unless the timeframe is otherwise specified by the CA.

C.11 CORRECTIVE ACTION REPORTS

C.11.1 The Contractor shall report any corrective actions taken in response to compliance issues raised by the CA and/or the Contracts and Procurement Administration. The Contractor shall respond in

writing via e-mail of poor and unsatisfactory monitoring reports given to the Contractor by CFSA and shall prepare to send to CFSA any other reports, as requested.

C.12 CRIMINAL MISCONDUCT REPORTS

C.12.1 If a client accuses an employee, including mentors, of criminal misconduct, the CFSA shall and the Contractor shall both advise the client of his/her rights to report the incident to law enforcement officials. The District shall require the Contractor to provide a written report via e-mail within thirty (30) days. The report shall contain confirmation that the Contractor made efforts to investigate the client's complaint (e.g., called the employee in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client, etc.) and conclusions that were drawn following the investigation. If the report involved a loss of property or money, the Contractor shall reimburse the client for reasonable claims if there is reasonable indication that the Contractor or its employees, including mentors, were at fault. The report shall also include information regarding measures taken to prevent similar complaints from recurring and information about the results of the police investigation, if conducted. Each such case shall be evaluated on its individual merits.

C.12.2 It is not mandatory to obtain a criminal conviction before reimbursing a client and the standard for reasonable indication shall prevail. Failure to comply with appropriate follow-up to allegations of criminal misconduct shall be considered a serious contract violation that will weigh heavily in the overall rating of service.

C.13 MONTHLY ACTIVITY REPORTS

C.13.1 The Contractor shall submit a monthly activity report in a format prescribed by CFSA, which includes, but is not limited to, the Drivers daily log and the Unusual Incident Report. These reports are due to the CA within five (5) days after the end of each month.

C.14 OUTCOMES

Each proposal shall include the Contractor's plan (including the assessment tools that will be used) for measuring client outcomes in the following domains:

- Cognitive functioning (i.e., school engagement/attendance, academic achievement, etc.);
- Emotional/Behavioral Functioning (i.e., pro-social behavior, positive outlook, self-esteem, coping skills);
- Social functioning (i.e., relationships with adults, peer relationships, social connections, social competence, etc.);
- Abstinence/Reduction/Cessation of substance use depending upon client usage at time of referral;
- Abstinence/Reduction/Cessation of delinquent behavior or court involvement depending upon client behavior at time of referral; and
- Involvement of caregiver(s).

C.15 REFERRAL PROCESS

- Upon receipt of the mentoring referral, the Contract Administrator, or designee, shall contact the referral source to assess the client's need for services and gather and review the appropriate supporting documents (i.e., report cards, progress reports, court order, IEP, psycho-educational evaluations, etc.).
- Based on the needs of the client, the Contract Administrator, or designee, shall assign a client to a Contractor by drafting a memorandum authorizing mentoring services. The memorandum shall include the start date of service and service review dates for the next year. The Contractor shall acknowledge receipt of the referral. The mentee shall be identified within 10 business days.
- The Contract Administrator, or designee, shall forward the referral and the memorandum to the Contractor, via e-mail, and copy the referral source and the referral source's supervisor and maintain a copy in the Office of Well Being..

*****END OF SECTION C*****

SECTION D: PACKAGING AND MARKING

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

*****END OF SECTION D *****

SECTION E: INSPECTION AND ACCEPTANCE

- E-1.1 The inspection and acceptance requirements for the resultant Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E-1.2 Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the services to be furnished under the Contract, to ensure that the services conform to the terms of the resultant contract. Any item found not in compliance with the specifications, shall be rejected.

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

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year 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-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 years.

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
(See § F.4; bullet 2)	Submit a monthly progress report	1	Mail or Email	15 th of every month	CA and the assigned Social Worker
(See § C.5)	Submit Mentee's written goals for the future	1 for each mentee	Email	Within 30 calendar days of submitting the initial assessment results	CA
(See § C.5)	Conduct an initial assessment using assessment tool(s)	1	Email	10 business days after authorization	CA

(See § C.8)	Submit Significant Changes and Emergency Reports	1	Email	Two business days	Office of Well Being
(See § C.9.1)	Submit a written Unusual Incident Report	1	Email	Within one (1) hour of the occurrence	CA
(See § C.10)	Submit Status Reports	1	Email	Two business days	CA
(See § C.12.1)	Submit Criminal Misconduct Report	1	Mail	Within 30 days of the occurrence	Office of Well Being
(See § C.13.1)	Submit a Monthly Activity Report	1	Email	5 days at the end of the month	Office of Well Being
(See § C.15.1)	Submit referral and memorandum	1	Email	Within 10 business days of authorization	CA
(See § C.15.1 – bullet 4)	Submit Mentoring Plan (MP)	1 for each mentee	Email	15 business days after initial authorization	CA
(See § F.4; bullet 3)	Submit a quarterly progress report	1 for each mentee	Email	Every 3 months	Office of Well Being
(See § F.4; bullet 4)	Submit a quarterly programming report	1	Email	Every 3 months	Office of Well Being

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.

