

# GOVERNMENT OF THE DISTRICT OF COLUMBIA



## REQUEST FOR PROPOSAL NO.: PO-GF-2014-B-0038-AMG

<b>AGENCY:</b>	University of the District of Columbia
<b>CAPTION:</b>	Third-Party Evaluator For the District of Columbia (DC) Construction and Hospitality Academies
<b>CLOSING DATE:</b>	Monday December 9 <sup>th</sup> , 2013
<b>CLOSING TIME:</b>	3:00 PM EST
<b>CONTACT</b>	Angelina Mulenga-Glenn, Contract Specialist 202-274-5425 amulenga@udc.edu



**UNIVERSITY OF THE DISTRICT OF COLUMBIA**  
**SOLICITATION, OFFER, AND AWARD**  
**THIRD-PARTY EVALUATOR FOR THE DISTRICT OF COLUMBIA TRANSPORTATION ACADEMY**

<b>ISSUED BY:</b> University of the District of Columbia Office of Contracting and Procurement 4200 Connecticut Avenue, N.W. Bldg 39, Rm 250 Washington, D.C. 20008	<b>DATE ISSUED:</b> November 25th, 2013
	<b>OPENING DATE:</b> November 25th, 2013
	<b>OPENING TIME:</b>
	<b>CLOSING DATE:</b> December 9 <sup>th</sup> , 2013
	<b>CLOSING TIME:</b> 3:00 PM EST
<b>SOLICITATION NUMBER:</b>  PO-GF-2014-B-0038-AMG	<b>OFFER/PROPOSAL FOR:</b>  Third-Party Evaluator For the District of Columbia (DC) Construction and Hospitality Academies

**TABLE OF CONTENTS**

(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I – The Schedule</b>				<b>PART II – Contract Clauses</b>			
	A	Solicitation/Contract Form	2		I	Contract Clauses	31-35
	B	Supplies/Services and Price/Costs	6	<b>PART III – List of Documents, Exhibits and Other Attach</b>			
	C	Description/Specs/Work Statement	7-15		J	List of Attachments	36
	D	Packaging and Marking	16	<b>PART IV – Representations and Instructions</b>			
	E	Inspection and Acceptance	17		K	Representations, Certifications and other Statements of Offerors	37-39
	F	Deliveries or Performance	18		L	Instrs. Conds., & Notices to Offerors	40-43
	G	Contract Administration	19-24		M	Evaluation Factors for Award	46
	H	Special Contract Requirements	25-30				

**OFFER (TO BE COMPLETED BY OFFEROR)** Note: In sealed proposal solicitations “Offer” and “Offeror” mean “Proposal” and “Proposer”.

The undersigned offers and agrees that, with respect to all terms and conditions by the University of the District of Columbia under “AWARD” below, this offer and the provisions of the RFP/RFP will constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

<b>OFFEROR:</b> Name: Street: City, State, and Zip:  Area Code & Telephone No.:  Area Code & Facsimile No.:	<b>Name &amp; Title of Person Authorized to Sign Offer: (Type or Print)</b>  SIGNATURE: _____  DATE: _____
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**AWARD (To be completed by the University of the District of Columbia)**

ACCEPTED AS TO THE FOLLOWING ITEMS:	<b>AWARD AMOUNT:</b>
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UNIVERSITY OF THE DISTRICT OF COLUMBIA

BY: \_\_\_\_\_  
 Mary Ann Harris  
 Contracting Officer

DATE: \_\_\_\_\_  
 (Type or Print Name)

## REQUEST FOR PROPOSALS

**Solicitation No.:** PO-GF-2014-B-0038-AMG

**Caption:** **THIRD-PARTY EVALUATION FOR THE TRADE  
ADJUSTMENT AND COMMUNITY COLLEGE & CAREER  
TRAINING GRANT - ROUND 3**

**Issuance Date:** Monday November 25<sup>th</sup>, 2013

**Closing Date:** Monday December 9<sup>th</sup>, 2013

The University of the District of Columbia, Office of Contracting and Procurement on the behalf of the Center for Workforce Strategies Workforce, Development & Lifelong Learning Community College of the District of Columbia, University of the District of Columbia, seeks third party evaluation of the DC Construction and Hospitality Academies.

In 2013, the UDC-Community College (UDC-CC) was awarded a multi-year grant from the U.S. Department of Labor (DOL) Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grant Program. As part of the grant award, UDC-CC must have a third-party evaluation of the program. This evaluation must be a rigorous, quantitative evaluation of impact on participants. The preference is a random-assignment experimental design; however, the appropriate evaluation strategy will depend on the overall design of the proposed project. Further information on methodological types and grant characteristics acceptable to the DOL is available in *Appendix I: Framework of Evaluation Methodologies* from SGA-DFA-PY-12-10 [http://www.doleta.gov/grants/pdf/taaccct\\_sga\\_dfa\\_py\\_12\\_10.pdf](http://www.doleta.gov/grants/pdf/taaccct_sga_dfa_py_12_10.pdf).

The first year of the grant (FY '14) is a planning year. During this time, the contractor will develop the Program Evaluation Plan. The second and third years (FY'15 and FY'16) will be implementation years. The last year, FY'17, will be dedicated to the evaluation.

