

Response to Number 1 EMO Schedule A.xls

Office of the Deputy Mayor for Greater Economic Opportunity (EMO)

Posn Stat	Title	Name	Fund Code	Reg/Temp/Term	Hire Date	Vac Stat	Grade	Step	Salary	FTE x Dist %	Appr Year	Index	PCA	Proj Nbr	Proj Phase
A	Workforce Investment Council D	Lang,Todd M	0100	Reg	2/5/2018	F	10	0	\$ 139,050.00	0.09	18	3030L	BUS30		
A	Workforce Intermediary Officer	Pabich,Diane	0100	Term	8/22/2016	F	14	4	\$ 104,995.00	0.09	18	3030L	BUS30		
A	Workforce Investment Special.	Scott,Lauren	0100	Term	2/8/2016	F	13	5	\$ 91,438.00	0.09	18	3030L	BUS30		
A	Workforce Investment Special.	Davis,Crystal L.	0100	Term	12/16/2013	F	11	5	\$ 64,160.00	0.7	18	3030L	BUS30		
A	Workforce Investment Specialis	Rollins,Vanessa F.	0100	Term	10/2/2017	F	12	4	\$ 76,894.00	0.67	18	3030L	BUS30		
A	Workforce Investment Specialis	Holmes,Anika	0100	Term	12/27/2016	F	14	2	\$ 98,859.00	0.67	18	3030L	BUS30		
A	Workforce Investment Council D	Lang,Todd M	0700	Reg	2/5/2018	F	10	0	\$ 139,050.00	0.91	18	4008I	BUS30	EMOCF8	18
A	Workforce Intermediary Officer	Pabich,Diane	0700	Term	8/22/2016	F	14	4	\$ 104,995.00	0.91	18	4008I	BUS30	EMOCF8	18
A	Workforce Investment Special.	Scott,Lauren	0700	Term	2/8/2016	F	13	5	\$ 91,438.00	0.91	18	4008I	BUS30	EMOCF8	18
A	Workforce Investment Special.	Davis,Crystal L.	0700	Term	12/16/2013	F	11	5	\$ 64,160.00	0.3	18	4008I	BUS30	EMOCF8	18
A	Workforce Investment Specialis	Rollins,Vanessa F.	0700	Term	10/2/2017	F	12	4	\$ 76,894.00	0.33	18	4008I	BUS30	EMOCF8	18
A	Workforce Investment Special.		0700	Reg		V	13	0	\$ 81,050.00	1	18	4008I	BUS30	EMOCF8	18
A	Workforce Investment Specialis	Holmes,Anika	0700	Term	12/27/2016	F	14	2	\$ 98,859.00	0.33	18	4008I	BUS30	EMOCF8	18
A	Workforce Investment Special.		0700	Reg		V	13	0	\$ 81,050.00	1	18	4008I	BUS30	EMOCF8	18

Response to Number 9.xlsx

Office of the Deputy Mayor for Greater Economic Opportunity (EMO)														
									First Quarter of FY 2018					
Approp Fund	Agy Fund	Program Code	Program Title	Comp Source	FY 2017 Approved Budget	FY2017 Revised Budget	FY 2017 Expenditure	Variance FY 2017	FY 2018 Approved Budget	FY2018 Revised Budget	FY 2018 Expenditure	FY 2018 Available		
0100	0100	2000	Deputy Mayor	0011	780,868.86	585,868.86	593,136.89	(7,268.03)	881,145.33	881,145.33	162,890.73	718,254.60		
				0012	-	-	-	-	-	-	-	-	-	
				0013	-	-	-	-	-	-	-	-	17,245.69	(17,245.69)
				0014	142,898.99	142,898.99	117,486.85	25,412.14	151,516.99	151,516.99	33,141.20	118,375.79		
				0020	29,148.00	19,418.00	10,095.34	9,322.66	50,290.92	50,290.92	-	50,290.92		
				0031	5,582.00	5,582.00	7,479.84	(1,897.84)	5,582.00	5,582.00	-	5,582.00		
				0040	83,798.15	295,798.15	324,531.03	(28,732.88)	85,343.10	85,343.10	45,851.59	39,491.51		
				0041	-	95,000.00	85,219.48	9,780.52	-	-	-	-		
				0070	-	-	-	-	-	-	-	-		
				Total	1,042,296.00	1,144,566.00	1,137,949.43	6,616.57	1,173,878.34	1,173,878.34	259,129.21	914,749.13		
		2011	Office of African American Affairs	0011	98,406.13	98,406.13	95,735.39	2,670.74	95,481.00	95,481.00	24,132.41	71,348.59		
				0014	18,008.33	18,008.33	31,882.62	(13,874.29)	16,422.73	16,422.73	8,104.17	8,318.56		
				0020	2,000.00	2,000.00	-	2,000.00	-	-	-	-		
				0040	2,500.00	2,500.00	1,947.48	552.52	2,562.50	2,562.50	-	2,562.50		
				Total	120,914.46	120,914.46	129,565.49	(8,651.03)	114,466.23	114,466.23	32,236.58	82,229.65		
		2012	Comm of Fathers, Men and Boys	0011	115,560.37	115,560.37	145,267.85	(29,707.48)	140,038.80	140,038.80	35,394.22	104,644.58		
				0014	21,147.55	21,147.55	28,299.00	(7,151.45)	24,086.67	24,086.67	6,954.17	17,132.50		
				0020	1,000.00	1,000.00	-	1,000.00	-	-	-	-		
				0040	50,000.00	50,000.00	44,838.50	5,161.50	51,250.00	51,250.00	525.00	50,725.00		
				Total	187,707.92	187,707.92	218,405.35	(30,697.43)	215,375.47	215,375.47	42,873.39	172,502.08		
		3000	Workforce Invest	0011	62,562.50	27,562.50	25,640.95	1,921.55	246,026.00	246,026.00	3,045.84	242,980.16		
				0012	251,430.72	188,955.72	163,825.71	25,130.01	229,184.03	229,184.03	42,673.80	186,510.23		
				0013	-	-	6,425.97	(6,425.97)	-	-	743.06	(743.06)		
				0014	57,460.76	44,935.76	41,791.56	3,144.20	82,004.30	82,004.30	12,863.96	69,140.34		
				0020	37,695.04	10,695.04	-	10,695.04	-	-	-	-		
				0050	1,186,095.24	1,186,095.24	798,591.52	387,503.72	1,186,095.24	1,186,095.24	-	1,186,095.24		
				Audit	0014	-	-	(854.00)	854.00	-	-	-	-	
Total	1,595,244.26			1,458,244.26	1,035,421.71	422,822.55	1,743,309.57	1,743,309.57	59,326.66	1,683,982.91				
0100 Total	2,946,162.64			2,911,432.64	2,521,341.98	390,090.66	3,247,029.61	3,247,029.61	393,565.84	2,853,463.77				
1734	2000			Deputy Mayor	0040	-	150,000.00	150,000.00	-	-	-	-	-	
Total	-	150,000.00	150,000.00	-	-	-	-	-	-	-	-			
0100 Total	2,946,162.64	3,061,432.64	2,671,341.98	390,090.66	3,247,029.61	3,247,029.61	393,565.84	2,853,463.77						
0700	0700	3000	Workforce Invest	0011	143,610.11	-	76,096.83	(76,096.83)	95,791.00	95,791.00	30,796.87	64,994.13		
				0012	190,178.34	420,554.36	284,761.42	135,792.94	302,478.00	302,478.00	40,298.38	262,179.62		
				0013	-	-	939.15	(939.15)	-	-	365.99	(365.99)		
				0014	61,083.28	79,040.20	56,884.84	22,155.36	68,502.27	68,502.27	12,660.02	55,842.25		
				0020	-	10,000.00	359.51	9,640.49	-	-	-	-		
				0031	-	-	45.00	(45.00)	-	-	-	-		
				0040	-	105,000.00	29,823.34	75,176.66	-	-	-	-		
				0041	-	148,227.72	148,227.72	-	-	-	-	-		
				0041	-	2,000,000.00	889,487.65	1,110,512.35	-	-	-	-		
				0050	-	-	-	-	-	-	-	-		
				0070	-	35,000.00	2,515.00	32,485.00	-	-	-	-		
				0700 Total	394,871.73	2,797,822.28	1,489,140.46	1,308,681.82	466,771.27	466,771.27	84,121.26	382,650.01		
				Grand Total	3,341,034.37	5,859,254.92	4,160,482.44	1,698,772.48	3,713,800.88	3,713,800.88	477,687.10	3,236,113.78		

