


<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption NCI - Building Community Relations		Page of Pages 1 68		
2. Contract Number		3. Solicitation Number DCEB-2016-R-0002	4. Type of Solicitation Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) Sole Source Human Care Agreements Emergency		5. Date Issued <b>August 10, 2016</b>		
				6. Type of Market <input checked="" type="checkbox"/> Open Set Aside Open with Sub-Contracting Set Aside			
7. Issued By: D.C. Office of the Deputy Mayor for Planning and Economic Development Contracts, Procurement and Grants 1015 Half Street, S.E., Suite 675 Washington, D.C. 20003			8. Address Offer to: D.C. Office of the Deputy Mayor for Planning and Economic Development Margaret Platek 1015 Half Street, S.E., Suite 675 Washington, DC 20003				
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>1</u> copy for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, if hand carried to the bid counter located at <u>1015 Half Street, S.E., Suite 675</u> until <u>2:00PM</u> local time <u>31-Aug-16</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact	A. Name Margaret Platek		B. Telephone (Area Code) 202 (Number) 724-7298 (Ext)		C. E-mail Address <a href="mailto:margaret.platek@dc.gov">margaret.platek@dc.gov</a>		
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12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %			
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G	17. Signature		18. Offer Date		
(Area Code)	(Number)	(Ext)					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print) Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST		23. Signature of Contracting Officer (District of Columbia)			24. Award Date		
Government of the District of Columbia				Office of the Deputy Mayor for Planning and Economic Development			

## **SECTION B: CONTRACT TYPE, REQUIREMENTS CONTRACT WITH COST REIMBURSEMENT ELEMENTS.**

**B.1** The District of Columbia Office of the Deputy Mayor for Planning and Economic Development (DMPED), (the “District”) is seeking a contractor with the professional expertise in building community relations, building up, reinforcing, improving and strengthening New Communities Initiative’s (NCI’s) local and national profile and reputation. The goal of NCI is to build sound NCI policies and improve the programs that promote and support NCI’s vulnerable communities’ population.

**B.2** **The type of contract is a Requirements Contract, with Cost-Reimbursement elements.** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, Section G.10. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring performance at multiple locations.
- c) 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; provided that the Contractor shall not be required to make any deliveries under this contract after September 30, 2021.

**B.3 PRICE SCHEDULE – REQUIREMENTS WITH COST REIMBURSEMENT ELEMENTS.**

**B.3.1 BASE YEAR**

Please insert, in the designated fields, fully loaded hourly rates for CLINs 0001AA thru 0004AD for the base and option years.

<b>Contract Line Item NO. (CLIN)</b>	<b>Item Description Consultant Personnel Title/Function</b>	<b>Unit</b>	<b>Fully Loaded Hourly Rate</b>
<b>0001AA</b>	Community Engagement Consultant/Provides services to increase and improve community engagement activities.	1 hour	\$
<b>0001AB</b>	Public Policy & Research Consultant/Advises and assists in the development and adoption of smart policies and practices.	1 hour	\$
<b>0001AC</b>	Community Outreach Consultant/Conducts community outreach activities.	1 hour	\$
<b>0001AD</b>	Public Relations & Marketing Consultant/Provides services to inform and educate the public about NCI and related topics	1 hour	\$
<b>TOTAL AVERAGE HOURLY RATE</b>		1 hour	\$

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Hours</b>	<b>Average Hourly Rate</b>	<b>Total Price</b>
<b>0001</b>	Community Building and Engagement for Barry Farms (C.5.2)	240	\$	\$
<b>0002</b>	Community Building and Engagement for Lincoln Heights/Richardson (C.5.2)	240	\$	\$
<b>0003</b>	Community Building and Engagement for Northwest One (C.5.2)	240	\$	\$
<b>0004</b>	Community Building and Engagement for Park Morton (C.5.2)	240	\$	\$
<b>0005</b>	Community Outreach (C.5.3)	1,000	\$	\$
<b>0006</b>	Public Policy Consulting (C.5.4)	300	\$	\$

Contract Line No. (CLIN)	Item Description	Estimated Hours	Average Hourly Rate	Total Price
0007	Public Relations (C.5.5)	240	\$	\$
<b>Subtotal Base Year</b>				\$

**COST REIMBURSEMENT  
 (Attachment A, Section D.10)**

Contract Line No. (CLIN)	Item Description	Not-to-Exceed Amount
0008	Printing of Marketing Brochures, Conference Materials, Annual Report (C.5.5.10)	\$15,000.00
0009	NCI Projects Specific, Branded with NCI Logo, Goods for Marketing (C.5.5.10)	\$25,000.00
<b>Subtotal Base Year</b>		<b>\$40,000.00</b>

<b>Total Base Year</b>	<b>\$</b>
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**B.3.2 OPTION YEAR ONE**

Contract Line Item NO. (CLIN)	Item Description Consultant Personnel Title/Function	Unit	Fully Loaded Hourly Rate
1001AA	Community Engagement Consultant/Provides services to increase and improve community engagement activities.	1 hour	\$
1001AB	Public Policy & Research Consultant/Advises and assists in the development and adoption of smart policies and practices.	1 hour	\$
1001AC	Community Outreach Consultant/Conducts community outreach activities.	1 hour	\$
1001AD	Public Relations & Marketing Consultant/Provides services to inform and educate the public about NCI and related topics	1 hour	\$
<b>TOTAL AVERAGE HOURLY RATE</b>		1 hour	\$

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Hours</b>	<b>Average Hourly Rate</b>	<b>Total Price</b>
<b>1001</b>	Community Building and Engagement for Barry Farms (C.5.2)	240	\$	\$
<b>1002</b>	Community Building and Engagement for Lincoln Heights/Richardson (C.5.2)	240	\$	\$
<b>1003</b>	Community Building and Engagement for Northwest One (C.5.2)	240	\$	\$
<b>1004</b>	Community Building and Engagement for Park Morton (C.5.2)	240	\$	\$
<b>1005</b>	Community Outreach (C.5.3)	1,000	\$	\$
<b>1006</b>	Public Policy Consulting (C.5.4)	300	\$	\$
<b>1007</b>	Public Relations (C.5.5)	240	\$	\$
<b>Subtotal Option Year One</b>				\$

**COST REIMBURSEMENT  
 (Attachment A, Section D.10)**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Not-to-Exceed Amount</b>
<b>1008</b>	Printing of Marketing Brochures, Conference Materials, Annual Report (C.5.5.10)	\$15,000.00
<b>1009</b>	NCI Projects Specific, Branded with NCI Logo, Goods for Marketing (C.5.5.10)	\$25,000.00
<b>Total Not-to-Exceed Amount Option Year One</b>		<b>\$40,000.00</b>

<b>Total Option Year One</b>	<b>\$</b>
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**B.3.3 OPTION YEAR TWO**

<b>Contract Line Item NO. (CLIN)</b>	<b>Item Description Consultant Personnel Title/Function</b>	<b>Unit</b>	<b>Fully Loaded Hourly Rate</b>
<b>2001AA</b>	Community Engagement Consultant/Provides services to increase and improve community engagement activities.	1 hour	\$
<b>2001AB</b>	Public Policy & Research Consultant/Advises and assists in the development and adoption of smart policies and practices.	1 hour	\$
<b>2001AC</b>	Community Outreach Consultant/Conducts community outreach activities.	1 hour	\$
<b>2001AD</b>	Public Relations & Marketing Consultant/Provides services to inform and educate the public about NCI and related topics	1 hour	\$
<b>TOTAL AVERAGE HOURLY RATE</b>		1 hour	\$