The Proposal should be prepared according to the instructions listed below.

## 1. Proposal Submission Requirements

Proposer shall detail their firm's experience in providing 3<sup>rd</sup> party evaluation services.

Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal" in response to solicitation no. PO-FG-2014-B-0038-AMG, Third-Party evaluation for the DC Construction and Hospitality Academies.

All proposals must be submitted on 8.5" x 11" paper and typewritten. Proposals must be letter-sized with 1" margins, double-spaced. There is no page limit. Telephonic and telegraphic bids **will not** be accepted.

## 2. Price

The Offeror shall submit a Total Firm Fixed Price, broken down as follows:

- a) Personnel
- b) Fringe benefits
- c) Travel
- d) Equipment
- e) Supplies
- f) Contractual
- g) Any other expenses

## 3. Hand delivery or Mailing of Proposal

### Deliver or Mail to:

University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue, N.W.  
Bldg. 39, 2<sup>nd</sup> Floor, Suite 200C, Room 250  
Washington, D.C. 20008  
Attn: Angelina Mulenga-Glenn

## 4. Proposal Submission Date

The closing date for receipt of Proposals is **Monday December 9<sup>th</sup>, by 3:00 PM (EST)** local time.

## 5. Evaluation for Award

The University intends to award a single contract as result of this Request for Proposal.

The contract will be awarded to the single most responsive and responsible contractor whose proposal is most advantageous to the University. The University

reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The University may award a contract on the basis of initial offers received without discussions. Therefore, each initial offer should contain the proposer's best terms from price (Firm Fixed Price), to professional qualifications.

## **6. Contract Type**

This will be a Fixed Price contract.

## **7. Contract Term**

The base contract period will be for a period commencing on the date of contract execution, through September 30<sup>th</sup>, 2014.

## **8. Option to Extend the Term of the Contract**

- 8.1 The University may extend the term of this contract for three (3) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the University gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The exercise of any option is subject to the availability of funds at the time of the exercise of the option and the University requirements. 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.
- 8.2 If the University exercises an option, the extended contract shall be considered to include the option provision.
- 8.3 The total duration of this contract, including the exercise of any option under this clause, shall not exceed one (1) base period and three (3) one year option periods.

## **9.0 Questions**

- 9.1 If a proposer has any questions relative to this task order, the proposer shall submit the questions in writing to the Contract Specialist. **The prospective proposer shall submit questions no later than 3:00 PM EST, Tuesday 3rd December, 2013 to [amulenga@udc.edu](mailto:amulenga@udc.edu)** The University will not consider any questions received after the specified time and date. The University will furnish responses promptly to all prospective proposers. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective proposers. Oral explanations or instructions given before the award of the contract will not be binding.

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1- Base Period – Professional Services**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Firm Fixed Price</b>
<b>0001</b>	<b>Third Party Evaluator</b>	<b>\$_____</b>

**B.2- Option Year One (1) – Professional Services**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Firm Fixed Price</b>
<b>0001</b>	<b>Third Party Evaluator</b>	<b>\$_____</b>

**B.3- Option Year Two (2) – Professional Services**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Firm Fixed Price</b>
<b>0001</b>	<b>Third Party Evaluator</b>	<b>\$_____</b>

**B.3- Option Year Three (3) – Professional Services**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Firm Fixed Price</b>
<b>0001</b>	<b>Third Party Evaluator</b>	<b>\$_____</b>

## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 Scope:

The University of the District of Columbia, Office of Contracting and Procurement, on the behalf of the Center for Workforce Strategies, Workforce Development & Lifelong Learning Division of the University of the District of Columbia Community College, seeks a third party evaluator to evaluate the DC Construction and Hospitality Academies.

#### C.1.1 Applicable Documents

N/A

#### C.1.2 Definitions

N/A

### C.2 BACKGROUND

#### 1. Overview

In 2013, the UDC-Community College (UDC-CC) was awarded a multi-year grant from the U.S. Department of Labor (DOL) Trade Adjustment Assistance Community College and Career Training (TAACCCT) Grant Program. As part of the grant award, UDC-CC must have a third-party evaluation. This evaluation must be a rigorous, quantitative evaluation of impact on participants. The preference is a random-assignment experimental design; however, the appropriate evaluation strategy will depend on the overall design of the proposed project. Further information on methodological types and grant characteristics acceptable to the DOL is available in *Appendix I: Framework of Evaluation Methodologies SGA-DFA-PY-12-10* [http://www.doleta.gov/grants/pdf/taaccct\\_sga\\_dfa\\_py\\_12\\_10.pdf](http://www.doleta.gov/grants/pdf/taaccct_sga_dfa_py_12_10.pdf).

For UDC-CC, the first year of the grant (FY '14) is a planning year. During this time, the contractor will develop the Program Evaluation Plan. The second and third years (FY'15 and FY'16) will be implementation years. The last year, FY'17, will be dedicated to reviewing the program. To support this project, a third-party evaluator is required. In the base period, an evaluator will create the evaluation design (per industry standard). If option years are exercised, the evaluator will conduct the evaluation.