F.4 The Contractor shall provide CFSA with the following deliverables:

The Contractor shall make records, reports, and any other data and program information available to CFSA via paper, electronically, or in the form of observation through on-site visits conducted by CFSA staff. On-site visits may be announced or unannounced.

- The mentor will make contact with the assigned social worker, either by phone, e-mail, or in person, at least once per month to provide an update on the mentee’s progress.
- The Contractor shall submit a monthly progress report for each CFSA client receiving mentoring services no later than the 15th of the month following the month of service. The Contractor shall complete a monthly progress report in a format provided by the Office of Well Being and submit it electronically to the assigned social worker and the Office of Well Being at cfsa.mentoring@dc.gov. The report shall include the number and duration of contacts with the mentee and other collateral contacts including the resource parent(s), birth parent(s), therapists, teachers, etc. The report shall also include the activities completed by the mentor and mentee and any challenges experienced by the mentor or the mentee during the month.

- Following administration of each quarterly assessment, the Contractor shall submit a quarterly progress report for each CFSA client receiving mentoring services to the Office of Well Being via cfsa.mentoring@dc.gov with the next monthly reporting submission. The quarterly progress report shall include, but is not limited to, the following:
 - Summary of the accomplishments of and challenges experienced by the mentee during the quarter;
 - Summary of the case plan goals achieved during the quarter and a plan for those that have not yet been achieved;
 - Summary of quality of mentor outreach to and engagement of mentee's social worker, resource parent(s), and birth parent(s), including type and duration of contacts during each month of the quarter.

- The Contractor shall submit a quarterly programming report which includes, but is not limited to, the following:
 - Overall program outcomes, goals, and challenges;
 - Summary of recruitment and retention efforts;
 - A detailed reporting of mentors' outreach to and engagement of the social workers, resource parents, and birth parents of all mentee's receiving mentoring services. The report should include engagement broken down by types and duration of contact during each month of the quarter.
 - Recommendations for overall improvements based on observed trends across mentors and mentees during the quarter;
 - Summary of pre-service and in-service training completion for all mentors, including the names, dates, and times of training course completion; and
 - Status of clearance documentation for all mentors and Contractor staff members.

- The Contractor shall notify the Contract Administrator, or designee, by phone of any unusual incidents within one (1) hour of the incident. The Contractor shall submit a written Unusual Incident Report via e-mail to the Contract Administrator, or designee, within 24 hours of the incident.

END OF SECTION F

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

G.2 INVOICE SUBMITTAL AND MPUR INFORMATION FOR INVOICING

- G.2.1 CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement contractors certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.
- G.2.2 The Contractor will solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment.”
- G.2.3 The Contractor shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.
- G.2.4 Once an MPUR is certified by the Contractor for the generation of an invoice, it cannot be modified.
- G.2.5 The Contractor must designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.
- G.2.6 If the Contractor is unable to access the PPW, it is the Contractor’s responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.
- G.2.7 If there is a substantive, not technical, problem with the Contractor’s PPW invoice, it is the Contractor’s responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.
- G.2.8 If the Contractor fails to submit its invoices through the PPW and the MPUR, the Contractor accepts that said invoices may not be processed within the normal statutory timeframes.
- G.2.9 The Contractor shall submit invoices via email, to CFSA’s Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
Fiscal Operations Administration
200 I Street, SE, Suite 2030
Washington, DC 20003

no later than 20 days after the last day of any month in which services are provided. The invoices shall include the Contractor's name, address, invoice number, date, tax ID number, DUNS number, contract number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and 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 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The District shall pay the amount due to the Contractor under this contract in accordance with the terms of the contract and upon presentation of a complete and properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

"Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Tara Sigamoni
Agency Chief Contracting Officer
Contracts and Procurement Administration
Child and Family Services Agency
200 I Street, SE
Washington, DC 20003
(202)724-5300
Tara.sigamoni@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 prices and costs are consistent with the contractual 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:

Tracey Talbert
Clinical Supports Contract Liaison
Office of Well Being
Child and Family Services Agency
200 I Street, SE
Washington, DC 20003
202-727-4679, phone
202-442-4169
Tracey.talbert@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.