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Hours</b>	<b>Average Hourly Rate</b>	<b>Total Price</b>
<b>2001</b>	Community Building and Engagement for Barry Farms (C.5.2)	240	\$	\$
<b>2002</b>	Community Building and Engagement for Lincoln Heights/Richardson (C.5.2)	240	\$	\$
<b>2003</b>	Community Building and Engagement for Northwest One (C.5.2)	240	\$	\$
<b>2004</b>	Community Building and Engagement for Park Morton (C.5.2)	240	\$	\$
<b>2005</b>	Community Outreach (C.5.3)	1,000	\$	\$
<b>2006</b>	Public Policy Consulting (C.5.4)	300	\$	\$
<b>2007</b>	Public Relations (C.5.5)	240	\$	\$
<b>Subtotal Option Year Two</b>				\$

**COST REIMBURSEMENT  
 (Attachment A, Section D.10)**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Not-to-Exceed Amount</b>
<b>2008</b>	Printing of Marketing Brochures, Conference Materials, Annual Report (C.5.5.10)	\$15,000.00
<b>2009</b>	NCI Projects Specific, Branded with NCI Logo, Goods for Marketing (C.5.5.10)	\$25,000.00
<b>Total Not-to-Exceed Amount Option Year Two</b>		<b>\$40,000.00</b>

<b>Total Option Year Two</b>	<b>\$</b>
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**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item NO. (CLIN)</b>	<b>Item Description Consultant Personnel Title/Function</b>	<b>Unit</b>	<b>Fully Loaded Hourly Rate</b>
<b>3001AA</b>	Community Engagement Consultant/Provides services to increase and improve community engagement activities.	1 hour	\$
<b>3001AB</b>	Public Policy & Research Consultant/Advises and assists in the development and adoption of smart policies and practices.	1 hour	\$
<b>3001AC</b>	Community Outreach Consultant/Conducts community outreach activities.	1 hour	\$
<b>3001AD</b>	Public Relations & Marketing Consultant/Provides services to inform and educate the public about NCI and related topics	1 hour	\$
<b>TOTAL AVERAGE HOURLY RATE</b>		1 hour	\$

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Hours</b>	<b>Average Hourly Rate</b>	<b>Total Price</b>
<b>3001</b>	Community Building and Engagement for Barry Farms (C.5.2)	240	\$	\$
<b>3002</b>	Community Building and Engagement for Lincoln Heights/Richardson (C.5.2)	240	\$	\$
<b>3003</b>	Community Building and Engagement for Northwest One (C.5.2)	240	\$	\$
<b>3004</b>	Community Building and Engagement for Park Morton (C.5.2)	240	\$	\$
<b>3005</b>	Community Outreach (C.5.3)	1,000	\$	\$
<b>3006</b>	Public Policy Consulting (C.5.4)	300	\$	\$
<b>3007</b>	Public Relations (C.5.5)	240	\$	\$
<b>Subtotal Option Year Three</b>				\$

**COST REIMBURSEMENT  
 (Attachment A, Section D.10)**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Not-to-Exceed Amount</b>
<b>3008</b>	Printing of Marketing Brochures, Conference Materials, Annual Report (C.5.5.10)	\$15,000.00
<b>3009</b>	NCI Projects Specific, Branded with NCI Logo, Goods for Marketing (C.5.5.10)	\$25,000.00
<b>Total Not-to-Exceed Amount Option Year Three</b>		<b>\$40,000.00</b>

<b>Total Option Year Three</b>	<b>\$</b>
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**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item NO. (CLIN)</b>	<b>Item Description Consultant Personnel Title/Function</b>	<b>Unit</b>	<b>Fully Loaded Hourly Rate</b>
<b>4001AA</b>	Community Engagement Consultant/Provides services to increase and improve community engagement activities.	1 hour	\$
<b>4001AB</b>	Public Policy & Research Consultant/Advises and assists in the development and adoption of smart policies and practices.	1 hour	\$
<b>4001AC</b>	Community Outreach Consultant/Conducts community outreach activities.	1 hour	\$
<b>4001AD</b>	Public Relations & Marketing Consultant/Provides services to inform and educate the public about NCI and related topics	1 hour	\$
<b>TOTAL AVERAGE HOURLY RATE</b>		1 hour	\$

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Estimated Hours</b>	<b>Average Hourly Rate</b>	<b>Total Price</b>
<b>4001</b>	Community Building and Engagement for Barry Farms (C.5.2)	240	\$	\$
<b>4002</b>	Community Building and Engagement for Lincoln Heights/Richardson (C.5.2)	240	\$	\$
<b>4003</b>	Community Building and Engagement for Northwest One (C.5.2)	240	\$	\$
<b>4004</b>	Community Building and Engagement for Park Morton (C.5.2)	240	\$	\$
<b>4005</b>	Community Outreach (C.5.3)	1,000	\$	\$
<b>4006</b>	Public Policy Consulting (C.5.4)	300	\$	\$
<b>4007</b>	Public Relations (C.5.5)	240	\$	\$
<b>Subtotal Option Year Four</b>				\$

**COST REIMBURSEMENT  
 (Attachment A, Section D.10)**

<b>Contract Line No. (CLIN)</b>	<b>Item Description</b>	<b>Not-to-Exceed Amount</b>
<b>4008</b>	Printing of Marketing Brochures, Conference Materials, Annual Report (C.5.5.10)	\$15,000.00
<b>4009</b>	NCI Projects Specific, Branded with NCI Logo, Goods for Marketing (C.5.5.10)	\$25,000.00
<b>Total Not-to-Exceed Amount Option Year Four</b>		<b>\$40,000.00</b>

<b>Total Option Year Four</b>	<b>\$</b>
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**B.3.6 CONTRACT REIMBURSEMENT CEILING (Attachment A, Section D.10)  
 AND PRICE SUMMARY FOR FIVE (5) YEARS**

<b>CONTRACT PERIOD</b>	<b>MAN HOURS</b>	<b>TOTAL AMOUNT</b>	<b>TOTAL REIMBURSABLE AMOUNT</b>	<b>TOTAL FOR CONTRACT PERIOD</b>
Base Year	2,500	\$	\$40,000.00	\$
Option Year One	2,500	\$	\$40,000.00	\$
Option Year Two	2,500	\$	\$40,000.00	\$
Option Year Three	2,500	\$	\$40,000.00	\$
Option Year Four	2,500	\$	\$40,000.00	\$
<b>Five Year Contract Total</b>	<b>12,500</b>	<b>\$</b>	<b>\$200,000.00</b>	<b>\$</b>

**B.4** An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may 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**.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Office of the Deputy Mayor for Planning and Economic Development (DMPED), (the “District”) has a requirement for a program to build community relations, increase New Communities Initiative (NCI) technical and professional expertise developing the NCI program, services and to enhance community engagement in the NCI’s initiatives. Additionally, NCI has a need to develop, facilitate and implement specific to NCI foundation of smart practices and policies; further improving NCI’s effectiveness along with strengthening NCI’s local and national profile and reputation.