### C.3 REQUIREMENTS

As a requirement of this grant program, the third party evaluator is expected to develop an evaluation plan for participant outcomes/impacts and program implementation.

#### 1.1. Program Evaluation Plan

Assess the effectiveness of programs on student participant achievement of the overall measures as required by the DOL and the outcome measures required by the

Department of Labor. The plan must also evaluate program implementation and be in accordance with the evaluation factors in SGA-DFA-PY-12-10, Section V.C.

### **1.1.1. Evaluation Planning and Implementation**

- 1.1.1.1. Facilitate the development and implementation of a detailed evaluation plan through a participatory approach that will identify methods (quantitative and qualitative), design instruments, determine data collection protocols, and select reporting formats tailored to the program model, goals and objectives, and evaluation needs. The development includes a decision regarding evaluation type and method.
  - 1.1.1.2. Employ an approach to evaluation that will provide University of the District of Columbia – Community College (UDC-CC) with useful information that will assist in programmatic decision-making and grant success.
  - 1.1.1.3. Assign a senior-level evaluator with a doctorate degree from an accredited university who will oversee the grant program evaluation and a designated evaluator to provide primary evaluation services.
  - 1.1.1.4. Provide trained staff to assist with evaluation activity, including data collection.
  - 1.1.1.5. Have available expertise in the areas of research design, measurement, benchmarking, test and survey construction, data analysis, and reporting.
  - 1.1.1.6. Provide technical assistance, as needed, in areas related to program evaluation, including data collection, analysis, and use with a commitment to accuracy, relevancy, and timeliness.
- 1.1.2.** Prepare a Design Report. The Contractor will prepare a brief Design Report to describe the detailed strategy for carrying out the project's activities. This will be submitted to the Program team no later than 30 days after the start of the project, and revised as necessary based on the Program team's comments and to accommodate data collection needs.
- 1.1.3.** Prepare the Program Evaluation Plan. The Contractor will prepare the Program Evaluation Plan. After review by UDC-CC, this plan must be approved by the DOL TACT National Office before implementation.

## **1.2. Evaluation Instruments**

- 1.2.1. Develop evaluation instruments that are tailored to match project activities, answer key evaluation questions, and report on objectives.



**1.2.2.** Provide any needed testing or training in the use of evaluation instruments to be used by project participants.

**1.2.3.** Submit any adjusted instruments or plans to UDC-CC and DOL TACT National Office for approval prior to implementation.

### **1.3. Data Collection & Analysis**

The Contractor hired for this evaluation will be expected to utilize appropriate methods for data collection and data analyses, as outlined on the evaluation plan that is part of C.3, 1.1.1 and the evaluation instrument. In their response, the contractor should propose what data should be collected and collection methods. Additionally, the need for site visits, interviews, and other in-person data collection should be proposed. At a minimum, the data required for the Annual Report and Participant Outcome Measures should be addressed.

All data collection and survey activities will conclude at a date to be determined in the Contractor's design plan in order to have adequate time for the data analysis and report writing. The period of performance for the DC Construction and Hospitality Academies to deliver services to students concludes September 30, 2016. The last year of the grant, FY 2017, is dedicated to evaluation of the program outcomes and implementation. To coincide with the annual reporting periods required by the DOL an interim report that covers the progress of the Program Evaluation Plan and offers recommendations is required. A final, all-inclusive, report shall be reported at the conclusion of the grant and shall be the basis of final presentations.

#### **1.3.1. Analysis of data**

The Contractor shall provide assessments of the DC Construction and Hospitality Academies including but not limited to the items below. This is not the same as preparing the Annual Performance Report, which will be the responsibility of UDC-CC.

- Best practices for accountability data reporting requirements.
  - Ensuring the use of best practices for the timely and accurate reporting of all DOL required performance data.
  - Determining if UDC-CC is using performance tracking and program evaluation data to continuously improve grant designated strategies and programs. As needed provide guidance to support the use of data/information for continuous improvement.
  
- Overall assessment of the Core Element strategies. The six Core Elements in addition to Evaluation are:
  - Core Element 1: Evidence-Based Design
  - Core Element 2: Stacked and Latticed Credentials

- Core Element 3: Transferability and Articulation
- Core Element 4: Online and Technology-Enabled Learning
- Core Element 5: Strategic Alignment
- Core Element 6: Alignment with Previously-Funded TAACCCT Projects

#### **1.4. Evaluation Reporting**

**1.4.1.** Provide timely and useful feedback for the purpose of decision making by UDC-CC, including interim reports, End-of-Year Reports, survey briefs, snapshots, and in-person briefings.

**1.4.2.** Develop formal year-end evaluation reports, incorporating APR and evaluation data with the goal of linking findings and results to ongoing program improvements.

#### **1.5. Consultation and Dissemination of Evaluation Results**

**1.5.1.** Provide ad hoc consultation to the project director on matters related to program evaluation and the use of evaluation results to inform program improvements.

**1.5.2.** Give assistance in identifying effective methods for disseminating evaluation results to key stakeholders.

### **2. PERIOD OF PERFORMANCE**

The period of performance shall be for one (1) base period and three, one (1) year options, commencing on date of execution.