Office of the Deputy Mayor for Greater Economic Opportunity (EMO)

FY 2017 Reprogramming

Date	Funding	Program	From	Amount	TO	Amount	DESCRIPTION
June 12, 2017	Local 0100	2010	0011	195,000.00	0410	137,000.00	Procure Training PRGS
		2010	0020	10,000.00	0409	95,000.00	Procure Training PRGS
		3030	0020	27,000.00			
August 10, 17	Local 0100	3030	0012	62,475.00	0410	75,000.00	Support Entrepreneurial Training
		3030	0014	12,525.00			
Dec 7,16	Local 0100	2010	CC Budget Office	150,000.00	0408	150,000.00	Budget Office
Nov 7,17	Local 0100	3030	0011	35,000.00	BO	35,000.00	BY Budget Office to UP0
Total				492,000.00		492,000.00	

FY 2018 Reprogramming

Date	Funding	Program	From	Amount	TO	Amount	DESCRIPTION
Dec 5,2018	Local 0100	2010	0011	100,000.00	0409	150,000.00	Adm, Support and Cont Services
		2010	0014	50,000.00			
Total				150,000.00		150,000.00	

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
GOVERNMENT OPERATIONS CLUSTER
OFFICE OF FINANCE AND RESOURCE MANAGEMENT**



MEMORANDUM

To: Deborah George Johnson, Director
Office of Legislative Support, EOM

Thru Angelique Rice, Interim Associate Chief Financial Officer
Government Operations Cluster

From: Courtney Snowden, Deputy Mayor
Office of the Deputy Mayor for Greater Economic Opportunity

Date: February 13, 2018

Subject: Request for Reprogramming of Local Funds in the Office of the Deputy Mayor for Greater Economic Opportunity (EM0) \$686,095.24.

This is to request a reprogramming in the amount of \$686,095.24 (Local Funds) from Non- Personal Services Comp Source (0050) to Non- Personal Services Comp Source (0041)

Amount proposed for reprogramming:

Local funds \$686,095.24

Why are the funds needed?

Funds are needed to ensure the following:

- The WIC is able to procure contractual services that support workforce intermediary training programs

Is this a reprogramming to restore a budget cut authorized by the Mayor and/or Council?

No, this reprogramming does not restore a budget cut authorized by the Mayor or the Council.

What hardship will the District face if the action is postponed until the subsequent fiscal year?

This reprogramming is required to align resources to meet the agency's goals for FY 2018.

How will the funds be reprogrammed?

The funds will be reprogrammed from CSG 0050 (Subsides) to CSG 0041(Contracts) See attached sheet for details.

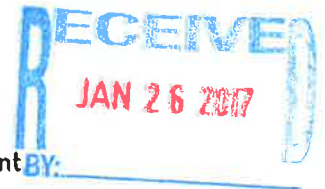
Why are the funds available?

The Funds are available in subsidies and we do not have grant authority will use the funds in contracts.

What programs, services, or other purchases will be delayed as a result of the action, and impact on the program or agency?

No other programs, services will be delayed as a result of this action.

Should you have any questions, please feel free to contact M. Awan, Financial Manager, and Government Operations Cluster on 202-727-6503.



Office of the Deputy Mayor for Planning and Economic Development
Executive Office of the Mayor

DM SIGNATURE – CLEARANCE MEMO

(Place Pointer above Field for Instructions)

Today's Date	17/Jan/17	Action Required By:	
Originator's Name	Diane Pabich	DMPED Business Unit	Select
Document Type	InterAgency MOU	Value of \$\$ Approval, if any	
Project:	Workforce Investment Council		
Subject:	WIC DMGEO- DMPED MOU		
AFO Signoff for Budget Item	Curtis Lewis		
Description of Document (in bullet point form):			
<ul style="list-style-type: none"> • MOU between DMGEO and DMPED for the Workforce Investment Council • • • • 			
Documents have been reviewed and approved for signoff by:			
**Must have at least one Supervisor signature			
APPROVER	NAME	INITIAL	DATE
Legal Review			
Project Manager	Diane Pabich		1/17/17
Supervisor	Odie Donald		1/17/17
Business Unit Director	WIC/DM Courtney R. Spradler		1/17/17
Chief of Staff Signoff	Andrew T. Trueblood		1/20/17
ODMPED Clearance	Jacqueline McDonald	JM	1-18-17
COMMENTS/CHANGES: (For ODMPED Use Only)			

Brian T. Kenner
Deputy Mayor



**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPUTY MAYOR FOR PLANNING AND ECONOMIC DEVELOPMENT
AND
DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY
WORKFORCE INVESTMENT COUNCIL**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Deputy Mayor for Planning and Economic Development (DMPED) and the Deputy Mayor for Greater Economic Opportunity (DMGEO), administrator of the District of Columbia Workforce Investment Council (WIC), referred to herein individually as the "Party" and collectively as the "Parties."

DMPED is charged with executing the Mayor's economic development strategy, which includes a number of priority strategies that help build Pathways to the Middle Class, including: supporting job creation for residents; directing investment to overlooked and underserved communities; producing, preserving, and protecting affordable housing; and fostering innovation and entrepreneurship. Under Mayor's Order 2011-114, dated July 1, 2011, DMPED formerly administered WIC staff and administrative support functions until that order was rescinded effective October 15, 2015.

DMGEO's mission is to facilitate investment and job creation in underserved District of Columbia communities in order to improve economic opportunities for residents in those communities; including facilitating job creation, small business growth. Pursuant to Mayor's Order 2016-086, dated June 2, 2016, DMGEO serves as the institutional home for the District of Columbia Workforce Investment Council (WIC). The WIC serves as both the state and local workforce development board under the federal Workforce Innovation and Opportunity Act (WIOA) and, as such, is responsible for carrying out the responsibilities enumerated in 29 USC § 3111 and § 3122, including, but not limited to, developing the state strategic workforce plan, negotiating statewide performance measures, setting statewide policies for the workforce system, certifying one-stop operators, and establishing eligibility standards for training providers receiving WIOA funding. Mayor's Order 2016-086 provides that DMGEO shall manage and oversee the WIC, with additional administrative executed through DMPED for a period of one year, or until June 2, 2017. Accordingly, this agreement defines these functions and their timeframes.

II. GOALS AND OBJECTIVES

The WIC's fiscal year 2017 budget, consisting of over \$4 million after accounting for appropriations and MOUs, is primarily used for grants and contracts to external organizations. The WIC has grant making authority pursuant to D.C. Code 32-1603(c)-(d) and 32-1605.01. However, the WIC anticipates renewing at least three current contracts and three current grants that are already issued through DMPED, and will need to initiate several additional competitive contracts and grant procurements during the next three months. In addition to procurement and grantmaking, the WIC also has considerable needs related to legal and technology services; all of which DMPED has been providing for the WIC to date through the DMPED's Grants Manager and DMPED's General Counsel. The WIC only has 7 full-time equivalent staff members and lacks the capacity to execute many of the technical aspects related to these items; and DMGEO is a relatively new and small office that is still in the process of building this capacity to support the WIC's needs. Accordingly, this MOU will allow the WIC and DMGEO to leverage DMPED's significant expertise and capacity in these areas.