### C.2 APPLICABLE DOCUMENTS

The following document is applicable to this procurement and is hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Report	<a href="#">NCI Program Annual Report 2015</a>	2015

### C.3 DEFINITIONS

**New Communities Initiative** – District government program designed to revitalize severely distressed subsidized housing and redevelop communities plagued with poverty, high crime, economic segregation, underperforming schools and underutilized public facilities.

**Barry Farm** – Neighborhood located in Ward 8, east of the Anacostia River in southeast Washington, D.C. slated to be redeveloped into a mixed-use, mixed-income community.

**Lincoln Heights/Richardson Dwellings** – Neighborhoods located in Ward 7 of the northeast quadrant of the District of Columbia with close proximity to the Anacostia Waterfront, RFK Stadium and the active retail center at Minnesota Avenue and Benning Road.

**Northwest One** – Neighborhood located just blocks north of Union Station and the United States Capitol in Ward 6, slated to be transformed into a mixed-income community

**Park Morton** – Located in Ward 1 proximate to the Georgia Avenue Corridor, Petworth and Park View neighborhood sitting in one of the most diverse neighborhoods with a legacy of being a center of African American commerce and activity slated to be redeveloped into a mixed-use, mixed-income development.

**Internal Audience** – The District’s NCI staff, NCI public and private partners who share NCI’s program knowledge and have access to the NCI Program content, actions, and work.

**External Audience** – The general public that do not have the inside information or common to NCI Program background, where all terms used by the program must be spelled out, universal and easily understood. Audience outside DC Government and NCI’s teams including but not limited to District’s residents and community stakeholders

**Internal Communications** – Communication with NCI’s Internal Audience including DC Government NCI and development teams.

**External Communications** - communication with NCI External Audience.

**Internal Stakeholders** – Various District Government agencies.

**External Stakeholders** – Community-at large.

**TA** – Technical Assistance

**Implement** – means perform, fulfill, carry out, accomplish, execute, and finalize; to put into effect according to definite plan or procedure.

## C.4 BACKGROUND

**C.4.1** The New Communities Initiative (NCI) began in 2005, as a local response to neighborhood redevelopment in the wake of federal budget cuts to housing revitalization programs and increasing crime and poverty in District neighborhoods. The initiative targets four neighborhoods in the District of Columbia, including Barry Farm in Ward 8, Lincoln Heights/Richardson Dwellings in Ward 7, Northwest One in Ward 6 and Park Morton in Ward 1. The vision for the NCI is for vibrant, mixed-income neighborhoods that address both the physical architecture and human capital needs, where residents have quality affordable housing options, economic opportunities and access to appropriate human services.

New Communities is guided by four principles that provided the initial framework for the initiative, and continues to be an important lens for our current work.

- ***One for One Replacement*** of existing affordable housing units to ensure there is no net loss of the existing affordable housing units.
- ***The Opportunity for Resident to Return/Stay*** in the community to ensure that current residents will have a priority for new replacement units.
- ***Mixed-Income Housing*** to end the concentration of low-income housing and poverty.
- ***Build First***, which calls for the development of new housing to begin prior to the demolition of existing distressed housing to minimize displacement.

These principles make the District rather unique in the landscape of public and subsidized housing redevelopment. The NCI framework and the principles are the result of an extensive community planning process that included government officials, residents, community stakeholders, advocates and technical advisors. Through a series of public meetings, working groups and charrettes, plans were developed and adopted by the DC Council in 2006 for the Barry Farm, Lincoln Heights, and Northwest One neighborhoods with the Park Morton plan adopted by the DC Council in 2008.

**C.4.2 NCI DEVELOPMENT** - The physical redevelopment component of these plans calls for the demolition of over 1,500 distressed housing units over the four New Communities neighborhoods and the replacement of these units with mixed-income housing units that would serve as replacements for the demolished public housing units, other affordable housing, as well as market rate housing. To achieve these goals, the NCI is funded through public bond financing that allows the District to leverage funding for development projects. To date, 250 units have been demolished and NCI has invested over \$90 million to create 1,041 units, of

which over 70% are an affordable housing and include new community amenities such as recreation centers, libraries, facilities serving educational uses as well as retail and park space.

**C.4.3 NCI HUMAN CAPITAL** - The human capital component of the NCI is a critical element of the initiative. The District partners with service providers to provide comprehensive case management and other services to residents in New Communities neighborhoods. Service providers are funded by the District through the New Communities human capital grant program. Since 2007, NCI has provided almost \$25M in grants to service providers who are delivering case management, workforce development, youth development, education and outreach services to public housing residents in all four NCI neighborhoods. Services are delivered applying a 2-tier model:

- Tier 1 is comprised of comprehensive case management – intense interaction with households at redevelopment sites with a particular focus on relocation and return readiness.
- Tier 2 is comprised of other services such as health and wellness, employment, education, financial literacy and parenting support. These services are aimed at improving the overall neighborhood.

**C.4.4 COMMUNITY ENGAGEMENT** – As NCI approaches the physical transformation of public housing spaces and the provision of services to support resident success, a key challenge is also devising approaches to community engagement and partnerships (public and private) that are both thoughtful and comprehensive. This dynamic offers the opportunity to facilitate real and measurable community success, evidenced by neighborhoods that maintain diversity and support economic mobility of low-income households even as they are revitalized.

## **C.5 REQUIREMENTS**

The Offeror shall devise a plan to address each of the NCI program focus goals with a second tier plan focused on sustainability of the first four goals during the last year of the resultant contract:

1. Improving communication with NCI Communities.
2. Improving current NCI programs in each NCI Community.
3. Integration of current NCI programs and services with program and service enhancements.
4. Develop, facilitate and implement real and measurable changes
5. Develop and implement strategies to promote change sustainability.

**C.5.1** The offeror shall create strategies to enhance the current NCI program and deliver services to NCI focused on the following:

### **C.5.2 Community Building and Engagement**

**C.5.2.1** The Offeror shall develop strategies – including principles, goals, practices and implementation guidelines - for improved and effective resident and stakeholder engagement in NCI neighborhoods, aimed at meeting and supporting the overall goals of NCI.

**C.5.2.2** The Offeror shall develop and carry out strategies for community building and engagement in NCI neighborhoods where these activities have been either absent altogether and/or have been

persistently challenging to implement. These activities shall include planning, coordinating, organizing, hosting and facilitating meetings each year with the NCI team and NCI's partners. The Offeror shall provide written and verbal follow-up debriefings from community meetings and events. The NCI Team anticipates about 48 meetings with the NCI Team and its partners and 24 community meetings and events each year.

- C.5.2.3 The Offeror shall develop and implement strategies to receive and use resident and stakeholder input in improving program operations, services and policy issues related to NCI developments. The Offeror shall summarize and evaluate resident and stakeholder input. Based on the input, the Offeror shall recommend modifications, additions and improvements to NCI's program, policies and services. The Offeror shall assist NCI in implementing these recommendations.
- C.5.2.4 The Offeror shall develop and implement strategies for NCI and its partners to integrate trauma-informed community building methods into development activities, human capital services, property management and community outreach. The Offeror shall include in the strategy a clear path to improving the community as a whole and shall include benchmarks for measuring change. The Offeror's strategy shall include a training and technical assistance plan. The Offeror shall plan, coordinate and host trainings and Technical Assistance (TA) meetings. The NCI Team anticipates four (4) Trainings and Technical Assistance meetings each year. The Offeror shall provide to NCI written and verbal follow-up and debriefs from trainings and TA meetings, including progress measured against set benchmarks.
- C.5.2.5 The Offeror shall develop and implement strategies for team-building between NCI and its government and private partners as NCI negotiates with those partners for development, property management, service delivery and community engagement in NCI neighborhoods. The Offeror shall plan, organize, host and moderate team-building meetings and events for the NCI team and its public/private partners to promote building lasting partnerships that will benefit the NCI Program. The Offeror shall deliver a written strategy followed by a report that shall clearly define the results and effectiveness of the strategies that were used.
- C.5.2.6 The Offeror shall design, plan, schedule, coordinate, host and moderate meetings and other communications used in implementing the above strategies.