### **3. DELIVERABLES**

The selected Contractor shall ensure delivery of annual reports, draft and final program reports. An oral presentation or briefing shall be made by the contractor. The Program Team may request more detailed monthly narrative reports to be developed by the Contractor to update information on the Contractor's progress and accomplishments.

Proposed timeline. The contractor shall propose a timeline that encompasses all deliverables.

1. Kick off meeting. Conduct Start-up Meeting. In the first month of the project, conduct a start-up meeting will be conducted between Program Team staff and the contractor to discuss the project, priorities for the evaluation, methods of data collection, timelines, and expectations, as well as any other requirements.
2. A program evaluation plan (5-page limit) and separate evaluation budget narrative (no page limit) that must include the design and an implementation plan as well as a timeline for deliverables, will be due 30 days after contract award.

3. A final evaluation plan that incorporates feedback for the Department of Labor's national office is due no later than March 15, 2014.
4. An annual report is due by September 30, 2014. If option year one (1) is exercised, an annual report will be due by September 30, 2015. If option year two (2) is exercised, an annual report will be due by September 30, 2016. The content of these reports will include, at a minimum, a status update of the Program Evaluation Plan, recommendations regarding data collection best practices, and any recommendations for program improvement.
5. If option year three (3) is exercised, a final report is due by September 15, 2017. The Contractor shall be responsible for ensuring that the PDF version of the final reports, is in compliance with requirements of Section 508 of the Rehabilitation Act.
6. If option year three (3) is exercised, an oral briefing will be delivered. The selected Contractor shall coordinate a briefing for the DC Construction and Hospitality Academies team and invited stakeholders to provide a presentation on the data collection processes and the outcomes and findings described in the final report. This briefing will occur before the conclusion of the project.
7. Public Use CD. Along with the final report, one public use flash drive or CD containing all data gathered by the selected Contractor is due to the Program Team. This version, shall be stripped of all personal identifiers.
8. Data requirements:
  - a. Transmitted data, including name, Social Security number, and date of birth of program participants and individuals in the control or comparison groups, must use secure data system.
  - b. Data will be turned over to UDC-CC at the conclusion of the project with sufficient documentation, e.g. data elements and data definitions, to enable the DC Construction and Hospitality Academies Program Team to use the data for additional analyses. Electronic files should be accompanied by a printed and an electronic copy of the data specifications.

## **4. ORGANIZATIONAL SCOPE**

The Contractor will report directly to the Director, Center for Workforce Strategies but will work closely with the Project Director, DC Construction and Hospitality Academies. The Contractor will serve as the external evaluator and work with UDC-CC Institutional Research staff and program team to improve upon any established data collection system implemented for this grant, analyzing data, assessing the effectiveness of programs and comparison cohort strategies, and providing recommendations to improve systems.

The Contractor will participate in DC Construction and Hospitality Academies meetings, as needed, and shall help to guide in the reporting on student performance and placement as required by DOL, and shall take on other duties necessary for successful implementation of the grant. Should DC be selected to participate in a USDOL-led evaluation, the Contractor role shall have primary responsibility for working with USDOL in that process.

## **5. PROPOSAL REQUIREMENTS**

### **5.1. Technical proposal**

#### **5.1.1. Plan to Perform the Work**

For each Required Task, **as outlined in all of C.3**, provide a response as requested together with descriptions of the proposed approach and deliverables required to meet the response requirements. Deliverables identified are not exclusive, and the Offeror must identify any additional deliverables consistent with the RFP specifications and Offeror's proposed work.

#### **5.1.2. Offeror's Background**

The Offeror shall provide its firm's history, years in business, philosophy or core values, number of employees, location, contact information, professional memberships and certifications, and awards and recognitions. The Offeror shall detail the services it provides to clients and identify those that are routinely subcontracted.

#### **5.1.3. References**

The Offeror shall submit at least three (3) most recent client references that can attest to the firm's experience, quality of work, and service in completing similar projects within the last five (5) years. Up to 2 references may be substituted with information about the primary researcher rather than the offering institution.

#### **5.1.4. Knowledge and Experience**

The Offeror shall have prior experience completing projects of a similar nature. The Offeror shall elaborate on its experience in conducting similar projects and describe in detail other similar projects completed.

#### **5.1.5. Format for Technical Proposal**

Proposals must be on letter-sized with 1” margins, double-spaced. There is no page limit.

### **5.2. Cost Proposal**

Include a detailed, separate, cost proposal that shows a breakdown of costs for each portion of the work as identified above. Hourly consulting services must be quoted as a fully loaded hourly cost including all travel and other expenses within the hourly proposed cost. The cost proposal should be a fixed price contract. Please note that all DOL ETA financial restrictions must be followed. Refer to SGA-DFA-PY-12-10 [http://www.doleta.gov/grants/pdf/taacct\\_sga\\_dfa\\_py\\_12\\_10.pdf](http://www.doleta.gov/grants/pdf/taacct_sga_dfa_py_12_10.pdf)., for more details.