G.10 ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer or CA. Such orders may be issued during the term of the contract.
- b) All delivery orders or task orders are subject to the term and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

END OF SECTION G

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. 13, dated June 19, 2013, 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 exercise 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 the Contractor, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

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

records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

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

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

- (1) Document in a report to the CO the Contractor’s 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 certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- 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.
- 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 imminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of

government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

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

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

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

H.9.2 Subcontracting Plan

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

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

- H.9.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - H.9.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.**

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

- H.9.3.1 The dollar amount of the contract or procurement;
- H.9.3.2 A brief description of the goods procured or the services contracted for;
- H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified

business enterprises;

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

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

H.9.4 Subcontractor Standards

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

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.9.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.10.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

Mentors, Project Staff and Volunteers.

H.10.2 The Contractor shall also obtain records to investigate persons applying for employment, as well as current employees and volunteers when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

- H.10.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.10.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.10.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
 - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
 - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
 - (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
 - (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.10.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false

statement may subject them to criminal penalties.

- H.10.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
 - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.10.7(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.10.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.10.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.10.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.10.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.10.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.10.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

- H. 10.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H. 10.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.10.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.10.3 and H.10.5.
- H.10.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.10.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.10.19 If any application is denied because the CA 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.10.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.11 CONTRACTOR CLEARANCE

In addition to the requirements of Section H.10 above, the contractor shall require its employees, prospective employees including consultants, and sub-contractors be cleared through the Child Protection Register and FBI. The Contractor should ensure that these individuals obtain an FBI clearance and a police clearance every two years. The CPR clearances shall occur on an annual basis.

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

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the solicitation go to www.ocp.dc.gov, click on Solicitation Attachments.

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 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.6 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.7 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.
 4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
 6. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- 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.

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.**

- C. **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.
- D. **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.
- E. **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.
- F. **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:

Tara Sigamoni
Agency Chief Contracting Officer
Contracts and Procurement Administration
Child and Family Services Agency
200 I Street, SE
Washington, DC 20003
(202)724-5300
Tara.sigamoni@dc.gov

- G. **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.8 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 bidder who has not satisfied the equal employment requirements.

I.9 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.10 GOVERNING LAW

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

I-11 CONTINUITY OF SERVICES

I-11.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

1. Furnish phase-out, phase-in (transition) training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I-11.2 The Contractor shall, upon the Contracting Officer's written notice:

1. Furnish phase-in, phase-out services for up to 90 days after this contract expires and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I-11.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

I-11.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I-11.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I-12 ORDER OF PRECEDENCE

I-12.1 Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, dated March 2007.

END OF SECTION I

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103 (Revision No. 13, dated June 19, 2013)
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Bidder/Offeror Certifications

END OF SECTION J

**SECTION K
 ATTACHMENT J.8**

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION

Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC) <input type="checkbox"/> Joint Venture	Date of Incorporation:
	Date of Organization:

<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?
<input type="checkbox"/> Other	Date established?

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia? Yes No Other

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District of Columbia, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
 (b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

(a) Any business-related activity; or
 (b) Any crime the underlying conduct of which was related to truthfulness?

2.6 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" or "Other" in Part 2. For each "Other", include an explanation that provides the basis for not definitively responding "Yes" or "No".	
PART 3: BUSINESS RESPONSIBILITY	
<i>Within the past five (5) years, has the bidder/offeror:</i>	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.5 Been disqualified on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.8 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
Please provide an explanation for each "Yes" or "Other" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
<i>Within the past five (5) years, has the bidder/offeror:</i>	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the bidder/offeror:</i>	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remains undercharged?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file or pay any tax returns required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether any outstanding debt is owed to the federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No

(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance? Yes No

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

PART 7: RESPONSE UPDATE REQUIREMENT

7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

- (a) Within sixty (60) days of a material change to a response; and
- (b) Prior to the exercise of an option year contract.

PART 8: FREEDOM OF INFORMATION ACT (FOIA)

8.1 Indicate whether any information provided in response to a question in Section I is believed to be exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (A determination of whether such information is, in fact, exempt from FOIA will be made at the time of any request for disclosure under FOIA.) Yes No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains three (3) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

By checking the applicable line, the bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

2.1 Each signature of the bidder/offeror is considered to be a certification by the signatory that:

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

2.2 Each signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

- (a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in the contract;
- (b) Has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or
- (c) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

- (i) As an authorized agent, certifies that the principal named in subparagraph 2.2(c) above has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing under this contract.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE

By checking the applicable line, the bidder/offeror certifies that:

1.1 Each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "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

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [_____], as the person authorized to sign this bid/proposal, hereby certify that the information provided in this form is true and accurate.