### **C.5.3 Community Outreach**

- C.5.3.1 The Offeror shall work with resident leaders, residents, community members and other stakeholders to implement community building and engagement plans.
- C.5.3.2 The Offeror shall plan, design, host and moderate community meetings and activities.
- C.5.3.3 The Offeror shall gather resident and stakeholder recommendations and proposals on key development, operations, services and policy issues related to NCI developments.
- C.5.3.4 The Offeror shall support resident leaders and residents from NCI developments in building and sustaining their own network for community involvement and success. The objective is to achieve greater community involvement resulting in a unified community where each community member contributes to creating a truly vibrant Community.
- C.5.3.5 The Offeror shall set measurable benchmarks with specific dates for completion, and submit proposed measures and completion dates to NCI for review and approval prior to execution.

The Offeror shall follow up with a report evaluating progress and recommending improvements to current community outreach approaches.

**C.5.4 Public Policy Consulting**

- C.5.4.1 The Offeror shall connect NCI to similar local and national development projects/initiatives. The Offeror shall research and analyze local and national community development programs and initiatives, produce and deliver to NCI a report outlining each program’s challenges, actions leading to overcoming challenges, program successes, lessons learned, downsides, consequences and final results. Based on the submitted report, NCI shall select to connect with at least three (3) communities doing work similar to NCI’s effort.
- C.5.4.2 The Offeror shall connect and assist NCI in establishing relationships with local and national organizations and leaders doing public housing redevelopments/mixed-income developments, particularly in urban, high-cost markets similar to the District of Columbia.
- C.5.4.3 The Offeror shall plan and execute at least two (2) site visits, webinars and conference calls for participation by the NCI team and other NCI stakeholders with similar communities either locally or nationally, focused on best practices in public housing and mixed-income developments, service-enriched developments, and community building and engagement. The objective of the site visits, webinars, and conference calls is to benefit the NCI team and other NCI stakeholders, to expand the team’s current knowledge in improving public housing, to acquire new and diverse methods leading to better understanding innovative approaches to overcoming public housing complex problems, adopting best practices in public housing transformation, mixed-income developments, community building and the community commitment to engage in the community transformation.
- C.5.4.4 The Offeror shall research and interpret smart policies and practices from other projects and initiatives to be considered for implementation by NCI. The Offeror’s presentation shall include at least the following:
  - a. List of all researched communities/projects including locations.
  - b. List of the communities/projects most comparable to the District’s NCI program.
  - b. Policies and practices used in each researched project.
  - c. Outcomes after the policies and practices were implemented.Based on the Offeror’s research and presentation, the NCI team will select policies and practices to be used in each NCI Community.
- C.5.4.5 The Offeror shall advise and propose new policies, plans, and practices, etc. to promote quality mixed-income developments that avoid common pitfalls of this development type (displacement, lack of economic mobilization and family success for affected low-income residents, lack of inclusivity, etc.). The Offeror shall deliver written recommendations and implementation strategy to the NCI team. The Offeror shall assist NCI in implementing selected policies and practices in each NCI Community. The Offeror shall develop benchmarks to monitor community transformation as well as report progress, achievements and drawbacks for each policy, plan or practice implemented.
- C.5.4.6 The Offeror shall, every six months, deliver to the NCI team a report showing progress toward each strategy.

### **C.5.5 Public Relations**

- C.5.5.1 The Offeror shall propose to the NCI team a media and social media plan that both responds to inquiries coming from the community and from the media, and proactively promotes coverage of NCI's activities.
- C.5.5.2 The Offeror shall monitor media by tracking stories and coverage published about NCI and NCI-related issues from traditional print and broadcast outlets to online blogs and other postings. The Offeror shall summarize media coverage and deliver a monthly report to the NCI team in .pdf or similar format.
- C.5.5.3 The Offeror shall develop protocols for rapid response to stories published about NCI and NCI-related issues, including protocols for when stories warrant official responses requiring coordination with NCI internal communications. The Offeror shall launch and act on all publicity opportunities to accomplish exposure in the media, reporting about NCI's Program, NCI's program successes and challenges in local and national media, academic and trade publications. The Offeror shall summarize all media activities and provide monthly briefings in the form of a report to the NCI team.
- C.5.5.4 The Offeror shall pitch news stories to help NCI secure positive coverage in local and national media about its efforts and accomplishments. The Offeror shall propose to the NCI team potential stories and angles that are relevant to reporters, producers, and editors to stimulate their interest in NCI's work. The Offeror shall personally contact editors and reporters for coverage based on their editorial calendars or specific events or topics. The Offeror shall issue newsworthy press releases that focus on the results of the NCI work to enhance interest in NCI's program. The Offeror shall submit all possible articles, reports and features for the NCI Team's review prior to publishing.
- C.5.5.5 The Offeror shall develop, implement, and monitor NCI's social media presence and provide monthly reports to the NCI Team. The Offeror shall assist the NCI Team assessing social media campaign content and effectiveness. The Offeror shall modify the social media campaign content, strategy and platforms as a result of this assessment after presenting to the NCI Team for review and approval.
- C.5.5.6 The Offeror shall develop messaging for internal and external use, including defining target audiences, refining messages, and identifying appropriate communication tools. The Offeror shall also arrange media and messaging training for the NCI team and its public and private partners.
- C.5.5.7 The Offeror shall propose content, including multi-media content, for NCI's website, subject to review and approval by the NCI Team.
- C.5.5.8 The Offeror shall provide event support for internal and external meetings and events, including advising on meeting structures, developing talking points, event promotion, support for execution, facilitation and follow-up.
- C.5.5.9 The Offeror shall monitor external stakeholder attitudes toward NCI both inside and outside of the District Government, regularly scanning 10-15 external stakeholders' views. The Offeror shall develop engagement plans to improve and strengthen those perspectives where necessary. The Offeror shall execute the stakeholders' engagement plan after the NCI Team's review and approval; followed by monitoring and reporting outcomes toward reaching the plan's objectives and delivering the outcome results to NCI Team.



C.5.5.10 The Offeror shall create and produce marketing materials for NCI, including NCI's annual report, conference materials, branded goods and marketing pieces for specific NCI projects. The Offeror shall generate and produce NCI's annual report. The NCI Team will approve all work prior to production of any marketing materials including the annual report. The cost of actual printing is a reimbursable expenditure. Branded items with NCI's logo - novelties and promotional materials such as t-shirts, polos, water bottles, sunglasses, umbrellas, mugs, balls, etc. - are reimbursable expenditures in the Reimbursable schedule.

**SECTION D: PACKAGING AND MARKING**

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

**SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with 19Supplies and Services Contracts, dated July 2010. (Attachment J.1)

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be for the period of one (1) year from the date of award specified on the cover page of this contract.