#### **5.2.1. SubContractors**

The Offeror is considered as the prime Contractor. Should the use of Subcontractors be required as part of this proposal, the Offeror must provide a list of the names and roles of Subcontractors. Subcontractors will be subject to the same General Conditions imposed upon the Contractor. If a change in Subcontractor(s) is required during the project period, the Contract Administrator shall be notified, in writing, at least ten (10) days prior to the Subcontractor performing any work on the project. The notification shall include the reasons a change in Subcontractor was required and the name and role of the new Subcontractor. The University's, Office of Contracting and Procurement, Contracting Officer, has the right to terminate the contract if the new Subcontractor is reviewed as not capable. If no Subcontractors are required as part of this proposal, the Offeror shall state so.

## **6. EVALUATION OF PROPOSALS AND BASIS FOR AWARD**

### **6.1. EVALUATION OF OFFEROR PROPOSALS**

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. A Contract for Services will be entered into with the most responsive and responsible contractor whose proposal is determined in writing to be advantageous to the University, taking into consideration the evaluation factors set forth in this RFP. All responsive proposals received **Monday December 9<sup>th</sup>, 2013 by 3:00 PM EST** will be evaluated and scored.

## **6.2. EVALUATION COMMITTEE**

A committee, comprised of at least three (3) representatives, will evaluate and score, as a group, each proposal submitted. The committee will forward the evaluation results to the Contracting Officer. The Contracting Officer will review the RFP and the evaluation results before the selection of a Contractor. The firm with the highest score according to the criteria shown in this section shall be awarded the contract.

## **6.3. CRITERIA FOR EVALUATION**

The criteria used to evaluate proposal are:

### **6.3.1. Application Review and Criteria**

- 1) Introduction. 5 points. In no more than two pages, describe yourself/your business entity, and your experience with community colleges, workforce development, grants, data collection and evaluation, and working with colleges to use data/information continuous improvement.
- 2) Technical proposal. 50 points. Set forth a detailed plan, including timelines, for accomplishing each of the services listed in the Required Tasks section of this RFP. Scoring on this criterion will be based on the extent to which applicants present coherent strategies and deliverables, suggest feasible timelines, and demonstrate an understanding of the scope of the Third Party Evaluator's responsibilities.
- 3) Organization and staff qualifications. 20 points. Provide detailed information about your capacity to provide the Service Requirements, including your ability to manage the research, fiscal, and administrative aspects of the Third Party Evaluator's role.
- 4) Price. 25 points. A separate cost proposal shall be submitted. Provide the total amount required to perform the duties of the Lead Researcher and, in three pages or less, describe in detail, and justify as reasonable and cost-effective, the amount required per 12-month increment for each of the following:
  - a) Personnel
  - b) Fringe benefits
  - c) Travel
  - d) Equipment
  - e) Supplies
  - f) Contractual
  - g) Any other expenses

#### **6.4. BASIS FOR SELECTION AND AWARD OF A CONTRACT FOR SERVICES**

UDC will execute a Contract to the most responsive, responsible Contractor with the highest ranking.

**SECTION D:            PACKAGING AND MARKING**

This section is not applicable to this Solicitation



## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July, 2010.
- E.2** To facilitate the surveillance of the contractor's performance in Section C of the solicitation, the CA or agency designee will verify the contractor's compliance with the requirements of the contract through a series of random, announced/unannounced, and impromptu/scheduled inspections.
- E.3** If any of the services do not conform to the contract requirements, the University shall require the contractor to perform the services again in conformity with the contract requirements, at no cost to the University.
- E.4** If the contractor fails to promptly perform the repeat services or to take the necessary corrective action to ensure future performance in conformity with contract requirements, the University may (1) by contract or otherwise perform the services and charge to the contractor any cost incurred by the University that is directly related to the performance of such services or (2) terminate the contract for default pursuant to the Termination Clause of the contract.
- E.5** On at least an annual basis, the CA or agency designee will complete a performance evaluation of the contractor. To assist in completing the evaluation, the CA or agency designee may conduct periodic customer surveys.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 CONTRACT TYPE**

This is a fixed price contract.

### **F.2 TERM OF CONTRACT**

The period of performance shall be for one (1) base period and three, one (1) year options commencing on date of execution.

### **F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.3.1 The University may extend the term of this contract for a period of three (1), one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the University give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the University to an extension. The exercise of the 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.3.2 If the University exercises an option, the extended contract shall be considered to include the option provision.

F.3.3 The price for the option period shall be as specified in the contract.

F.3.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed the base period and three (3), one (1) year options.

F.3.5 Options are contingent upon availability of funding for future years.

### **F.4 OPTION TO EXTEND SERVICES**

The University may require continued performance of any services within the limits and at the rates specified in the contract.. The Contracting Officer may exercise the option by written notice to the Contractor thirty (30) days prior to the expiration of the contract.

### **F.5 DELIVERABLES**

The Contractor shall provide the deliverables in accordance with Section C.3, 3.