DMGEO has agreed to the pass through of WIC funds in an amount not to exceed \$1,186,095.00 from multiple programs for Fiscal Year 2017 to DMPED (the "Funds"). The fiscal officer for DMGEO has issued a Fiscal Sufficiency Certification stating that the Funds are available and authorized by the District's approved budget for expenditure, see Attachment 1: DMGEO Fiscal Sufficiency Certification. In the event that additional funds may subsequently become available and authorized by the District's approved budget for expenditure by the WIC for grant making and contracting purposes, this MOU shall require amendment by the Parties and the issuance of a supporting Fiscal Sufficiency Certification by DMGEO's fiscal officer in order to effectuate the transfer of any such additional funds. All pass through amounts would be used directly for grantmaking and contracting activities to support authorized WIC programs. DMPED will be responsible for providing DMGEO with quarterly programmatic reports, and cost reimbursement packages to include copies of associated invoices to DMGEO.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF DMPED

DMPED shall:

1. Provide the WIC with assistance regarding contracting and procurement administration services, including assistance with finalizing procurement instruments and contracts.
2. Provide the WIC with assistance regarding grant administration services, including assistance with finalizing competitive grant processes and grant agreements.
3. Provide the WIC with assistance in coordinating funding attributes and purchase orders with relevant Office of the Chief Financial Officer (OCFO) staff that support DMGEO.
4. Provide the WIC with guidance on technical aspects of contracting and grantmaking to WIC staff, contractors, and grantees.
5. Provide the WIC assistance with technology procurement, including assistance with procuring, logging, and storing technology in a safe location; providing guidance on appropriate technology for WIC needs and procurement from vendors that they have existing contracting relationships with; coordinating with the Office of the Chief Technology Officer (OCTO); and advising DMGEO staff as they build related capacity.
6. Assist the WIC with legal review of documentation, in coordination with DMPED's General Counsel, including subject matter expertise on grants, contracts, MOUs, relevant District law, and records.
7. Assist the WIC with the WIC's provision to DMGEO with programmatic reports, and cost reimbursement packages, including recipient share to include copies of all 485 reports, purchase orders to DOES
8. Assist the WIC in the WIC's provision to DMGEO with the required performance and administrative reports detailing the expenditure of the allocated funds for each category of funds (monthly i.e., WIOA Adult, Youth, and Dislocated Worker) for administration and operation of the WIC workforce development activities, within thirty days (30) of the close of each quarter.

B. RESPONSIBILITIES OF DMGEO

DMGEO shall:

1. Transfer \$1,186,095.00 to DMPED by October 31, 2016 for the purposes of this MOU as stated in Section II above.
2. Provide DMPED with required documentation for all funded activities that they assist the WIC in administering, including programmatic reports, invoices, and supporting documentation as needed for compliance with District laws and policies.
3. Provide DMPED with all performance, human resources, and other information necessary to appropriately account for the activities they assist in administering.
4. Establish the Intra-District transfer to the sub-recipient for the pass through funds through its fiscal agent DMGEO - OCFO.

IV. DURATION OF MOU

The duration of this MOU shall be from the date the last Party signed this MOU through June 2, 2017, unless terminated in writing by the Parties pursuant to Section X.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01(k)

Fiscal Year 2017 Budget Support Act of 2016 (D.C. Act 21-488).

Workforce Investment and Opportunity Act, 29 U.S.C. § 3101, et seq.

D.C. Official Code § 51-114.

Mayor's Order 2016-086, effective June 2, 2016.

Workforce Investment Council and Workforce Intermediary Grant-Making Authority Emergency Amendment Act of 2013 (D.C. Act 20-130; 60 DCR 11384).

The Workforce Intermediary Establishment and Reform of First Source and Living Wage Amendment Act of 2011 (D.C. Act 19-244; D.C. Official Code § 2-219.04c).

Fiscal Year 2016 Budget Support Act of 2015 (D.C. Law 21-76).

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total costs of services for FY 2017 shall not exceed \$1,186,095.00, which shall include labor, materials, and overhead. DMGEO agrees to transfer \$1,186,095.00 to DMPED.

2. In the event of termination of the MOU, reimbursement to DMGEO for any amounts not expended shall be held in abeyance until all required fiscal reconciliation, but not longer than June 2, 2017.

B. PAYMENT

1. Payment for the goods and/or services shall be made through an Intra-District advance by DMGEO to DMPED for \$1,186,095.00 as a one-time advance payable within 30 days after execution of this MOU.
2. Payment for the goods and services shall not exceed the actual cost of the goods, services, and positions funded.
3. DMPED shall return any excess advance to DMGEO within 30 days prior June 2, 2017.

C. FUNDING RESTRICTIONS

1. Pass through funding cannot be comingled within the three (3) following WIOA
 - i. programs: (1) Adult, (2) Dislocated Workers, and (3) WIOA Youth. Each program
 - ii. must be separate and distinct.
2. The funds advanced under this MOU should be allocated to each programs pursuant to the tables in Appendices A, B, and C.
3. Funding restrictions related to allowable cost, limits on administrative costs, indirect costs, and construction costs (generally not allowed under WIOA) can be found in: 20 CFR part 668, subpart H regarding administrative requirements for WIA Section 166 grants; 20 CFR 667.200 through 667.220; 20 CFR 667.210(b) and the Uniform Guidance, where applicable. Pre-award costs can be approved by Federal Grant Officer in accordance with OMB Circular A-87 or A-122.
4. Funding is restricted for use solely in the purposes set forth in this MOU and applicable District laws.

D. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by both federal and local funds, DMPED will be subject to scheduled and unscheduled monitoring reviews by the U.S. Department of Labor to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DMPED shall maintain records and receipts for the expenditure of all funds provided under this MOU for a minimum of 3 years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DMGEO and DOL and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies.


X. TERMINATION

Either Party may terminate this MOU by giving 30 calendar days' advance written notice to the other Party and a status report of the expenditure of all funds and any participants being served under this MOU. Pursuant to Mayor's Order 2016-086, DMPED's authority to assist DMGEO and the WIC shall expire along with this MOU, unless otherwise extended by subsequent Mayor's Order.

XI. NOTICE

All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the following individuals, who are the contact points for each Party under this MOU:

Andrew Trueblood
Chief of Staff
Office of the Deputy Mayor for Planning and Economic
Development
1350 Pennsylvania Ave NW # 317
Washington, DC 20004
Phone: 202.724.7906
andrew.trueblood@dc.gov

Odie Donald 
Executive Director
Workforce Investment Council
Office of the Deputy Mayor for Planning & Economic
Development
2235 Shannon Place, SE, Suite 3031
Washington, DC 20019
Phone: 202.671.2871
Odie.donald@dc.gov

Any such notice shall be deemed delivered when received.

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. RESOLUTION OF DISPUTES

DMGEO and DMPED shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

Attachment 1

Fiscal Sufficiency Certification



GOVERNMENT OF THE DISTRICT OF COLUMBIA
Executive Office of the Mayor
Office of the Deputy Mayor for Greater Economic Opportunity



Fiscal Sufficiency Certification

Based on my review of the proposed Memorandum of Understanding ("Proposed MOU") for the intertransfer of local funds between the Office of the Deputy Mayor for Greater Economic Opportunity ("DMGEO") and the Office of the Deputy Mayor for Planning and Economic Development ("DMPED") funds are available and authorized in an amount not to exceed \$1,186,095.00 for a period of one year, or until June 2, 2017.

Funds Recipient	Award Amount
Deputy Mayor for Planning and Economic Development	\$1,186,095.00

I certify that:

1. DMGEO has the proper, current, adequate, and unencumbered budget for this expenditure;
2. DMGEO has budgeted funds for the Proposed MOU in the current fiscal year;
3. DMGEO has available funds for the Proposed MOU in the full amount proposed;
4. The transfer of funds outlined in the Proposed MOU will not place DMGEO in violation of the District's Anti-Deficiency Act.

Agency Fiscal Officer, DMGEO

Date

Trabue, Tracey W. (EOM)

From: Wilson, Ingrid-Penelope (EOM)
Sent: Tuesday, January 24, 2017 11:11 AM
To: Trabue, Tracey W. (EOM)
Subject: FW: For Signature: WIC-DMGEO DMPED Inter-Agency MOU
Attachments: WIC_DMGEO DMPED InterAgency MOU 1 17 17-signed.pdf

Importance: High

I believe for ATT's signature...

Ingrid P. Wilson | Special Assistant to Deputy Mayor, Brian T. Kenner

W: 202.727.3971 | C: 202.531.1019 | E: ingrid.wilson@dc.gov



From: Pabich, Diane (EOM)
Sent: Monday, January 23, 2017 7:57 PM
To: Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM); Lewis, Curtis (EOM); McDonald, Jacque (EOM)
Cc: Pabich, Diane (EOM)
Subject: FW: For Signature: WIC-DMGEO DMPED Inter-Agency MOU
Importance: High

Good Evening,

Please forward me the signed and completed MOU, thank you.