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

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 (5) years.

**F.3 DELIVERABLES**

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

Following is a list of the deliverables for the Contract Base Year:

**Community Building & Engagement Barry Farms (C.5.2)**

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
0001.1	Strategy for community building and engagement <b>(C.5.2.1 and C.5.2.2)</b>	1	Word Document, electronic	2 months from date of award
0001.2	Evaluation of residents and stakeholders input, Recommendations and Plan to adopt residents and stakeholder suggestions. <b>(C.5.2.3)</b>	1	Word Document, electronic	120 days from date of award
0001.3	Strategy and Plan with benchmarks to integrate trauma-informed community	1	Word Document, electronic	9 months from date of award

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
	building methods. (C.5.2.4)			
0001.4	Team-building Strategy and Implementation Plan for NCI and its public/private partners. (C.5.2.4)	1	Word Document, electronic	3 month from date of award
0001.5	NCI/public/private partners Team-building results (narrative) Report. (C.5.2.5)	1	Word Document, electronic	9 months from date of award

**Community Building & Engagement for Lincoln Heights/Richardson (C.5.2)**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0002.1	Strategy for community building and engagement (C.5.2.1 and C.5.2.2)	1	Word Document, electronic	2 months from date of award
0002.2	Evaluation of residents and stakeholders input, Recommendations and Plan to adopt residents and stakeholder suggestions. (C.5.2.3)	1	Word Document, electronic	120 days from date of award
0002.3	Strategy and Plan with benchmarks to integrate trauma-informed community building methods. (C.5.2.4)	1	Word Document, electronic	9 months from date of award
0002.4	Team-building Strategy and Implementation Plan for NCI and its public/private partners (C.5.2.4)	1	Word Document, electronic	3 month from date of award
0002.5	NCI/public/private partners Team-building results (narrative) Report (C.5.2.5)	1	Word Document, electronic	9 months from date of award

**Community Building & Engagement Northwest One (C.5.2)**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0003.1	Strategy for community building and engagement (C.5.2.1 and C.5.2.2)	1	Word Document, electronic	2 months from date of award
0003.2	Evaluation of residents and stakeholders input, Recommendations and Plan to adopt residents and stakeholder suggestions. (C.5.2.3)	1	Word Document, electronic	120 days from date of award
0003.3	Strategy and Plan with benchmarks to integrate trauma-informed community	1	Word Document, electronic	9 months from date of award

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
	building methods. (C.5.2.4)			
0003.4	Team-building Strategy and Implementation Plan for NCI and its public/private partners (C.5.2.4)	1	Word Document, electronic	3 month from date of award
0003.5	NCI/public/private partners Team-building results (narrative) Report (C.5.2.5)	1	Word Document, electronic	9 months from date of award

**Community Building & Engagement for Park Morton (C.5.2)**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0004.1	Strategy for community building and engagement (C.5.2.1 and C.5.2.2)	1	Word Document, electronic	2 months from date of award
0004.2	Evaluation of residents and stakeholders input, Recommendations and Plan to adopt residents and stakeholder suggestions. (C.5.2.3)	1	Word Document, electronic	120 days from date of award
0004.3	Strategy and Plan with benchmarks to integrate trauma-informed community building methods. (C.5.2.4)	1	Word Document, electronic	9 months from date of award
0004.4	Team-building Strategy and Implementation Plan for NCI and its public/private partners (C.5.2.4)	1	Word Document, electronic	3 month from date of award
0004.5	NCI/public/private partners Team-building results (narrative) Report (C.5.2.5)	1	Word Document, electronic	9 months from date of award

**Community Outreach (C.5.3)**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0005.1	Conduct Community Meetings and Events (C.5.3.1 and C.5.3.2)	48	Meetings and Events	First Meeting 2 weeks from date of award
0005.2	Assemble into report feedback from Community Meetings and Events. (C.5.3.3 and C.5.3.4)	48	Word documents, electronic	One week after each meeting/event
0005.3	Strategy, Plan and Matrix that includes goals to build vibrant Community. (C.5.3.5)	1	Word and Excel documents, electronic	6 months from date of award

**Public Policy Consulting (C.5.4)**

CLIN	Deliverables	Quantity	Format/Method of Delivery	Due Date
0006.1	Connect to three (3) communities doing work similar to NCI. Plan and Matrix with benchmarks set to establish viable relationship with local and national organization(s) and leaders in public housing and community development. <b>(C.5.4.1 and C.5.4.2)</b>	3	In person, conferences, videoconferencing.	90 days 180 days 270 days from date of award
		1	One (1) Word and One (1) Excel documents, electronic	8 months from date of award
0006.2	Arrange, organize, execute and moderate webinars. Arrange and execute site visits to successfully transformed public housing community. <b>(C.5.4.3)</b>	4	Webinars, site visits	One every three (3) months
0006.3	Policies and Practices for NCI Communities <b>(C.5.4.4)</b>	1	Word document, electronic	270 days from date of award
0006.4	Strategy to implement New Policies and Practices <b>(C.5.4.5)</b>	1	Word document, electronic	270 days from date of award
0006.5	Coordinate and execute new policies and practices implementation in each NCI Community <b>(C.5.4.5)</b>	12	Community Leaders and Community Town Hall Meetings	300 days from date of award
0006.6	Matrix with benchmarks tracking new policies and practices implementation progress <b>(C.5.4.5)</b>	1	Excel, electronic	270 days from date of award
0006.7	Report showing each community transformation and new policies and procedures implementation progress for each benchmark in the Matrix. <b>(C.5.4.6)</b>	2	Excel, electronic	Every 6 months

**Public Relations (C.5.5)**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0007.1	Media and Social Media Plan <b>(C.5.5.1)</b>	1	Word document, electronic	90 days from date of award
0007.2	Report summarizing NCI coverage in the media <b>(C.5.5.2)</b>	12	Electronic in .pdf format	First day of each month for the previous

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CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
				month.
0007.3	Respond to NCI related news (C.5.5.3)	12	Email or Word document, electronic	First occurrence one (1) month from date of award followed by monthly
0007.4	Stories to be published in the media, Press Releases (C.5.5.4)	4	Word document, electronic	1 month from date of award; Quarterly
0007.5	Social Media Campaign Plan Assessment (C.5.5.5)	1	Word document, electronic	Start within 120 day from date of award.
0007.6	Develop messaging campaign and training for the NCI team and its partners.(C.5.5.6)	1	Word document, electronic	4 <sup>th</sup> month from date of award
0007.7	NCI Website Content (C.5.5.7)	1	Word document, electronic	300 days from date of award
0007.8	Agenda, Structure and talking points for NCI Program meetings (C.5.5.8)	4	Word document, electronic	25 days after date of award; bi-weekly
0007.9	Plan, organize, coordinate, promote, host and manage meetings and events. (C.5.5.8)	24	Meeting, Event	40 days after dare of award; by weekly
0007.10	Engagement plan to improve and strengthen stakeholders' perspective on the NCI Program. (C.5.5.9)	1	Word document, electronic	90 days after date of award
0007.11	Execute the stakeholders' engagement plan. (C.5.5.9)	1	Offeror to propose	180 days after date of award
0007.12	Report showing outcomes toward reaching the stakeholders' engagement plan's objectives. (C.5.5.9)	1	Word document, electronic	240 days after date of award; update every 60 days
0008.13	Annual Report (C.5.5.10)	1	Word document, electronic and print	360 days after date of award
0008.14	Marketing Brochures (C.5.5.10)	6	.pdf, electronic and print	TBD
0009.15	Branded with NCI logo Marketing Materials (C.5.5.10)	4	Marketing Merchandise	TBD



