

AWARD/CONTRACT		1. Reserved for later use		Page of Pages	
				1 38	
2. Contract Number DCEB-2017-C-0004		3. Effective Date See Box 20C.		4. Requisition/Purchase Request/Project No.	
5. Issued By: Office of the Deputy Mayor for Planning and Economic Development Office of Contracts, Procurement and Grants 1015 Half Street, S.E., Suite 675 Washington, D.C. 20003		Code		6. Administered by (If other than line 5) Office of the Deputy Mayor for Greater Economic Opportunity Workforce Investment Council (WIC) 2235 Shannon Place, S.E., Suite 3031 Washington, D.C. 20020	
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Grant Associates 1250 Broadway, Suite 820 New York, NY 10001		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Section F.2)		9. Discount for prompt payment	
Code		Facility		10. Submit invoices to the website address shown in: <input type="checkbox"/> Item Section G.2.1	
11. Ship to/Mark For SAME AS BLOCK 6		Code		12. Payment will be made by Code	
13. Reserved for future use		14. Accounting and Appropriation Data			

15A. Item	15B. Supplies/Services	15C. Qty	15D. Unit	15E. Unit Price	15F. Amount
001	One-Stop Career Centers Operator	1	Job	See Section B	\$591,307.30
Total Not-to-Exceed Amount of Contract <input checked="" type="checkbox"/>					\$591,307.30

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Contracting Officer will complete Item 17 or 18 as applicable

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copy to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.	
19A. Name and Title of Signer (Type or print) Douglas Cotter		20A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants	
19B. Name of Contractor: DB Associates, Inc  (Signature of person authorized to sign)		20B. District of Columbia  (Signature of Contracting Officer)	
19C. Date Signed 9/13/2017		20C. Date Signed 9-18-17	

Government of the District of Columbia Office of the Deputy Mayor for Planning and Economic Development

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

B.1 The District of Columbia Government, Office of the Deputy Mayor for Planning and Economic Development (DMPED) on behalf of the Office of the Deputy Mayor for Greater Economic Opportunity (ODMGEO), Workforce Investment Council (WIC) (the “District”) engages Grant Associates (the “Contractor”) to operate and manage a minimum of one comprehensive one-stop career centers and three affiliate sites as defined by the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128, July 22, 2014, in which required and optional partners may be located to provide career services to individuals and business services to companies and other employers. One-Stop Operators are sub-recipients of Federal funds and must follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900.

B.2 The District awards of a Cost Reimbursement, Fixed Fee type contract for the requirements stated in the schedules below.

B.3 COST SCHEDULE – COST REIMBURSEMENT

B.3.1 BASE YEAR (Date of Award through One Year Thereafter)

Contract Line Item No. (CLIN)	Item Description	Cost Reimbursement Ceiling/Fixed Fee
0001 (Base Year)	Operation of One-Stop Career Centers	\$561,985.14
0002	Fixed Fee	\$ 29,322.16
NTE Total for B.3.1		\$591,307.30

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Cost Reimbursement Ceiling/Fixed Fee
1001 (Option Year One)	Operation of One-Stop Career Centers	\$571,030.28
1002	Fixed Fee	\$ 30,144.44
NTE Total for B.3.2		\$601,174.72

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Cost Reimbursement Ceiling/Fixed Fee
2001 (Option Year Two)	Operation of One-Stop Career Centers	\$580,346.77
2002	Fixed Fee	\$ 30,991.40
NTE Total for B.3.3		\$611,338.17

B.3.4 THREE YEAR CONTRACT SUMMARY

Base Year	\$ 591,307.30
Option Year One	\$ 601,174.72
Option Year Two	\$ 611,338.17
THREE YEAR TOTAL	\$1,803,820.19

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The Office of the Deputy Mayor for Greater Economic Opportunity (ODMGEO), Workforce Investment Council (WIC) (the “District”) has a need for a pre-qualified Contractor to operate and manage a minimum of one comprehensive one-stop career centers and three affiliate sites as defined by the Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128, July 22, 2014, in which required and optional partners may be located to provide career services to individuals and business services to companies and other employers.