Best,
Diane

Diane Pabich, MPA | Associate Director, Workforce Investment Council

Government of the District of Columbia
Office of the Deputy Mayor for Greater Economic Opportunity
2235 Shannon Place SE, Suite 3031
Washington, DC 20020
W: (202) 715.2854 |

https://twitter.com/dc_wic

From: McDonald, Jacque (EOM)
Sent: Wednesday, January 18, 2017 2:32 PM
To: Lewis, Curtis (EOM); Hameed, Anique (EOM); Hampton, Latoyia (EOM); Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM)
Cc: Pabich, Diane (EOM)
Subject: RE: For Signature: WIC-DMGEO DMPED Inter-Agency MOU
Importance: High

JM initialed.

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST | Director of Contracts, Procurement and Grants | Agency Chief Contracting Officer
Government of the District of Columbia
Executive Office of the Mayor | Office of the Deputy Mayor for Planning & Economic Development
1015 Half Street SE, Suite 675 | Washington, DC 20003
O 202.724.6190 | F 202.724.9006 | jacque.mcdonald@dc.gov
www.dcbiz.dc.gov

IMPORTANT NOTICE: The District government requires all vendors to have an approved procurement instrument (i.e., purchase order, term contract, funded blanket purchase agreement, etc.) in place prior to providing goods or services. Entering into contracts verbally or without appropriate authorization is prohibited. Any vendor who delivers services or goods to the District without a proper contract is doing so entirely at their own risk. The District does not pay for goods or services that were provided without the benefit of a properly executed contract. If a valid written contract expires without the appropriate Contracting Officer renewing or extending the contract term, a District law prohibits the District from paying the vendor for services or products delivered after the expiration date of the contract. Moreover, a District law prohibits any District employee from entering into an oral agreement with a vendor and any District employee who does so is subject to termination of employment.

Please consider the environment before printing this email.

From: Lewis, Curtis (EOM)



Sent: Wednesday, January 18, 2017 1:50 PM

To: Hameed, Anique (EOM); Hampton, Latoyia (EOM); Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM); McDonald, Jacque (EOM)

Cc: Pabich, Diane (EOM)

Subject: RE: For Signature: WIC-DMGEO DMPED Inter-Agency MOU

Hi All;

I have e-signed the routing form attached. It is now awaiting Andrew's signoff.

Thanks,

Curtis J. Lewis, II

Agency Fiscal Officer | Office of the Chief Financial Officer

Deputy Mayor of Planning & Economic Development

Government of the District of Columbia

1015 Half Street SE, Suite 675 | Washington, DC 20003

O: 202.724.7206 | M: 202.445.5867 | curtis.lewis3@dc.gov

From: Hameed, Anique (EOM)

Sent: Tuesday, January 17, 2017 3:57 PM

To: Hampton, Latoyia (EOM); Wilson, Ingrid-Penelope (EOM); Gomez, Sandra (EOM); Lewis, Curtis (EOM); Trueblood, Andrew (EOM); Kenner, Brian (EOM); Teklebrhane, Eden (OFRM); McDonald, Jacque (EOM)

Cc: Pabich, Diane (EOM)

Subject: For Signature: WIC-DMGEO DMPED Inter-Agency MOU

Good afternoon,

Please find attached the WIC-DMGEO DMPED Inter-Agency MOU and DM Signature Clearance form for signature.

Best,
Anique

Anique Hameed, MPA | Operations Specialist, Workforce Investment Council

Government of the District of Columbia
Office of the Deputy Mayor for Greater Economic Opportunity
2235 Shannon Place SE, Suite 3031
Washington, DC 20020
W: (202) 715.2843 | anique.hameed@dc.gov

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPUTY MAYOR FOR GREATER E ECONOMIC OPPORTUNITY
WORKFORCE INVESTMENT COUNCIL
AND
DEPARTMENT OF EMPLOYMENT SERVICES**

I. INTRODUCTION

This Memorandum of Understanding ("MOU") is entered between the Deputy Mayor for Economic Opportunity (DMGEO) and the District of Columbia Department of Employment Services (DOES), referred to herein individually as the "Party" and collectively as the "Parties."

DOES is the agency whose mission is to plan, develop, and administer workforce development services to District of Columbia residents (District residents). DOES provides a range of programs and services to job seekers, including job development, job search assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs. To carry out its mission, DOES receives Workforce Innovation and Opportunity Act (WIOA), 29 USC 3101, et seq. grant funds from the United States Department of Labor.

DMGEO serves as the institutional home for the District of Columbia Workforce Investment Council (WIC). The WIC serves as both the state and local Workforce Investment Board (WIB) and, as such, is responsible for carrying out the responsibilities enumerated in 29 USC § 3111 and 29 USC § 3122, including developing the state strategic workforce plan, negotiating statewide performance measures, setting statewide policies for the workforce system, certifying one-stop operators, establishing eligibility standards for training providers receiving WIOA funding, and selecting providers of WIOA Youth services..

II. PROGRAM GOALS AND OBJECTIVES

DOES has agreed to the pass through of WIOA grant funds not to exceed \$1,000,000 of each awarded phase of the WIOA grant funds from federal program year 2016 and carryover from prior years for Fiscal Year 2017 to DMGEO. DOES agrees to transfer a minimum of \$797,822.28 to the WIC, which equates to 60 percent of the District's WIOA State Set-Aside for federal program year 2016, in addition to carry-over funds from prior program years if available. The maximum pass through amount includes administrative support of the WIC program. DMGEO, on behalf of the WIC, will be responsible for providing DOES with associated documentation to establish funded programs, quarterly programmatic reports, and cost reimbursement packages to include copies of associated invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of associated Intra-District funds. DOES maintains its administrative responsibilities as the State Agency for WIOA Grants pursuant to WIOA.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF DMGEO

DMGEO shall:

1. As a sub-recipient of DOL funds, comply with all performance and financial accountability requirements, as set forth in WIOA and the Uniform Guidance, 2 CFR part 200, et seq.
2. Provide DOES with required documentation to establish funded programs, programmatic reports, and cost reimbursement packages, including recipient share to include copies of all 485 reports, purchase orders, and invoices for DOES review and approval prior to a drawdown (cost reimbursement) of the allocated WIOA grant funds.
3. Provide DOES with the required performance and administrative reports detailing the expenditure of the allocated funds for each category of funds (monthly i.e., WIOA Adult, Youth, and Dislocated Worker) for administration and operation of the WIC workforce development activities, within thirty days (30) of the close of each quarter.
4. Support the WIC in performing and carrying out its responsibilities as a state and local WIB under 29 USC § 3111 and 29 USC § 3122 of WIOA, consistent with the roles and responsibilities outlined in the approved DC Workforce Development Strategic Plan of 2016-2020.
5. Resolve all the pertinent DOL corrective action plan concerns related to the WIC.
6. Dedicate up to seven FTEs to serve in the positions outlined in the chart immediately below, who will support the responsibilities described in Section III.A. The positions will be split-funded between WIOA funds and local funds.

Position Title	Estimated WIA Funds (transferred from DOES per Section VI.A.1)	Estimated DMGEO (local) Funds
Executive Director	\$131,607.74	\$43,869.25
Associate Director	\$95,826.41	\$31,942.14
Statewide Programs Director	\$31,942.14	\$95,826.41
Program Manager	\$81,082.59	\$27,027.53
Program Manager	\$31,769.17	\$95,307.50
Program Analyst	\$109,515.18	\$0.00
Research Associate	\$17,851.34	\$53,554.01

A. RESPONSIBILITIES OF DOES

DOES shall:

Report and communicate workforce developments within the agency to the WIC. Disseminate information to the WIC needed to perform the activities described in Section 111.A.3 related to the workforce development activities, training providers' performance, unemployment information, workers compensation, etc.

Establish the Intra-District transfer to the sub-recipient for the pass through funds through its fiscal agent DOES - OCFO.

Transfer funds to DMGEO for the implementation of the WIC services Identified in Section 111.A.4, including the personnel costs of the employees identified in the chart contained in Section III.A.