**Option Years**

Following is a list of the deliverables for the Contract Option Years One through Four:

**Community Building Engagement for Barry Farm (C.5.2):**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1001.1 through 4001.1	Updated Strategy for community building and engagement. (C.5.2.1 and C.5.2.2)	4	Word Document, electronic	60 days prior to option year end date.
1001.2 through 4001.2	Updated Strategy and Plan with benchmarks to integrate trauma-informed community building methods. (C.5.2.4)	4	Word Document, electronic	45 days prior to option year end date
1001.3 through 4001.3	Updated Team-building Strategy and Implementation Plan for NCI and its public/private partners. (C.5.2.4)	4	Word Document, electronic	30 days prior to option year end date
1001.4 through 4001.4	Evaluation and report of residents and stakeholders remarks including recommendations which of the residents and stakeholder suggestions to adopt. (C.5.2.5 )	8	Word Document, electronic	Every six (6) months

**Community Building Engagement for Lincoln Heights/Richardson (C.5.2):**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1002.1 through 4002.1	Updated Strategy for community building and engagement. (C.5.2.1 and C.5.2.2)	4	Word Document, electronic	60 days prior to option year end date.
1002.2 through 4002.2	Updated Strategy and Plan with benchmarks to integrate trauma-informed community building methods. (C.5.2.4)	4	Word Document, electronic	45 days prior to option year end date
1002.3 through 4002.3	Updated Team-building Strategy and Implementation Plan for NCI and its public/private partners. (C.5.2.4)	4	Word Document, electronic	30 days prior to option year end date
1002.4 through 4002.4	Evaluation and report of residents and stakeholders remarks including recommendations which of the residents and stakeholder	8	Word Document, electronic	Every six (6) months

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
	suggestions to adopt. (C.5.2.5 )			

**Community Building Engagement for Northwest One (C.5.2):**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1003.1 through 4003.1	Updated Strategy for community building and engagement. (C.5.2.1 and C.5.2.2)	4	Word Document, electronic	60 days prior to option year end date.
1003.2 through 4003.2	Updated Strategy and Plan with benchmarks to integrate trauma-informed community building methods. (C.5.2.4)	4	Word Document, electronic	45 days prior to option year end date
1003.3 through 4003.3	Updated Team-building Strategy and Implementation Plan for NCI and its public/private partners. (C.5.2.4)	4	Word Document, electronic	30 days prior to option year end date
1003.4 through 4003.4	Evaluation and report of residents and stakeholders remarks including recommendations which of the residents and stakeholder suggestions to adopt. (C.5.2.5 )	8	Word Document, electronic	Every six (6) months

**Community Building Engagement for Park Morton (C.5.2):**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1004.1 through 4004.1	Updated Strategy for community building and engagement. (C.5.2.1 and C.5.2.2)	4	Word Document, electronic	60 days prior to option year end date.
1004.2 through 4004.2	Updated Strategy and Plan with benchmarks to integrate trauma-informed community building methods. (C.5.2.4)	4	Word Document, electronic	45 days prior to option year end date
1004.3 through 4004.3	Updated Team-building Strategy and Implementation Plan for NCI and its public/private partners. (C.5.2.4)	4	Word Document, electronic	30 days prior to option year end date
1004.4 through 4004.4	Evaluation and report of residents and stakeholders remarks including recommendations which of the residents and stakeholder	8	Word Document, electronic	Every six (6) months

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
	suggestions to adopt. (C.5.2.5)			

**Community Outreach (C.5.3)**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1005.1 through 4005.1	Conduct Community Meetings and Events (C.5.3.1 and C.5.3.2)	192	Meetings and Events	Bi-weekly
1005.2 through 4005.2	Assemble into report recommendations from Community Meetings and Events. (C.5.3.3 and C.5.3.4)	192	Word documents, electronic	One week after each meeting/event
1005.3 through 4005.3	Report indicating program's plan progress using pre-planned and pre-approved goals for building vibrant Community. (C.5.3.5)	16	Word and Excel documents, electronic	Quarterly

**Public Policy Consulting (C.5.4)**

CLIN	Deliverables	Quantity	Format/Method of Delivery	Due Date
1006.1 through 4006.1	Connect to three (3) communities doing work similar to NCI. Plan and Matrix with benchmarks set to establish viable relationship with local and national organization(s) and leaders in public housing and community development (C.5.4.1 and C.5.4.2)	12  4	In person, conferences, videoconferencing.  One (1) Word and One (1) Excel documents, electronic	Annually
1006.2 through 4006.2	Arrange, organize, execute and moderate webinars. Arrange and execute site visits to successfully transformed public housing community. (C.5.4.3)	16	Webinars, site visits	One every three (3) months
1006.3 through 4006.3	Collaboration with successfully transformed public housing communities. Arrange and execute site visits to successfully transformed public housing community (C.5.4.3)	4	Site Visits	Annually
1006.6 through	Report showing each community transformation	8	Word and Excel documents, electronic	Semi-annually beginning on

CLIN	Deliverables	Quantity	Format/Method of Delivery	Due Date
4006.6	and new policies and procedures implementation progress for each benchmark in the Matrix. <b>(C.5.4.6)</b>			September 1, 2017

**Public Relations (C.5.5)**

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1007.1 through 4007.1	Updated Media and Social Media Plan <b>(C.5.5.1)</b>	4	Word document, electronic	Annual 30 days prior to Option Year End Date
1007.2 through 4007.2	Report summarizing NCI coverage in the media <b>(C.5.5.2)</b>	48	Electronic in .pdf format	First day of each month for the previous month.
1007.3 through 4007.3	Respond to NCI related news <b>(C.5.5.3)</b>	48	Email or Word document, electronic	Monthly
1007.4 through 4007.4	Stories to be published in the media, Press Releases <b>(C.5.5.4)</b>	16	Word document, electronic	Bi-weekly
1007.5 through 4007.5	Updated Social Media Campaign Plan Assessment <b>(C.5.5.5)</b>	4	Word document, electronic	Annually
1007.6 through 4007.6	Update messaging campaign and training for the NCI team and its partners. <b>(C.5.5.6)</b>	4	Word document, electronic	Annually
1007.7 through 4007.7	Update NCI Website Content <b>(C.5.5.7)</b>	4	Word document, electronic	Annually
1007.8 through 4007.8	Agenda, Structure and talking points for NCI Program meetings <b>(C.5.5.8)</b>	16	Word document, electronic	Quarterly
1007.9 through 4007.9	Plan, organize, coordinate, promote, host and manage meetings and events. <b>(C.5.5.8)</b>	96	Meeting, Event	Bi-weekly
1007.10 through 4007.10	Update Engagement Plan to improve and strengthen stakeholders' perspective on the NCI Program. <b>(C.5.5.9)</b>	4	Word document, electronic	Annually
1007.11 through 4007.11	Updated stakeholders' engagement plan and plan execution. <b>(C.5.5.9)</b>	4	Offeror to propose	Annually
1007.12	Report showing outcomes	4	Word document,	Annually