C.1.2 The One-Stop Operator (herein after the “Contractor”) **shall not** be engaged in the provision of direct services, but rather shall act as a coordinator of services in a role similar to a “shopping mall manager.” The following describes the basic scope of services sought for this operator:

C.1.2.1 Coordinating and assessing service delivery within the one-stop system, including:

- a. Referring and connecting customers to appropriate programs;
- b. Tracking one-stop referrals and enrollments, as well as referrals and enrollments received through WIOA core programs operated by District partner agencies, in furtherance of an integrated service delivery system;
- c. Measuring one-stop effectiveness by tracking performance outcomes and process metrics that assess the quality of services provided to customers as they are guided through the workforce system; utilizing metrics such as the number of referrals made, the percent of enrollments in workforce programming, and the length of time between one-stop entrance and program enrollment to achieve a functional alignment plan; and
- d. Directing the flow and delivery of services in accordance with WIC workforce system policies.

C.1.2.2 Streamlining and integrating partner services, including:

- a. Developing a list of the five most common cases of one-stop customers and outline what their ideal pathway through the system would be. Using this information to better coordinate and streamline resources for the majority of customers, including assisting system partners in matching customers to the right services for them and ensuring smooth referrals and handoffs;
- b. Coordinating with senior management of key partners and officials to review service delivery and efficiencies; and
- c. Making recommendations to the partners and the WIC of best practices for continuous improvement on a quarterly basis.

C.1.2.3 Evaluating whether one-stop center staff possesses the appropriate training, tools and equipment needed to carry out job functions, including:

- a. Creating a needs assessment that identifies existing skills gaps among staff and partner agency staff to ensure their success in supporting one-stop activities, and providing recommendations at quarterly meetings regarding specific training needs and professional development; and
- b. Reporting recommendations and results of staff training to the WIC and other system partners when applicable.

C.1.2.4 Managing an integrated effort to focus on the workforce needs of the one-stop customers (job-seekers and businesses) and the community to improve the local economy, including:

- a. In coordination with the WIC, identifying service delivery gaps;
- b. Working with existing partners to find “in-house” solutions to identified gaps;
- c. Staying informed of new services or new service organizations within the community;
- d. Developing recommendations for new strategies in the workforce system to fill any identified service gaps for meeting the needs of job-seekers and/or businesses; and
- e. In coordination with partner senior leadership, assuring one-stop staff understands their roles in workforce system initiatives impacting customers, such as career pathways, sector strategies, etc.

C.1.2.5 Measuring and continuously improving performance of the one-stop system, including:

- a. Facilitating a quarterly meeting with the WIC leadership and partnering organizations to report on one-stop service delivery performance metrics and discuss challenges and opportunities for continuous improvement;
- b. Collaborating with system partners to develop a comprehensive report that details performance on collectively identified key metrics. This report will be shared with the WIC board;
- c. Leading monthly reviews of the performance metrics with one-stop core partners including WIC staff and service providers. These monthly check-ins will provide one-stop partners and the Contractor with opportunities to better understand one-stop performance and coordination, and course-correct in real-time. It is crucial that the Contractor participate in these collaborative meetings and make improvements to the service delivery system as necessary;
- d. Assisting with the development and analysis of key performance metrics for effectiveness in one-stop service delivery by identifying areas to target for continuous improvement and reporting purposes in preparation for these monthly reviews; and
- e. Reviewing semi-annual customer satisfaction feedback to ensure a customer service-centric culture, and using survey findings in recommendation reports.

C.1.2.6 General coordination of all one-stop partner staff within the center, including:

- a. Monitoring all required MOUs and evaluating if commitments made in the MOUs are honored;

- b. Developing a report on MOU adherence, and presenting to WIC during quarterly meetings;
- c. Facilitating regular all-staff meetings for One-Stop Centers and partner employees; and
- d. Collaborating and serving as a liaison between the WIC, One-Stop Centers, and partners, as necessary, to ensure implementation of workforce system policies related to One-Stop services.

C.1.2.7 Regularly reviewing, reporting, and recommending improvements on the accessibility of the one-stop system to individuals with disabilities.

C.1.2.8 Market the District’s one-stop system by maximizing outreach and recruitment strategies to increase customer traffic and access to services.