IV. DURATION OF MOU

- A. The duration of this MOU shall be from the date the last Party signed this MOU through September 30, 2017, unless terminated in writing by the Parties pursuant to Section X.
- B. The parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DOES shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01 (k), Workforce Investment and Opportunity Act, 29 U.S.C. § 3101, et seq. and Mayor's Order 2016-086, effective June 2, 2016.

VI. FUNDING PROVISIONS

A. COST OF SERVICES

- 1. The total costs of workforce development services for FY 2017 shall not exceed \$1,000,000, which shall include labor, materials, and overhead. DOES agrees to transfer a minimum of \$797,822.28 to the WIC, which equates to 60 percent of the District's WIOA State Set-Aside for federal program year 2016, in addition to carry-over funds from prior program years if available.
- 2. In the event of termination of the MOU, reimbursement to the DOES for any amounts not expended shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

- 1. Payment for the goods and/or services shall be made through an Intra-District advance by DOES to DMGEO for \$797,822.28 as a one-time advance payable within 30 days after execution of this MOU. Payment of additional funds in an amount up to \$202,177.72 may be made through an Intra-District advance by DOES to DMGEO at a later date if available.
- 2. Payment for the goods and services shall not exceed the actual cost of the goods, services, and positions funded.

3. DMGEO shall return any excess advance to DOES within 30 days of the end of the current fiscal year.

C. FUNDING RESTRICTIONS

1. Pass through funding cannot be comingled within the three (3) following WIOA programs: (1) Adult, (2) Dislocated Workers, and (3) WIOA Youth. Each program must be separate and distinct. The funds advanced under this MOU should be allocated to the WIOA programs pursuant to the tables in Appendix A and B.
2. Funding restrictions related to allowable cost, limits on administrative costs, indirect costs, and construction costs (generally not allowed under WIA) can be found in: 20 CFR part 668, subpart H regarding administrative requirements for WIA Section 166 grants; 20 CFR 667.200 through 667.220; 20 CFR 667.210(b) and the Uniform Guidance, where applicable. Pre-award costs can be approved by Federal Grant Officer in accordance with OMB Circular A-87 or A-122.
3. DMGEO will be responsible for all costs disallowed by the U.S. Department of Labor.

FY2017 Source of Funding for WIC Intra-District Budget Authority				
Grant No	Grant Title	Grant Ph	WIC/DOES	FY 2017 Grant Award
WADSFY	WIOA Adult	14-15	WIC/CARRY-OVER	TBD*
WADSFY	WIOA Adult	16	WIC	\$203,789.66
WADSFY Total	WIOA Adult		WIC	TBD*
WDSSFY	WIOA Dislocated Worker	14-15	WIC/CARRY-OVER	TBD*
WDSSFY	WIOA Dislocated Worker	16	WIC	\$320,887.28
WDSSFY Total	WIOA Dislocated Worker		WIC	TBD*
WYTSPY	WIOA Youth	14-15	WIC/CARRY-OVER	TBD*
WYTSPY	WIOA Youth	16	WIC	\$273,145.34
WYTSPY Total	WIOA Youth		WIC	TBD*
TOTAL – PY16		16	WIC	\$797,822.28
TOTAL			WIC	Up to \$1,000,000*

*DOES commits to transferring at least \$797,822.28 in federal program year 2016 to the WIC. Additional funds of up to \$202,177.72 in carry-over may also be transferred, divided by the three programs noted above in amounts to be determined.

D. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by federal funds, DMGEO will be subject to scheduled and unscheduled monitoring reviews by the U.S. Department of Labor to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DMGEO shall maintain records and receipts for the expenditure of all WIA grant funds provided under this MOU for a minimum of 3 years from the date of expiration or termination of the MOU and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DOES and DOL and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies.

X. TERMINATION

Either Party may terminate this MOU by giving 30 calendar days' advance written notice to the other Party and a status report of the expenditure of all WIOA grant funds and any participants being served under this MOU.

XI. NOTICE

All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the following individuals, who are the contact points for each Party under this MOU:

Deborah Carroll
Director
Department of Employment Services
4058 Minnesota Ave. N.E.
Washington, D.C. 20019
Phone: 202.671.1900
Deborah.Carroll@dc.gov

Odie Donald Executive Director
Workforce Investment Council
Office of the Deputy Mayor for Greater
Economic Opportunity
2235 Shannon Place, SE 3031
Washington, DC 20020
Phone: 202.715.2843.
Odie.donald@dc.gov

Any such notice shall be deemed delivered when received.

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. RESOLUTION OF DISPUTES

DMGEO and DOES shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:


DEPARTMENT OF EMPLOYMENT SERVICES



Deborah Carroll, Director

9/23/2016
Date: _____

DEPUTY MAYOR FOR GREATER ECONOMIC OPPORUNITY



Courtney Snowden, Deputy Mayor

Date: 10/2/16

APPENDIX A: FY 2017 WIOA PERSONNEL EXPENDITURES

POSITIONS	GRADE	WIOA Adult (27% of Total WIOA Funding)	WIOA Dislocated Worker (43% of Total WIOA Funding)	WIOA Youth (30% of Total WIOA Funding)	WIOA Total
Executive Director	15	\$35,534.09	\$56,591.33	\$39,482.32	\$131,607.74
Research Associate	11	\$4,819.86	\$7,676.07	\$5,355.40	\$17,851.34
Associate Director	14	\$25,873.13	\$41,205.36	\$28,747.92	\$95,826.41
Program Manager	13	\$21,892.30	\$34,865.51	\$24,324.78	\$81,082.59
Program Manager	13	\$8,577.68	\$13,660.74	\$9,530.75	\$31,769.17
Statewide Workforce Programs Director	14	\$8,624.38	\$13,735.12	\$9,582.64	\$31,942.14
Program Analyst	12	\$29,569.10	\$47,091.53	\$32,854.55	\$109,515.18
GRAND TOTAL		\$134,890.53	\$214,825.66	\$149,878.37	\$499,594.56

APPENDIX B: FY 2017 WIOA NON-PERSONNEL EXPENDITURES, Grants and Contracts as Noted

FY 2017 Appropriation (via DOES MOU, all non-personnel)		CS Code	Total	WIOA Adult	WIOA DW	WIOA Youth
Grant Allocation	50		\$298,227.72	\$68,899.13	\$106,061.62	\$123,266.97
			\$0.00	\$0.00	\$0.00	\$0.00
Contract-Large Allocation	41		\$148,227.72	\$34,244.84	\$52,715.66	\$61,267.22
Contractual Services	20		\$105,000.00	\$24,258.00	\$37,342.17	\$43,399.83
Office Supplies	20		\$10,000.00	\$2,310.29	\$3,556.40	\$4,133.32
Equipment	70		\$35,000.00	\$8,086.00	\$12,447.39	\$14,466.61

Use of Funds	Vendor	PO	CS Code	FY17 Budget	WIOA Adult	WIOA DW	WIOA Youth
Contract-Large Allocation (Contract Renewed through end of FY 2017)							
WIOA Technical Assistance Consulting	Kairos Management	PO536123	41	\$148,227.72	\$34,244.84	\$52,715.66	\$61,267.22
Contractual Services							
Travel and Training	NA	NA	40	\$50,000.00	\$11,551.43	\$17,781.99	\$20,666.59
Food, Prints/ Materials, Other	NA	Multiple TBD	40	\$55,000.00	\$12,706.57	\$19,560.18	\$22,733.24
Office Supplies							
Office Supplies	Capital Services & Supplies	TBD	20	\$10,000.00	\$2,310.29	\$3,556.40	\$4,133.32
Equipment							
Transportation and Other	Multiple TBD	Multiple TBD	70	\$35,000.00	\$8,086.00	\$12,447.39	\$14,466.61



INTRA-DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia



PART I
GENERAL

MOU NUMBER: _____

DATE OF MOU: 1 / 2 / 20 / 1 / 7

SELLER INFORMATION

AGENCY: Office of the Deputy Mayor for Greater Economic Opportunity (DMGEO) AGENCY CODE: EMO

NAME OF CONTACT: Eden Teklebrhane, Agency Fiscal Officer

ADDRESS : 441 4th Street, N.W.