**SECTION G : CONTRACT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

**G.1.1** The University will process payments to the Contractor, upon the submission and acceptance 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.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit accurate invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the Office of Accounts Payable with concurrent copies to the Contracting Administrator. (CA) specified in Section G.9 below. The address of UDC's Accounts Payable Office is:

**Name:** University of the District of Columbia  
Office of Accounts Payable  
**Address:** 4200 Connecticut Avenue NW  
Washington, DC 20008  
**Telephone:** 202-274-5488  
**Email:** [udcacctspay@udc.edu](mailto:udcacctspay@udc.edu)

**G.2.2** To constitute an accurate invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractor shall date invoices as of the date of mailing or transmittal);

**G.2.2.2** Contract number found on page 1 of the contract. Assignment of an invoice number by the contractor is also recommended;

**G.2.2.3** Description, price, quantity and the date(s) that the 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.5.1.1.

**G.3.2** No final payment shall be made to the Contractor until the 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** Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the University if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be processed on completion and acceptance of each item for which the price is stated separately in the contract".

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** The Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**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 University 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 7 days of receipt of any amount paid to the Contractor by the University for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the University that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the University 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 lower-tier 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 University is a party. The University may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

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

G.7.1 Contracts will be entered into and signed on behalf of the University only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Mary Ann Harris, Chief Contracting Officer**  
**Office of Contracting and Procurement**  
**4200 Connecticut Avenue NW**  
**Bldg 39, 2<sup>nd</sup> Floor, Suite 200C, Room 241**  
**Washington D.C. 20008**  
**Telephone Number: 202-274-5426**  
**Fax: 202-274-5432**  
**Email: [mharris@udc.edu](mailto:mharris@udc.edu)**

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

G.8.1 The Contracting Officer 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 Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The CA for this contract is:

**Name: Edith Westfall**  
**Title: Director, Center for Workforce Strategies (CA)**  
**Workforce Development & Lifelong Learning**  
**UDC-Community College**  
**Agency: University of the District of Columbia**  
**Address 801 North Capitol Street, NE, Rm. 311**  
**Washington D.C. 20002**  
**Telephone: 202-274-6532**  
**Email: [ewestfall@udc.edu](mailto:ewestfall@udc.edu)**

G.9.2 The CA shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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 University, to take all corrective actions necessitated by reason of the unauthorized changes.

**G.9.4** Agency point of contact will be communicated in writing to the Contractor that is awarded the contract at the date of contract award by the Contracting Officer.

**G.10 RECORD RETENTION**

**G.10.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**G.11 Comptroller General**

**G.11.1** The Comptroller General of the United States, or any authorized representative shall have access to and the right to examine any of the contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

**G.11.2** This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

**G.12 Reports**

**G.12.1** If the contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

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

**G.13 Availability**

**G.13.1** The contractor shall make available at its office at all reasonable times the records, materials and other evidence for examination, audit, or reproduction until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

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

**G.13.2** The contractor shall insert a clause containing all the terms of this clause, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000 that requires the subcontractor to furnish reports.



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

### **H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

H.1.1 The Contractor shall be bound by the Wage Determination No. 2005-2103 (Rev. 13), June 19, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract (41 U.S.C. § 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option, is exercised and the Contracting Officer 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.2 PUBLICITY**

H.2.1 The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, or any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.3 FREEDOM OF INFORMATION ACT**

H.3.1 The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the University to make available for inspection and copying any record produced or collected pursuant to a University contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA designated in subsection G.9 who will provide the request for the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The University will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

### **H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRSTSOURCE EMPLOYMENT AGREEMENT**

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.1.7) in which the Contractor shall agree that:

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

**H.4.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

**H.4.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.4.5** With the submission of the Contractor’s final request for payment from the University, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.4.

**H.4.6** The Contracting Officer may waive the provisions of section H.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King

George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.4.7** Upon receipt of the contractor's final payment request and related documentation pursuant to section H.4, the Contracting Officer shall determine whether the Contractor is in compliance with section H.4 or whether a waiver of compliance pursuant to section H.4 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the CA.

**H.4.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.4.

**H.4.9** The provisions of section H.4 does not apply to nonprofit organizations.

**H.5           HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.5.1** 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.5.1.1** 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.5.2** The Contractor shall negotiate an Employment Agreement with the 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.6 PROTECTION OF PROPERTY:**

N/A

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

H.7.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

H.8.1 During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 *et seq.*

**H.9 WAY TO WORK AMENDMENT ACT OF 2006**

H.9.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.9.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage.

H.9.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9.4 The Department of Employment Services may adjust the living wage annually.

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.9.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.9.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.9.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **SECTION I: CONTRACT CLAUSES**

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

- I.1.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July, 2010 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.udc.edu/procurement](http://www.udc.edu/procurement), click on “Standard Contract Provisions – Supplies and Services.

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

- I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

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

- I.3.1 All information obtained by the Contractor relating to any employee or customer of the University will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the University, District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

- I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

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

- I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the University. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the University under this Contract, are works made for hire and are the sole property of the University; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the University the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the University all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the University until such time as the University may have released such data to the public.
- I.5.6** The University will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the University;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.



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

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

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name);  
and

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

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

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

**I.5.10** For all computer software furnished to the University with the rights specified in Section I.5.5, the Contractor shall furnish to the University, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the University with the restricted rights specified in Section I.5.6, the University, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the University under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version

of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Contractor shall indemnify and save and hold harmless the University, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the University under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the University under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the University and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

**I.7.1** The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the University 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 University, the Contractor shall remain liable to the University for all Contractor's work and services required hereunder.