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
through 4007.12	toward reaching the stakeholders' engagement plan's objectives. <b>(C.5.5.9)</b>		electronic	
1007.13 through 4007.13	Annual Report <b>(C.5.5.10)</b>	4	Word document, electronic and print	Annually
1007.14 through 4007.14	Marketing Brochures <b>(C.5.5.10)</b>	24	.pdf, electronic and print	TBD
1007.15 through 4007.15	Branded with NCI logo Marketing Materials <b>(C.5.5.10)</b>	16	Marketing Merchandise	TBD

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

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.
- G.1.3** The Contractor shall submit separate invoices for reimbursable costs. The invoice shall include actual cost for the reimbursable items plus an administrative fee of 5%. The Contractor shall submit to the Contract Administrator (CA) copies of original vendors' invoices for all reimbursable costs (See Section G.4.1). Upon CA review and approval, the Contractor shall submit the invoice, per section G.2, for the reimbursable portion of the contract for payment.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared and submitted via email to [edrcap.invoices1@dc.gov](mailto:edrcap.invoices1@dc.gov) with a concurrent electronic copy to the Contract Administrator.
- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

**G.4.1 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

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

- a) The amount due on the deliveries warrants it; or
- b) Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

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

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

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

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

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

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

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

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



**G.6.3 Subcontract requirements**

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

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

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

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST  
Director of Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1015 Half Street SE, Suite 675  
Washington, D.C. 20003  
Telephone (202) 724-8111  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)

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

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

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

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

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

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

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

**G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Angie Rodgers  
New Communities Initiative  
Office of the Deputy Mayor for Planning and Economic Development  
1350 Pennsylvania Avenue, N.W., Suite 317  
Washington, D.C. 20004  
Telephone (202)724-8871  
Email: [angie.rodgers@dc.gov](mailto:angie.rodgers@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. The Contractor 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**

**G.10.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.10.2** All delivery orders or task orders are subject to the terms 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.

- G.10.3** 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.
- G.11 COST REIMBURSEMENT CEILING**
- G.11.1** Cost reimbursement ceiling for this contract is set forth in Section B.3.
- G.11.2** The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.11.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.
- G.11.4** The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.11.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until he CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.11.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.

**G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to 27 DCMR Chapter 33, shall be reimbursable.

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

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

### **H.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. 2015-4281, Revision No. 3, dated April 08, 2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PREGNANT WORKERS FAIRNESS**

**H.3.1** The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

**H.3.2** The Contractor shall not:

- (b) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment,

including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement
- (3) Benefits; and
- (4) Other applicable service credits;

- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided;  
or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication

**H.3.3** The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

**H.3.4** The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

**H.3.5** Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

#### **H.4 UNEMPLOYED ANTI-DISCRIMINATION**

**H.4.1** The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

**H.4.2** The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
  - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
  - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

**H.4.3** Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

**H.5.1** For contracts for services in the amount of \$300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

**H.5.4** The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

**H.5.5** The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

**H.5.6** The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

**H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

**H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

**H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.

**H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

## **H.6 SUBCONTRACTING REQUIREMENTS**

### **H.6.1 Mandatory Subcontracting Requirements**

**H.6.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

**H.6.1.2** If there are insufficient SBEs 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 qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

**H.6.1.3** A prime contractor that is certified by DSLBD 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.6.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.6.1.5** A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

**H.6.1.6** Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

**H.6.1.7** A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.



## **H.6.2 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 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

## **H.6.3 Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

## **H.6.4 Subcontracting Plan Compliance Reporting**

**H.6.4.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.6.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

## **H.6.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

## **H.6.6**      **Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

## **H.6.7**      **Enforcement and Penalties for Breach of Subcontracting Plan**

**H.6.7.1**      A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.6.7.2**      A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

**H.6.7.3**      If 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 provisions in **clause 8 of the SCP, Default.**

## **H.7**          **FAIR CRIMINAL RECORD SCREENING**

**H.7.1**          The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

**H.7.2**          Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

**H.7.3**          After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

**H.7.4**          The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

**H.7.5**          This section and the provisions of the Act shall not apply:

- (a)      Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b)      To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c)      To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

**H.7.6** A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

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

### **I.4 TIME**

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

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

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

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

#### **A. Definitions**

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

**B. Title to Project Deliverables**

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patents, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

**C. Transfers or Assignments of Existing or Custom Products by the District**

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

**D. Subcontractor Rights**

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

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

**E. Source Code Escrow**

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

**F. Indemnification and Limitation of Liability**

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

**I.6 OTHER CONTRACTORS**

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

## I.7 SUBCONTRACTS

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

## I.8 INSURANCE

- A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. **The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.** The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
  2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST  
Director of Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1015 Half Street SE, Suite 675  
Washington, D.C. 20003  
Telephone (202) 724-8111  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)

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



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

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

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

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

### **ORDER OF PRECEDENCE**

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

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

## **I.11 DISPUTES**

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:
  - (i) A description of the claim and the amount in dispute;
  - (ii) Data or other information in support of the claim;
  - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

- (iv) The Contractor's request for relief or other action by the CO.
- (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (3) The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (4) The CO's written decision shall do the following:
  - (i) Provide a description of the claim or dispute;
  - (ii) Refer to the pertinent contract terms;
  - (iii) State the factual areas of agreement and disagreement;
  - (iv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - (v) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - (vi) Indicate that the written document is the CO's final decision; and
  - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code §2-360.04.
- (6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a) (6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract

terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
  - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
    - (ii) Provide a description of the claim or dispute;
    - (iii) Refer to the pertinent contract terms;
    - (iv) State the factual areas of agreement and disagreement;
    - (v) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
    - (vi) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
    - (vii) Indicate that the written document is the CO's final decision; and
    - (viii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
  - (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
  - (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
  - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

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

**I.12 GOVERNING LAW**

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

**SECTION J: ATTACHMENTS**

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

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 <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.2	U.S. Department of Labor Wage Determination No. 2015-4281, Rev. 3, dated April 08, 2016.
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.4	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice (2016) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet (2015) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.7	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.8	Bidder/Offeror Certification Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.9	Subcontracting Plan Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors <i>(If Applicable)</i>
J.10	Contractor Experience Questionnaire Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors
J.11	Past Performance Evaluation Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents” under Quick Links for Vendors

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

Bidder/Offeror Certification Form

ATTACHMENT J.8

**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 whose offer conforms to the solicitation, will be the most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 SELECTION OF NEGOTIATION PROCESS**

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR § 1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### **L.1.3 Initial Offers**

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

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

#### **L.2.1** The proposal shall consist and shall be submitted in two parts titled: "Technical Proposal" and "Price Proposal". Proposal shall be submitted by delivery via email to: [margaret.platek@dc.gov](mailto:margaret.platek@dc.gov) with the subject: "Proposal in response to Solicitation No. DCEB-2016-R-0002, NCI, Building Community Relations" or by hand delivery to: 1015 Half Street SE, Suite 675, Washington DC 20003 in a sealed envelope marked: **"Proposal in response to Solicitation No. DCEB-2016-R-0002, New Communities Initiative (NCI); Building Community Relations"**

Proposers have a choice to submit a printed proposals; 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. DCEB-2016-R-0002 – New Communities Initiative – Building Community Relations"**.

All proposals must be no more than **80** pages in length. (Resumes are not included in the page count).