Suite 890 N

Washington, D.C. 20001

TELEPHONE # : 202-727-1259

FAX # : 202-727-2202

AUTHORIZING OFFICER _____ DATE: / /

BUYER INFORMATION

AGENCY: Department of Employment Services AGENCY CODE: CFD

NAME OF CONTACT: Natalie Mayers, Agency Fiscal Officer

ADDRESS : 4058 Minnesota Avenue, NE, Suite 5700

Washington, D.C. 20019

TELEPHONE # : 202-727-5145

FAX # : _____

AUTHORIZING OFFICER *Natalie Mayers*
Natalie Mayers, AFO, DOES

DATE: 12 / 27 / 17

PLEASE SEE NEXT PAGE FOR SERVICE INFORMATION AND FUNDING CODES

INTRA-DISTRICT STANDARD REQUEST FORM
Government of the District of Columbia

Buyer's initials: _____
 Seller's initials: _____

PART II

MOU NUMBER: _____ _____ 2 OF _____ 2

SERVICE INFORMATION AND FUNDING CODES

GOOD/ SERVICE: FY 2018 WORKFORCE INVESTMENT COUNCIL (WIC) - WIOA Support Services

REQUESTED DATE: ___/___/___ TOTAL: \$ 1,057,457.00

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER	EMO	18	4008I	BUS30	4600	4600		EM0CF8/18			
BUYER	CFO	18	Various see attached	Various see attached	Various see attached	Various see attached				8200	

GOOD/ SERVICE: _____

REQUESTED DATE: ___/___/___

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

REQUESTED DATE: ___/___/___

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

GOOD/ SERVICE: _____

REQUESTED DATE: ___/___/___

	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	FUND	AG3
SELLER											
BUYER											

Goodluck, Bryan (DOES)

From: Saunders, Treva (OCFO)
Sent: Friday, December 22, 2017 9:56 AM
To: Goodluck, Bryan (DOES)
Cc: Mayers, Natalie (DOES); Williams, Yasha (DOES); Awan, Mohammad (OFRM); Moureview (OCFO)
Subject: RE: MOU Between DOES and DMGEO for \$1,057,457.00

Thanks Bryan.

The MOU is legally sufficient.

Regards,

**Treva D. Saunders
Associate General Counsel
& Ethics Officer**

Government of the District of Columbia
Office of the Chief Financial Officer
Office of General Counsel
1100 4th Street, SW • Suite 770 East • Washington, DC • 20024
Tel: 202.412.7127 • Fax: 202.478.9254 • treva.saunders@dc.gov

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and contains information which may be confidential, legally privileged, proprietary in nature, or otherwise protected by law from disclosure. If you received this message in error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited. If you have received this message in error, please telephone or reply to me immediately and delete all copies of the message. Thank you.

From: Goodluck, Bryan (DOES)
Sent: Friday, December 22, 2017 9:55 AM
To: Saunders, Treva (OCFO) <treva.saunders@dc.gov>;
Cc: Mayers, Natalie (DOES) <Natalie.Mayers@dc.gov>; Williams, Yasha (DOES) <Yasha.Williams2@dc.gov>; Awan, Mohammad (OFRM) <Mohammad.Awan@dc.gov>; Moureview (OCFO) <Ocfo.moureview@dc.gov>
Subject: RE: MOU Between DOES and DMGEO for \$1,057,457.00

Good Morning Treva,

The term is consistent with the federal program year for funding.

Thanks,

Bryan

Bryan D. Goodluck

Senior Financial Manager | Office of the Chief Financial Officer
Government Operations Cluster | Department of Employment Services
4058 Minnesota Avenue, N.E., Suite 5700 | Washington, DC 20019
Voice: 202-671-1546 | E-mail: bryan.goodluck2@dc.gov | Website: <http://www.does.dc.gov>

The Government Operations Cluster: Continuous Improvement is Our Priority

From: Saunders, Treva (OCFO)
Sent: Thursday, December 21, 2017 4:29 PM
To: Goodluck, Bryan (DOES)
Cc: Mayers, Natalie (DOES); Williams, Yasha (DOES); Awan, Mohammad (OFRM); Moureview (OCFO)
Subject: RE: MOU Between DOES and DMGEO for \$1,057,457.00

Hi Bryan,

This MOU was also submitted today by Mohammad Awan. My question to him was:

Can you confirm that the MOU term of "the date the last Party signed this MOU through September 30, 2018" is consistent with the "federal program year 2017", which is referenced in Section II on page 1?

Please advise.

Thanks,

Treva D. Saunders
Associate General Counsel
& Ethics Officer

Government of the District of Columbia
Office of the Chief Financial Officer
Office of General Counsel
1100 4th Street, SW • Suite 770 East • Washington, DC • 20024
Tel: 202-442-7127 • Fax: 202-478-9254 • treva.saunders@dc.gov

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is intended only for the person or entity to which it is addressed and contains information which may be confidential, legally privileged, proprietary in nature, or otherwise protected by law from disclosure. If you received this message in error, you are hereby notified that reading, sharing, copying, or distributing this message, or its contents, is prohibited. If you have received this message in error, please telephone or reply to me immediately and delete all copies of the message. Thank you.

From: Goodluck, Bryan (DOES)
Sent: Thursday, December 21, 2017 1:44 PM
To: Moureview (OCFO) <Ocfmoureview@dc.gov>
Cc: Mayers, Natalie (DOES) <Natalie.Mayers@dc.gov>; Williams, Yasha (DOES) <Yasha.Williams2@dc.gov>
Subject: MOU Between DOES and DMGEO for \$1,057,457.00

Good Afternoon OGC Team,

Attached is the DOES-DMGEO WIC MOU for review, and approval. Funding for this MOU is from DOES' WIOA Federal Grants.

Thanks,

Bryan

Bryan D. Goodluck

Senior Financial Manager | Office of the Chief Financial Officer
Government Operations Cluster | Department of Employment Services
4058 Minnesota Avenue, N.E., Suite 5700 | Washington, DC 20019
Voice: 202-671-1546 | E-mail: bryan.goodluck2@dc.gov | Website: <http://www.does.dc.gov>

The Government Operations Cluster: Continuous Improvement is Our Priority

WIC FY 2018 MOU ALLOCATION TO DMPED

AP NO: 12000
Fund: 8200

AVAILABLE

MOU

Title	Grant #	PH	Index	PCA	Comp/Object	Agency/ Object	MOU Amount	Percentage
WIOA DISLOCATED	WDSSPY	17	DMGEO	49000	0111	0111	29,287.55	43%
WIOA DISLOCATED	WDSSPY	17	DMGEO	49000	0507	0507	38,823.02	57%
WIOA DISLOCATED	WDSSPY	17					68,110.57	
WIOA DISLOCATED	WDSSFY	18	DMGEO	49000	0111	0111	153,265.64	43%
WIOA DISLOCATED	WDSSFY	18	DMGEO	49000	0507	0507	203,166.07	57%
WIOA DISLOCATED	WDSSFY	18					356,431.71	
WIOA DISLOCATED							424,542.28	
WIOA ADULT	WADSPY	17	DMGEO	49000	0111	0111	8,511.28	27%
WIOA ADULT	WADSPY	17	DMGEO	49000	0507	0507	23,011.98	73%
WIOA ADULT	WADSPY	17					31,523.26	
WIOA ADULT	WADSFY	18	DMGEO	49000	0111	0111	57,928.13	27%
WIOA ADULT	WADSFY	18	DMGEO	49000	0507	0507	156,620.50	73%
WIOA ADULT	WADSFY	18					214,548.63	
WIOA ADULT							246,071.89	
WIOA YOUTH	WYTSPY	17	DMGEO	49000	0111	0111	80,943.70	30%
WIOA YOUTH	WYTSPY	17	DMGEO	49000	0507	0507	188,868.64	70%
WIOA YOUTH							269,812.34	
TOTAL MOU:							940,426.51	
WIC - Funding available to use in FY 17 but now available in FY 18:								
WYTSPY/16					0409	0409	93,979.58	93,979.58
WADSFY/16							11,049.13	
WDSSFY/16					0402	0402	80,919.25	23,050.91
Total WIC:							185,947.96	
Total Available:							1,126,374.47	

940,426.51

1,057,457.00 MOU

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



ODIE DONALD II
DIRECTOR

MEMORANDUM

TO: Odie Donald II
Director *OD*

FROM: Tonya A. Robinson
General Counsel *Tonya A. Robinson*

DATE: 15 December 2017

SUBJECT: Legal Sufficiency Review of 2018 MOU with DMGEO – WIC Funding

This Memorandum is provided in response to your request for legal sufficiency review of the attached 2018 MOU with DMGEO – WIC Funding.