C.1.3 In addition to the services listed above, the Contractor shall work closely with the WIC to identify compliance issues and gaps in existing versus desired services and delivery standards, implement certain initiatives funded by the WIC, and participate in committee or board meetings when requested by the WIC.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	U.S. Law	Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128)	Effective July 22, 2014
2	Federal Regulations	WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule	August 19, 2016
3	Federally-mandated state plan	DC WIOA State Workforce Development Strategic Plan	Submitted to USDOL and USED March 31, 2016
4	WIC Publication	Career Pathways Strategic Plan	September 30, 2015
5	Mayor’s Order	Mayor’s Order 2016-086: Establishing the Workforce Investment Council	June 2, 2016
6	Federal Guidance	TEGL 04-15 Vision for the One-Stop Delivery System under the Workforce Innovation and Opportunity Act (WIOA)	August 13, 2015
7	Federal Guidance	TEGL 15-16 - Competitive Selection of One-Stop Operators	January 17, 2017
8	Federal Guidance	TEGL- 16-16 One-Stop Operations	January 18, 2017

		Guidance for the American Job Center Network	
9	Federal Guidance	TEGL 16-16, Change 1- Change 1 to Training and Employment Guidance Letter (TEGL) 16-16 One-Stop Operations Guidance for the American Job Center Network	June 16, 2017

C.3 DEFINITIONS

These terms when used in the contract have the following meanings:

- C.3.1 Required Partners** - In addition to the core programs, for individuals with multiple needs to access the services, the following partner programs are required to provide access through the one-stops: Career and Technical Education (Perkins), Community Services Block Grant, Indian and Native American Programs, HUD Employment and Training Programs, Job Corps, Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program, National Farmworker Jobs Program, Senior Community Service Employment Program, Temporary Assistance for Needy Families (TANF), Trade Adjustment Assistance Programs, unemployment Compensation Programs, and YouthBuild. In the District of Columbia, TANF is an optional one-stop partner.
- C.3.2 Optional Partners** - In addition to mandatory partners, local boards have the flexibility to also include additional partners in one-stop centers. WIOA specifically identifies the following federally funded partners: Employment and training programs administered by the Social Security Administration, including the Ticket to Work and the Self-Sufficiency Program; employment and training programs carried out by the Small Business Administration; Supplemental Nutrition Assistance Program (SNAP) employment and training programs; Client Assistance Programs; and programs authorized under the National and Community Service Act of 1990. WIOA allows other partners to be part of the one-stop delivery system, including local employers and community-based, faith-based, and/or non-profit organizations, as well as employment, education, and training programs provided by public libraries or in the private sector.
- C.3.3 Integrated Service Delivery** – Delivery of services for customers of the public workforce system, including job-seekers and business, which are intended to align the public workforce system with regional economies and strengthen the One-Stop center network. WIOA requires that customers have access to a seamless system of high-quality services through coordination of programs, services, and governance structures in order to achieve a more job-driven approach to training and skills development.
- C.3.4 Sector Strategies** (also known as sector initiatives or sector partnerships) – Regional employer-driven partnerships of industry, education and training, and other stakeholders that focus on the workforce needs of key industries in a regional labor market.
- C.3.5 Workforce Innovation and Opportunity Act (WIOA)** - Signed into law on July 22, 2014, WIOA governs the federally funded workforce development system and is designed to help job seekers access employment, education, training, and support services to succeed in the labor

market and to match employers with the skilled workers they need to compete in the global economy.

C.3.6 Workforce Development System – Under WIOA, the term workforce development system means a system that makes available the core programs under the law, the other one-stop partner programs, and any other programs providing employment and training services as identified by a State board or local board.

C.4 BACKGROUND

C.4.1 The Workforce Innovation and Opportunity Act, (WIOA) was signed into law by former President Barack Obama on July 22, 2014, and took effect on July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998 (WIA) and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. As the first legislative reform in 15 years of the public workforce system, WIOA provides for a paradigm shift in how workforce services are delivered and fosters innovative practices to increase performance, enhance customer service, and better meet the needs of jobseekers and businesses.

C.4.2 The establishment of a one-stop delivery system is a cornerstone of the reforms contained in WIOA. The one-stop system serves as the doorway to the public workforce system. As such, the District must ensure all customers have access to high-quality one-stop centers that connect them with the full range of services available in their communities. The one-stop delivery system includes six core programs: Title I (Adult, Dislocated Worker, and Youth), Title II (Adult Education and Family Literacy), Title III (Wagner-Peyser), and Title IV (Vocational Rehabilitation (VR) programs), as well as additional required and optional partners. These partners and partner programs, which are jointly responsible for workforce and economic development, educational, and other human resource programs, must collaborate to create a seamless, customer-focused one-stop delivery system that integrates service delivery across all programs and enhances access to services.