Name:	Telephone #:	Fax #:
Title:	Email Address:	

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

The District may award 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.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District, Child and Family Services Agency (CFSA) intends to award to multiple vendors in each aggregate award group, there are six (6) groups in total for the Clinical and Health Services Administration (CHSA).

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

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. **DCRL-2013-R-0134, "Evidence-Based Volunteer Mentoring Program"**".

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.3.1 Proposal Submission

Proposals must be submitted no later than 2:00pm on December 2, 2013. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the

award is made and one (1) or more of the following circumstances apply:

- (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.
- (d) Proposal submissions shall be sent to the following:

D.C. Child & Family Services Agency
Contract and Procurement Administration
200 I Street, S.E., Street 2031
Washington, D.C. 20003
Attn: Pamela A. Glover

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 PRE-PROPOSAL CONFERENCE

- L.4.1 A pre-proposal conference will be held at the *Child and Family Services Agency – 200 I Street, SE, Washington, D.C. 20003 – Conference Room 1001B on December 2, 2013 from 2:00 – 4:00 PM.* The prospective offeror's 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 accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal Attendance Roster at the conference so that their attendance can be properly recorded.
- L.4.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the CFSA's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five (5) business days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Bidders' list as having received a copy of the solicitation. Answers will be sent by email to each prospective offeror.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically to Pamela.glover@dc.gov. The prospective offeror should submit questions no later than two weeks **14** days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than **14** days before the date set for submission of proposals. The District will furnish responses via email. 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.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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 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:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contract and Procurement Administration
200 I Street, S.E., Suite 2031
Washington, DC 20003
(202) 724-5300
Tara.sigamoni@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. 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.14 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.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 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.15.3 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.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 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 relevant documentation within five (5) days of the request by the District.

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.18 RESERVED

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

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

[The total sum of the maximum points for Technical Criteria and Price Criterion must be 100 points.]

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

below:

M.3.1 TECHNICAL CRITERIA (___ 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 Approach	20
Factor B – Past Performance	20
Factor C – Experience	20
Factor D – Quality Assurance	15
Factor E - Pricing	25
Total	100

M.3.1.1.1 Factor A – Technical Approach (20 Points maximum)

M.3.1.1.1a Description: These factors consider the Offeror’s detailed, accurate description that assures all required services are met in an efficient and effective manner that meets all the elements as described in the Statement of work. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction in serving children and families and creatively working with children and foster parents.

M.3.1.1.1b This evaluation factor considers the proposed methodology proposed for this project, including project management, design, deployment, training, documentation, and ongoing support.

M.3.1.1.1c 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.3.1.1.1d This evaluation factor considers the proposed schedule to be implemented

M.3.1.1.1e This factor will be evaluated based on the completeness of the provided project plan, including all major tasks and subtasks, including dependencies and critical path items. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully.

M.3.1.1.2 Factor B – Past Performance (20 Points maximum)

M.3.1.1.2a Description: The capacity to work with the identified population, and the contracting agency in an efficient, and effective manner to meet the overall goal of the Evidence-Based Volunteer Mentoring Program (EBVMP) and the academic needs as well as the contractual policies and regulations.

M.3.1.1.2b Evaluation of past performance and experience allows the District to assess the Offeror's ability to perform and relevance of the work performed.

M.3.1.1.2c This factor considers the extent of the Offeror's past performance within the last five (5) years, in achieving 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, highly technical nature, and complexity. 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.3.1.1.3 Factor C – Experience (20 Points maximum)

M.3.1.1.3a Description: The Offeror provides a list of three (3) 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.3.1.1.4 Factor D – Quality Assurance (15 Points maximum)

M.3.1.1.4a Description: Agency organizational structural must have a quality assurance system which includes a Quality Assurance coordinator to manage programmatic outcomes and other performance indicators.

M.3.1.1.5 Factor E – Pricing (25 Points maximum)

M.3.1.1.5a Description: A comprehensive budget that reflects accurate and fair pricing for programs and services as defined in the scope of work, including an all-inclusive daily rate. The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

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

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

M.3.2 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.3 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

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

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 **Maximum Preference Awarded**

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

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

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

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

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

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

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

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

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

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

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