I reviewed and revised this 2018 MOU with DMGEO – WIC Funding and found it legally sufficient.

Office of the General Counsel

4058 Minnesota Ave, N.E. • Suite 5800 • Washington, D.C. 20019 • Office: 202.671.1500 • Fax: 202.724.7472

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY
WORKFORCE INVESTMENT COUNCIL
AND
DEPARTMENT OF EMPLOYMENT SERVICES**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the Deputy Mayor for Greater Economic Opportunity (DMGEO) and the District of Columbia Department of Employment Services (DOES), referred to herein individually as "Party" and collectively as "Parties."

DOES is the agency whose mission is to connect District residents, job seekers, and employers to opportunities and resources that empower fair, safe, effective working communities. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities. To carry out its mission, DOES receives Workforce Innovation and Opportunity Act (WIOA), 29 USC 3101, et seq., grant funds from the United States Department of Labor.

DMGEO serves as the institutional home for the District of Columbia Workforce Investment Council (WIC). The WIC serves as the state Workforce Development Board (SWDB) and, as such, is responsible for carrying out the responsibilities enumerated in 29 USC § 3111.

II. PROGRAM GOALS AND OBJECTIVES

DOES agrees to transfer \$1,057,457.00 to the WIC of the District's WIOA State Set-Aside for federal program year 2017. This amount includes administrative support of the WIC. DMGEO, on behalf of the WIC, will be responsible for providing DOES with associated documentation to establish funded programs, quarterly programmatic reports, and cost reimbursement packages to include copies of associated invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of associated Intra-District funds. DOES maintains its administrative responsibilities as the State Agency for WIOA grants pursuant to WIOA.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties do hereby agree:

A. RESPONSIBILITIES OF DMGEO

DMGEO shall:

1. As a sub-recipient of DOL funds, comply with all performance and financial accountability requirements, as set forth in WIOA and the Uniform Guidance, 2 CFR part 200, et seq.
2. Provide DOES with required documentation to establish funded programs, programmatic reports, and cost reimbursement packages, including recipient share, copies of all 485 reports, purchase orders, and invoices for DOES' review and approval prior to a drawdown (cost reimbursement) of the allocated WIOA grant funds.
3. Provide DOES with the required performance and administrative reports detailing the expenditure of the allocated funds for each category of funds (monthly i.e., WIOA Adult, Youth, and Dislocated Worker) for administration and operation of the WIC workforce development activities, within 30 days of the close of each quarter.
4. Support the WIC in performing and carrying out its responsibilities as a state WIB under 29 USC § 3111 of WIOA, consistent with the roles and responsibilities outlined in the approved DC Workforce Development Strategic Plan of 2016-2020.
5. Resolve all the pertinent DOL corrective action plan concerns related to the WIC.
6. Dedicate up to 4 FTEs to serve in the positions outlined in the chart immediately below, who will support the responsibilities described in Section III. A. The positions will be split-funded between WIOA funds and local funds.

Position Title	Estimated WIA Funds (transferred from DOES per Section VI.A.1)	Estimated DMGEO (local) Funds
Executive Director	\$131,607.74	\$43,869.25
Associate Director	\$95,826.41	\$31,942.14
Program Manager	\$81,082.59	\$27,027.53
Program Analyst	\$109,515.18	\$0.00

B. RESPONSIBILITIES OF DOES

DOES shall:

1. Report and communicate workforce developments within DOES to the WIC.

2. Disseminate information to the WIC needed to perform the activities described in Section III.A.3 related to the workforce development activities, including training providers' performance, unemployment information, workers compensation, etc.
3. Establish the Intra-District transfer to the sub-recipient for the pass through funds through its fiscal agent DOES - OCFO.
4. Transfer funds to DMGEO for the implementation of the WIC services identified in Section III.A.4, including the personnel costs of the employees identified in the chart contained in Section III. A.

IV. DURATION OF MOU

- A. The duration of this MOU shall be from the date the last Party signed this MOU through September 30, 2018, unless terminated in writing by the Parties pursuant to Section X.
- B. The Parties may extend the term of this MOU by exercising a maximum of four (4) one (1) year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. DOES shall provide notice of its intent to renew an option period prior to the expiration of the MOU.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR MOU

D.C. Official Code § 1-301.01 (k), Workforce Investment and Opportunity Act, 29 U.S.C. § 3101, et seq., Mayor's Order 2016-086, effective June 2, 2016 and any other authority under the Parties' programs

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. The total costs of workforce development services for FY 2018 shall not exceed \$1,057,457.00 which shall include labor, materials, and overhead. DOES agrees to transfer \$1,057,457.00 to the WIC, which is the District's WIOA State Set-Aside for federal program year 2017, in addition to carry-over funds from prior program years, if available.
2. In the event of termination of the MOU, reimbursement to DOES for any amounts not expended shall be held in abeyance until all required fiscal reconciliation, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Payment for the goods and/or services shall be made through an Intra-District advance by DOES to DMGEO for \$1,057,457.00 as a one-time advance payable within 30 days after execution of this MOU. Payment of

additional funds may be made through an Intra-District advance by DOES to DMGEO at a later date, if additional funds are available.

2. Payment for the goods and services shall not exceed the actual cost of the goods, services, and positions funded.
3. DMGEO shall return any excess advance to DOES within 30 days of the end of the current fiscal year.

C. FUNDING RESTRICTIONS

1. Pass through funding cannot be comingled within the three (3) following WIOA programs: (1) Adult, (2) Dislocated Workers, and (3) Youth. Each program must be separate and distinct. The funds advanced under this MOU should be allocated to the WIOA programs pursuant to the tables in Appendix A and B.
2. Funding restrictions related to allowable cost, limits on administrative costs, indirect costs, and construction costs (generally not allowed under WIOA) can be found in 20 CFR part 668, subpart H regarding administrative requirements for WIOA Section 166 grants, 20 CFR 667.200 through 667.220; 20 CFR 667.210(b) and the Uniform Guidance, where applicable. Pre-award costs can be approved by Federal Grant Officer in accordance with OMB Circular A-87 or A-122.
3. DMGEO will be responsible for all costs disallowed by the U.S. Department of Labor.

FY2018 Source of Funding for WIC Intra-District Budget Authority				
Grant No	Grant Title	Grant PY	WIC/DOES	FY 2018 Grant Award
WADSFY Total	WIOA Adult	16-18	WIC	\$285,485.79
WDSSFY Total	WIOA Dislocated Worker	16-18	WIC	\$454,749.22
WYTSPY Total	WIOA Youth	16-18	WIC	\$317,221.99
TOTAL – PY16-18		16-18	WIC	\$1,057,457.00

*DOES commits to transferring \$1,057,457.00 in federal program year 2017 funding to the WIC. Additional funds may also be transferred, divided by the three programs noted above in amounts to be determined.

D. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that nothing in this MOU creates a financial obligation in anticipation of an appropriation and that all provisions of this MOU, or any subsequent agreement entered into by the parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1351, (ii) the District of Columbia Anti-deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by federal funds, DMGEO will be subject to scheduled and unscheduled monitoring reviews by the U.S. Department of Labor, DOES and other officials as may be specified by the District of Columbia to ensure compliance with all applicable requirements.

VIII. RECORDS AND REPORTS

DMGEO shall maintain records and receipts for the expenditure of all WIOA grant funds provided under this MOU for a minimum of 3 years from the date the final federal financial report (9130) for the above mentioned grants is submitted to the U. S. Department of Labor and, upon the District of Columbia's request, make these documents available for inspection by duly authorized representatives of DOES and DOL and other officials as may be specified by the District of Columbia at its sole discretion.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard and dispose of all information related to services provided by this MOU, in accordance with all relevant federal and local statutes, regulations and policies.