**L.2.2** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**L.2.3** Offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.2.4** The District will reject any offer that fails to include a subcontracting plan that is required by law.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code § 2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable Freedom of Information Act (FOIA) exemption under § 2-534(a)(1). Successful proposals will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be submitted no later than **2:00 PM local time, August 31, 2016, 2016 to 1015 Half Street SE, Suite 675, Washington, DC 20003.** The District will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time. The proposal shall consist of two parts: Technical and Price. Proposal shall be submitted by delivery via email to: [margaret.platek@dc.gov](mailto:margaret.platek@dc.gov) with the subject: "Proposal in response to Solicitation No. DCEB-2016-R-0002; NCI, Building Community Relations" or by hand delivery to: 1015 Half Street SE, Suite 675, Washington DC 20003 in a sealed envelope marked: "**Proposal in response to Solicitation No. DCEB-2016-R-0002, New Communities Initiative (NCI); Building Community Relations**".



The price proposal shall be submitted on the Price Schedule forms, include the total price for the entire project, and shall be broken down as indicated in the Pricing Schedule by the task activities or phases as set forth in the statement of work. Pricing shall be a fixed price and shall identify all costs. Unless otherwise directed in writing, the price shall, at a minimum include:

- a) The skill category and hourly labor rate.
- b) Completed Price Schedule.

All proposals must be no more than 80 pages in length. (Resumes are not included in the page count).

The proposals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply

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

**L.4.1.2** Telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

**L.4.1.3** It is solely the offeror's responsibility to ensure sufficient time to deliver the proposal to the designated District office. 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.4.2 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.4.3 Late Proposals**

The will not accept late proposals or modifications to proposals after the closing date and time for receipt of 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.4.4 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.5 EXPLANATION TO PROSPECTIVE OFFERORS**

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

### **L.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 4<sup>th</sup> 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 coverage as specified in Section I.8 to:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST  
Director of Contracts, Procurement and Grants  
Office of the Deputy Mayor for Planning and Economic Development  
1015 Half Street, SE, Suite 675  
Washington, D.C. 20003  
Telephone (202) 724-8111  
Email: [jacque.mcdonald@dc.gov](mailto:jacque.mcdonald@dc.gov)

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.14 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a 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 evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

**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. 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 KEY PERSONNEL**

**L.18.1** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

<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 Technical portion shall, at a minimum, address the following:

- a) Detailed description of Offeror's knowledge and expertise related to the specific, measurable, relevant and successfully implemented engagements and the resulting transformations of the public housing, low income communities.
- b) Identification of key personnel/team members and description of each team members' qualifications/experience. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.
- c) Identify undefined in the solicitation deliverables (in accordance with the Scope of Work).
- d) Describe past projects and provide a minimum of three (3) references of comparable projects which the Offeror or its major subcontractors or joint venture partners have performed within the past five (5) years. Submission of performance evaluations and letters of references are encouraged.
- e) Narrative describing Offeror's capacity to commit to and complete project tasks, i.e. management/staffing plan.
- f) Describe Offeror's proposed methodology for project management and planning activities as set forth in the Statement of Work (SOW).
- g) Narrative description of Offeror understanding of the scope.
- h) Include clearly defined proposed project execution and management plan

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

**M.3.1 TECHNICAL CRITERIA (82 Points Maximum)**

These evaluation factors consider the Offeror’s knowledge and experience, qualifications of its key personnel, and past performance providing services the same or similar to the required services as described in Statement of Work. These evaluation factors include an examination of the quality of services provided timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

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

Technical Evaluation Factor	Points
Knowledge and Experience	20
Organizational Capacity and Management	15
Qualifications of Key Personnel	15
Past Performance	12
Proposed Project Execution Plan	20

**M.3.1.1 Knowledge and Experience and Capabilities (0 – 20 points)**

**M.3.1.1.1** Offeror has demonstrated its knowledge and experience working with local, regional and/or national low income, affordable or mixed-income housing development programs. – **5 Points**



- M.3.1.1.2** Offeror has demonstrated its knowledge and experience successfully engaging underserved communities implementing change. Offeror must provide examples of specific, measurable, relevant and successfully implemented engagements and the resulting transformations of the public housing, low income communities. - **7 Points**
- M.3.1.1.3** Offeror has demonstrated its knowledge and experience in developing tools and formulating strategies to influence local, regional or national policies and practices of public or private entities actively engaged in the redevelopment of public or subsidized housing communities. – **4 points**
- M.3.1.1.4** Offeror has demonstrated its knowledge and experience in Public Relations and Communications successfully representing public or private entities and implementing community programs. – **4 points**
- L.3.1.2** **Organizational Capacity and Management (0-15 points)**
- L.3.1.2.1** Offeror has demonstrated its organizational capacity to fulfill the requirements under the contract and has demonstrated a sound management approach, including quality approach that effectively accomplishes the objectives within the stated timeline and proposed methodology for project management and planning activities as set forth in the Statement of Work (SOW). (**7 points**)
- L.3.1.2.2** **Offeror** submitted a detailed organizational chart that includes all functions, identifies key personnel positions and provides description of each team members' qualifications/experience, identifies the total number of hours that each team member will devote to the contract, broken down by task. - **5 points**
- L.3.1.2.3** **Offeror** submitted a description of its management approach, staffing, and sample schedule for assigned tasks, including Offeror's capacity to commit to and complete project tasks. **3 points**
- M.3.1.3** **Qualifications of Key Personnel (0 - 15 points)**
- M.3.1.3.1** Offeror has provided the identity and has described the qualifications of key personnel, team members, and subcontractors to be involved with this project, including their project assignments and the extent of their participation. – **6 points**
- L.3.2.3.2** Offeror has described its key personnel and project team and those of its subcontractors, demonstrating their capability and experience. – **5 points**
- L.3.2.3.3** Offeror has included resumes of all assigned personnel as attachments to the proposal. – **4 points**
- M.3.1.4** **Past Performance (0 – 12 points)**
- M.3.1.4.1** Offeror has provided, with proposal, the completed Experience Questionnaire (Attachment J.10) listing all contracts in which the Offeror, its key personnel, dedicated

to the project team members or its major subcontractors or joint venture partners their key personnel or dedicated to the project team members have performed work of similar complexity, function and scope within the past five (5) years. Work is similar, if the function, responsibilities, and duties of the Offeror were essentially the same as the required services described in Section C.5; - **5 points**

**M.3.1.4.2** Offeror has provided completed past performance evaluations from a minimum of three (3) references listed in the Experience Questionnaire (Attachment J.10), that are satisfactory or better, as described in the instructions and rating criteria on page 2 of the District's Past Performance Evaluation Form (Attachment J.11). - **7 points**

**M.3.1.5 Proposed Project Execution Plan (PEP) (0 – 20 points)**

**M.3.1.5.1** Offeror provided clearly defined project execution and management plan with strategy for managing the project including monitoring and controlling project communications. The PEP includes project policies, procedures and sets priorities with defined milestones included in the project schedule. - **20 points**

**M.3.2 PRICE CRITERION (18 Points Maximum)**

The price proposal shall be submitted on the Price Schedule forms, include the total price for the entire project, and shall be broken down as indicated in the Pricing Schedule .

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

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

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

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

Total points shall be the cumulative total of the offeror's technical criteria points, price 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 and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### **M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act 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 DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

### **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**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

**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 CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.2**        Any vendor seeking 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 850N  
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.