C.4.3 Under WIOA, high-quality one-stop centers are marked by the following characteristics:

- a) Providing excellent customer service to jobseekers, workers, and businesses in a welcoming environment, ensuring access to all.
- b) Reflecting innovative and effective service design, based on evidence-based delivery models, and in-line with the needs of area high-demand sectors.
- c) Operating efficiently through the establishment of robust partnerships, integrated service delivery and case management systems, and well-trained and competent staff.
- d) Focused on performance and continuous improvement to ensure impactful results for customers.

C.4.4 The Workforce Investment Council (WIC) Board is comprised of representatives from the private-sector, organized labor, nonprofit organizations, and District government; with a majority of members being private-sector officials. Its membership represents a diverse range of

One-Stop Career Centers Operator

stakeholders seeking to improve the District's workforce investment system. As both the state and local board, the District's Workforce Investment Council is charged with overseeing the implementation of WIOA, including leading the competitive procurement of a one-stop operator. The WIC Board is taking meaningful steps to elevate the District's one-stop centers to be part of a world-class workforce development system, in-line with the vision laid out in WIC's Unified State Plan that:

Every DC resident is ready, able, and empowered to discover and attain their fullest potential through lifelong learning, sustained employment, and economic security. Businesses are connected to the skilled DC residents they need to compete globally, are full participants in the workforce system, and drive the District's economic growth. Residents and businesses in all eight wards are supported by a system that includes coordinated, cohesive, and integrated government agencies and partners working to help communities thrive.

C.4.5 The WIC seeks a one-stop operator to manage the comprehensive and affiliate centers in the District. The District's American Job Centers are currently located at:

- **Career Center**
4058 Minnesota Avenue, NE
Washington, DC 20019
- **Career Center**
5171 South Dakota Avenue, NE
Washington, DC 20017
- **Career Center**
2000 14th Street, NW 3rd Floor
Washington, DC 20009
- **Career Center**
3720 Martin Luther King, Jr. Avenue SE
Washington, DC 20032

C.4.6 The WIC seeks pre-qualified offerors who are able to fulfill the scope utilizing innovative approaches to make the District's one-stop system an integral part of this vision.

C.5 REQUIREMENTS

The Contractor shall perform the following tasks described in C.5.1 thru C.5.10:

- C.5.1** Support day-to-day coordination of the one-stop career centers (comprehensive and affiliate) in the DC Metro workforce system, including assessing the delivery of customer-focused services by partner agencies and organizations and recommending means to streamline services and achieve efficiencies.
- C.5.2** Make best practice recommendations on a quarterly basis, coordinate the review of service delivery and efficiencies with key partners and officials and review MOUs and recommend enhancements.

- C.5.3** Recommend professional development and training for one-stop staff on a quarterly basis, track the delivery of professional development and training, and report the results.
- C.5.4** Identify and communicate gaps in service delivery, identify “in-house” solutions to these gaps, gain real-time knowledge of new services and service organizations in the community, recommend new partnerships to fill gaps, and ensure one-stop staff understands their role in WIC initiatives such as career pathways and sector strategies.
- C.5.5** Review semi-annual customer satisfaction feedback and facilitate a semi-annual meeting regarding performance metrics and continuous improvement initiatives.
- C.5.6** Monitor all required one-stop MOUs and facilitates regular all-staff meetings for one-stop and partner employees.
- C.5.7** Work closely with the WIC to identify gaps in existing versus desired services and delivery standards, implement certain initiatives funded by the WIC Board, and participate in committee or board meetings when requested.
- C.5.8** Collaborate with one-stop partners, including the WIC and applicable District agencies during monthly check-ins to review performance, troubleshoot referral issues, and make system-wide improvements in real-time.
- C.5.9** Coordinate appropriate referrals of one-stop customers to one-stop partners and approved service providers.
- C.5.10** Manage a coordinated referral tracking system to monitor one-stop referrals and subsequent programmatic enrollments as well as enrollments received through one-stop partner agencies. Ensure the tracking system has adequate data to determine the length of time between referrals and enrollments as well as the percentage of referrals that lead to successful enrollment and/or job placement.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of two (2) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.3 DELIVERABLES