**I.8 INSURANCE**

N/A

**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.1.5. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

**I.11 CANCELLATION**

- I.11.1 In the event of cancellation of the contract because of non-appropriation for any subsequent fiscal years or any option years, Contractor shall be compensated for all charges incurred representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

## **SECTION J: LIST OF DOCUMENTS**

**J.1 DOCUMENTS** (The following documents that are applicable to this solicitation (if required) shall be completed and incorporated with the proposal) See websites below:

**J.1.1** Wage Determination No. 2005-2103 Rev 13, June 19, 2013  
<http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=13>

**J.1.2** Living Wage Act Fact Sheet [www.udc.edu/procurement](http://www.udc.edu/procurement)

**J.1.3** The Living Wage Act of 2006 [www.udc.edu/procurement](http://www.udc.edu/procurement)

**J.1.4** Standard Contract Provisions [www.udc.edu/procurement](http://www.udc.edu/procurement)

**J.1.5** E.E.O. Information and Mayor's Order 85-85 [www.udc.edu/procurement](http://www.udc.edu/procurement)

**J.1.6** Tax Certification Affidavit [www.udc.edu/procurement](http://www.udc.edu/procurement)

**J.1.7** First Source Employment Agreement [www.udc.edu/procurement](http://www.udc.edu/procurement)

**J.1.8** Certified Business Enterprise (CBE) Certification Package [www.dslbd.dc.gov](http://www.dslbd.dc.gov)

**J.1.9** W9 Vendor Information Form [www.udc.edu/procurement](http://www.udc.edu/procurement)

**J.1.10** SGA-DFA-PY-12-10  
[http://www.doleta.gov/grants/pdf/taaccct\\_sga\\_dfa\\_py\\_12\\_10.pdf](http://www.doleta.gov/grants/pdf/taaccct_sga_dfa_py_12_10.pdf).

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

**K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The offeror, by checking the applicable box, represents that

(a) It operates as:

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

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

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

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

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

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

Signature \_\_\_\_\_

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

**K.3 BUY AMERICAN CERTIFICATION**

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

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

**K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each offeror shall check one of the following:

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

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

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

**K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

## **K.6 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.1.6.

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

### **L.1 METHOD OF AWARD**

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

**L.1.2** The University intends to award a single contract resulting from this solicitation to the most responsive and responsible offeror who receives the highest ranking that will be most advantageous to the University.

### **L.2 PREPARATION AND SUBMISSION OF PROPOSALS**

**L.2.1** Offerors shall submit a signed original and three (3) copies. Original shall be clearly marked and signed in blue ink. The University will not accept a facsimile or e-mail response to this solicitation. All items accepted by the University, all pages of the Request For Proposal (RFP), all attachments and all documents containing the Offer's offer shall constitute the formal contract. Each Proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **PO-GF-2014-B-0038-AMG** for Third Party Evaluator for the DC Construction and Hospitality Academies.

**L.2.2** The original proposal shall govern if there is a variance between the original proposal and the copy submitted by the offeror. Each offeror shall return the complete solicitation as its proposal.

**L.2.3** The University may reject as non-responsive any proposal that fails to conform in any material respect to the RFP.

**L.2.4** The University may also reject as non-responsive any proposals submitted on forms not included in or required by the solicitation. Offerors shall make no changes to the requirements set forth in the solicitation.

**L.2.5** The offeror must respond to all CLINs to be considered for this award. Failure to respond to all CLINs in section B, may render the proposal non-responsive.

### **L.3 FAMILIARIZATION OF SOLICITATION**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation.



**L.4 PROPOSAL SUBMISSION DATE AND TIME**

**Proposals must be submitted no later than Monday, December 9<sup>th</sup>, 2013.**

**L.5 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission prior to the closing date and time.

**L.6 HAND DELIVERY OR MAILING OF PROPOSALS**

Offerors must deliver or mail their proposals to the following address:

University of the District of Columbia  
Office of Contracting and Procurement  
4200 Connecticut Avenue, N.W.  
Bldg. 39, 2<sup>nd</sup> Floor, Suite 200C, Room 250  
Washington, D.C. 20008  
Attn: Angelina Mulenga-Glenn

**L.7 QUESTIONS ABOUT THE SOLICITATION**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing to the Contracting Specialist. The prospective offeror shall email questions no later than **Tuesday, December 3rd, 2013 to amulenga@udc.edu**. The University will not consider any questions received after the specified time and date. The University will furnish responses to all prospective offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.8 FAILURE TO SUBMIT PROPOSALS**

Recipients of this solicitation not responding with a proposal should advise Angelina Mulenga-Glenn, Contract Specialist, Office of Contracting and Procurement at the University of the District of Columbia, Bldg 39, 2<sup>nd</sup> Floor, Suite 200C, Room 250, 4200 Connecticut Avenue NW, Washington, DC 20008, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contract Specialist, of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contract Specialist, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.9 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 prior to proposal opening or the time set for receipt of initial proposals shall be filed with the Board prior to proposal opening or 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 this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14<sup>th</sup> Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

**L.10 SIGNING OF PROPOSALS**

**L.10.1** The offeror shall sign the proposal and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each proposal must show a full business address and telephone number of the offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.10.2** All correspondence concerning the proposal or resulting contract will be mailed to the address shown on the proposal in the absence of written instructions from the offeror or contractor to the contrary. Any proposal submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any proposal submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate.