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

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	Performance report for one-stop partners that includes data on: number of referrals, number of enrollments, length of time from referral to enrollment as stated in C.5.11.	1	Aggregate report showing system-wide performance as well as de-identified raw data with unique participant identifiers	Monthly
2	Performance report presented to WIC that includes verified data on: number of referrals, number of enrollments, and length of time from referral to enrollment as stated in C.5.11.	1	Aggregate report showing system-wide performance as well as performance at each one-stop partner	Bi-monthly

3	Partner service provider performance report including data on: percent of referrals successfully enrolled, percent of enrollees who complete program, percent of enrollees who obtain employment, percent of enrollees who maintain employment for at least three months as stated in C.5.11.	1	Aggregate report for each one-stop partner service provider	Quarterly
4	Coordination meeting with all one-stop partners to review referral and hand-off process and identify strengths and opportunities for improvement; follow up on next steps to further research or implement agreed upon changes as stated in C.5.9.	1	Meeting with one-stop partners	Quarterly
5	Partner service provider performance report for customers to help inform their selection of training programs or services that they are qualified to receive as stated in C.5.8	1	Aggregate report for customer consumption	Quarterly

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the costs stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor. The fixed fee will be paid 1/12 of the total amount per month.

G.2 INVOICE SUBMITTAL

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance

G.4 PAYMENT

G.4.1 METHOD OF PAYMENT

Payment for approved reimbursable items and services provided will be paid in accordance with 27 DCMR 3300. The fixed fee will be paid 1/12 of the total amount per month.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

- G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:
- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
 - b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.
- G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.
- G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.
- G.6.3 Subcontract requirements**
- G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director, Contracts, Procurement and Grants

Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street SE, Suite 675
Washington, DC 20003
Telephone (202) 724-8111
Email: Jacque.mcdonald@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINSTRATOR (CA)

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

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

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

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

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

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

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

Lauren Scott, WIOA Program Manager
Office of the Deputy Mayor for Greater Economic Opportunity
Workforce Investment Council (WIC)
2235 Shannon Place, S.E., Suite 3031
Washington, D.C. 20020
Telephone (202)-715-2861

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

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

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

G.10 COST REIMBURSEMENT CEILING

G.10.1 Cost reimbursement ceiling for this contract is set forth in Section B.3.

G.10.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.

G.10.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.10.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.10.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.10.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.10.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

- G.10.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.10.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.10.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 and 27 DCMR Section 3300 et seq. shall be reimbursable.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

H.1.2 The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281, Revision No. 6, dated May 8, 2017, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

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

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

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

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

H.4 UNEMPLOYED ANTI-DISCRIMINATION

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

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

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

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

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

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

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

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement,

failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

- H.5.7** If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
- H.5.8** Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
- H.5.9** The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.
- H.5.10** The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.
- H.6 RESERVED**
- H.7 RESERVED**
- H.8 RESERVED**
- H.9 SUBCONTRACTING REQUIREMENTS**
- H.9.1 Mandatory Subcontracting Requirements**
- H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.
- H.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and

(D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
- H.9.7.3** If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

- H.10.1** The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- H.10.2** Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- H.10.3** After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

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

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

Reserved

H.12 CONTRACTOR RESPONSIBILITIES

Reserved

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

A. Definitions

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

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

B. Title to Project Deliverables

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

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

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

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

D. Subcontractor Rights

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

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

E. Source Code Escrow

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

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

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A / VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required liability policies shall include the Government of the District of Columbia as an additional insured and shall contain a waiver of subrogation.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. Cyber Liability Insurance - The Contractor shall provide Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.
6. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
7. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
8. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$1,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 ___ annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for five (5) years following final acceptance of the work performed under this contract.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price

G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should his insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding purchase order number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST

Director, Contracts, Procurement and Grants

Office of the Deputy Mayor for Planning and Economic Development

1015 Half Street SE, Suite 675

Washington, DC 20003

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

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

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

- (1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

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

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

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

Grant Associates, Contract No. DCEB-2017-C-0004
One-Stop Career Centers Operator

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010)
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 6, dated May 8, 2017
J.3	Reserved
J.4	Reserved
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice 2017
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2017
J.7	Reserved
J.8	Grant Associates' 2 nd Best and Final Offer, dated August 29, 2017
J.9	Grant Associates' Best and Final Offer, dated July 27, 2017
J.10	Grant Associates' Initial Technical and Cost Proposals, dated June 26, 2017
J.11	Reserved
J.12	Revised Cost Proposal – Line Item Budget rev. 9.11, dated September 11, 2017