**L.11 ACKNOWLEDGMENT OF AMENDMENTS**

**L.11.1** All amendments to this RFP, will be posted on the UDC/OCP website as they are issued. It is the sole responsibility of each prospective contractor to routinely check the website for any and all amendments that may have been issued. The amendments contain important information that may directly impact your proposal.

**L.11.2** 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.

**L.12 PROPOSALS WITH OPTION YEARS**

**L.12.1** The offeror shall include option year prices in its proposal. A proposal may be determined to be nonresponsive if it does not include option year pricing.

**L.13 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.13.1** Name, address, telephone number and federal tax identification number of Offeror.

**L.13.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain (if applicable). This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the proposal shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.13.3** 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.

## SECTION M - EVALUATION FACTORS

### **M.1 GENERAL CATEGORIES OF LOCAL BUSINESS, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESS OPERATIONS IN AN ENTERPRISE ZONE**

### **M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

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

#### **M.2.1 General Preferences**

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

- M.2.1.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.2.1.2 Five percent reduction in the bid price or the addition of five points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.2.1.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.2.1.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.2.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.2.2.1 Any prime contractor that is an CSBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Proposals (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.2.2.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.2.2.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.2.2.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.2.2.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.2.2.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

## **M.2.3 Maximum Preference Awarded**

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

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

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

**M.5.5 Offeror’s Submission for Preferences**

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

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

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

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

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

M.5.5.3 All offerors are encouraged to contact the 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 University 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 University, 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.

Program to be evaluated: TAACCCT 3

DC Hospitality Academy and DC Construction Academy

UDC-Community College proposes to use Trade Adjustment Assistance Community College and Career Training Grants Program (TAACCT 3) funds to implement the Work-Based Training Opportunities program strategy in the construction and hospitality industry sectors. We selected these sectors based on research conducted by the DC Workforce Investment Council (DC WIC) that identified these two industries as high-growth, high-demand sectors. In addition, these sectors align with the Mayor's Five-Year Economic Development Strategy for the District of Columbia. While implementing this strategy, UDC-CC will address each of the six core elements. At the same time, we will work with the Mayor's Office, DC WIC, employers, and community-based organizations to ensure that the occupational offerings and credentials address current and emerging needs.

Background and Overview

The UDC-CC Workforce Development & Lifelong Learning Division's mission is to reduce unemployment and underemployment in the District of Columbia by enhancing the skills of its residents. The Division attempts to accomplish this mission by offering courses to DC residents in high-demand, high-wage industries that are hiring in the Washington, DC Metropolitan region. The programming is offered in the most economically disadvantaged Wards in the city: Bertie Backus (Ward 5), Marion Shadd (Ward 7), PR Harris (Ward 8) and United Medical Center (Ward 8). Unlike any other job training provider in the city, being a part of the University allows students to gain stackable credentials through credit and non-credit programs that are rigorous and meet the requirements of local employers.

The Washington, DC Metropolitan area has more open jobs than people, which creates an amazing opportunity for the city to make sure that every resident of the District who wants a job, can get a job. What employers often note is that a challenge for them is applicants having the necessary skill set for their employment opportunities. This is where the Workforce Development Division comes in; we train students to have the requisite skills and competencies necessary for the job openings. Further, our offerings are directly tied to the industry sectors referenced in the Mayor's Five-Year Economic Development Strategy for the District of Columbia. Two of the seven sectors are Hospitality and Real Estate & Construction. Both of these sectors have entry- to mid-level jobs available. According to the Mayor's Plan, visitors to DC have increased 20% in last five years, which leads to an estimated 63,500 jobs in the hospitality sector. In Real Estate & Construction, 24,400 jobs are estimated. Many District residents seeking hospitality jobs lack customer-service skills, and hospitality training programs do not meet the demand. Likewise, employers in the construction sector want to have better trained individuals who are able to keep learning.

#### The project

Attaining credentials requires educational activity but obtaining a job often requires prior experience. By combining specific educational activities (classroom, on-line, and hybrid) with the opportunity to practice new learning in the workplace, our participants will be better positioned to obtain new work, promotions, and increased wages because they will have on-the-job experience. In addition to combining education with work, we will create career pathways specific to the Washington, DC labor market. The career pathways will span entry-level to advanced-level occupations and clearly identify the credentials necessary to move ahead in a participant's chosen career.



A barrier faced by many District residents is having the necessary literacy and numeracy skills to complete courses and be successful at work. A key part of our project will incorporate a system of skills checks. These skills checks will align with the competencies needed for each level of education and work. A participant can complete these skills checks on their own. If additional work is needed to meet a skills check, a participant will use self-paced online tools to practice their skills. This allows us to meet each student where they are while moving them forward in their selected career.

The UDC-Community College DC Construction and DC Hospitality Academies combine education, work-based experiences, accelerated adult basic education, and industry involvement to support District residents in their pursuit of careers in construction and hospitality.