X. TERMINATION

Either Party may terminate this MOU by giving 30 calendar days' advance written notice to the other Party and a status report of the expenditure of all WIOA grant funds and any participants being served under this MOU.

XI. NOTICE

All notices shall be sent by the most expeditious means available including facsimile, overnight courier, certified or registered mail to the following individuals, who are the contact points for each Party under this MOU:

Odie Donald II
Director
Department of Employment Services
4058 Minnesota Ave. N.E.
Washington, D.C. 20019
Phone: 202.671.1900
Odie.Donald@dc.gov

Diane Pabich, Interim Executive Director
Workforce Investment Council
Office of the Deputy Mayor for Greater Economic Opportunity
2235 Shannon Place, SE 3031
Washington, DC 20020
Phone: 202.671.2871
Diane.Pabich@dc.gov

Any such notice shall be deemed delivered when received.

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. RESOLUTION OF DISPUTES

DMGEO and DOES shall resolve all disputes and/or adjustments resulting from goods or services provided under this MOU. In the event the Parties are unable to resolve a financial issue, the matter shall be referred to the Office of Financial Operations and Systems.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules and regulations whether now in force or hereafter enacted or promulgated.


IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF EMPLOYMENT SERVICES



Odie Donald II, Director Date: 12/20/17

DEPUTY MAYOR FOR GREATER ECONOMIC OPPORTUNITY



Courtney Snowden, Deputy Mayor Date: 12/20/17

**APPENDIX A: FY 2018 WIOA PERSONNEL
EXPENDITURES**

POSITIONS	GRADE	WIOA Adult (27% of Total WIOA Funding)	WIOA Dislocated Worker (43% of Total WIOA Funding)	WIOA Youth (30% of Total WIOA Funding)	WIOA Total
Executive Director	15	\$35,534.09	\$56,591.33	\$39,482.32	\$131,607.74
Associate Director	14	\$25,873.13	\$41,205.36	\$28,747.92	\$95,826.41
Program Manager	13	\$21,892.30	\$34,865.51	\$24,324.78	\$81,082.59
Program Analyst	12	\$29,569.10	\$47,091.53	\$32,854.55	\$109,515.18
GRAND TOTAL		\$112,868.62	\$179,753.73	\$125,409.57	\$418,031.92

APPENDIX B: FY 2018 WIOA NON-PERSONNEL EXPENDITURES, GRANTS AND CONTRACTS AS NOTED

FY 2018 Appropriation (via DOFS MOU, all non-personnel)	CS Code	Total	WIOA Adult	WIOA DW	WIOA Youth
Grant Allocation		\$639,374.72	\$172,617.17	\$274,891.13	\$191,812.42
Contract - One-Stop Operator	50	\$0.00	\$0.00	\$0.00	\$0.00
Travel and Training	41	\$601,174.72	\$162,317.17	\$258,505.13	\$180,352.42
Office Supplies	20	\$30,000.00	\$8,100.00	\$12,900.00	\$9,000.00
Equipment	20	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00
	70	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00

Use of Funds	Vendor	PO	CS Code	FY18 Budget	WIOA Adult	WIOA DW	WIOA Youth
Contract-Large Allocation (Contract Renewed through end of FY 2018)							
One-Stop-Operator	Grant Associates	TBD	41	\$601,174.72	\$162,317.17	\$258,505.13	\$180,352.42
Contractual Services							
Travel and Training	NA	NA	40	\$30,000.00	\$8,100.00	\$12,900.00	\$9,000.00
Office Supplies							
Office Supplies	Capital Services & Supplies	TBD	20	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00
Equipment							
Other	Multiple TBD	Multiple TBD	70	\$4,100.00	\$1,100.00	\$1,743.00	\$1,230.00

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services



OFFICE OF THE DIRECTOR
REVIEW AND APPROVAL ROUTING SHEET

WIC FUNDING

This routing sheet has been developed to ensure that all appropriate Senior Management Team members have thoroughly reviewed, approved, and signed off on all official documents in their respective DOES program areas prior to the Director's receipt for final approval and signature, as needed.

Parties Consulted:	Initials	Date
<input type="checkbox"/> DOES General Counsel <i>When legal issues are involved</i>		
<input type="checkbox"/> DOES Fiscal Officer <i>When fiscal matters are involved</i>		
<input type="checkbox"/> Chief Strategy Officer <i>When it involves performance, data, innovation and youth opportunities</i>		
<input checked="" type="checkbox"/> Deputy Director of Workforce Development <i>When it involves meeting compliance/regulatory requirements or affects constituent care or provider issues</i>		12/15/2017
<input checked="" type="checkbox"/> Chief Operating Officer <i>When operational issues are involved</i>		12.20.2017
<input type="checkbox"/> Chief Information Officer <i>When Information Technology issues are involved</i>		
<input type="checkbox"/> Program Manager, Human Resources <i>When personnel issues are involved</i>		
<input type="checkbox"/> Chief of Staff <i>When DOL issues are involved or as necessary</i>		
<input type="checkbox"/> Associate Director/Program Manager <i>For the policy-related program (indicate below):</i>		
<input type="checkbox"/> Communications Director/Senior Advisor <i>For Quality Control purposes</i>		

Director's Decision: Approved Disapproved

In this section, the Director will sign to indicate approval of the recommended option or will provide comments to indicate pursuit of an alternate course of action.

Director's Comments:

12/20/17
Date

12/20/17
aw



SOAR JOURNAL VOUCHER: OFOS APPROVAL

DOCUMENT INFORMATION

DOC NO: IDBG0559 DOC AGY: CFO DOC DATE: 12/27/2017
 BATCH # 559 EFF DATE: 12/27/2017
 BT: S DOC TOTAL: 1,057,457.00

Instructions

Complete this journal voucher form manually or electronically for all journal entries that require OFOS approval, except wire transfers. Journal entries that require OFOS approval include payroll-related IVs, pension and retirement IVs, balance sheet adjustments, debt service payments, litigation IVs, and contingency IVs.

SFX	AY	AGY	TRAN	INDEX	PCA	GRANT	PH	SUBGRA	PROJ	PH	AGY	COMP	AGY	OBJ	FUND	COMP	AGY	APPN	REF	BANK ID	DR	CR	
																						TOTAL:	
001	18	EMO	441	4008i	BUS30				EMDCFB	18		4600	4600	0111	8200							1,057,457.00	
002	18	CF0	440	DMGEO	49000	WDSSPY	17					0111	0507	8200							29,287.55		
003	18	CF0	440	DMGEO	49000	WDSSPY	17					0507	0507	8200							38,823.02		
004	18	CF0	440	DMGEO	49000	WDSSFY	18					0111	0111	8200							153,265.64		
005	18	CF0	440	DMGEO	49000	WDSSFY	18					0507	0507	8200							203,166.07		
006	18	CF0	440	DMGEO	49000	WADSPY	17					0111	0111	8200							8,511.28		
007	18	CF0	440	DMGEO	49000	WADSPY	17					0507	0507	8200							23,011.98		
008	18	CF0	440	DMGEO	49000	WADSFY	18					0111	0111	8200							57,928.13		
009	18	CF0	440	DMGEO	49000	WADSFY	18					0507	0507	8200							156,620.50		
010	18	CF0	440	DMGEO	49000	WYTSPY	17					0111	0111	8200							80,943.70		
011	18	CF0	440	DMGEO	49000	WYTSPY	17					0507	0507	8200							188,868.64		
012	18	CF0	440	DMGEO	49000	WYTSPY	16					0409	0409	8200							93,979.58		
013	18	CF0	440	DMGEO	49000	WDSSFY	16					0402	0402	8200							23,050.91		
																				1,057,457.00			

DESCRIPTION

SFX 001-013 REASON FOR JOURNAL VOUCHER To advance MOU funds to DMGEO for FY 2018 WIC/WIOA Support Services.

APPROVALS

TASK	NAME	SIGNATURE	DATE	TITLE	PHONE
Prepared by:	Bryan Goodluck	<i>[Signature]</i>	12/27/17	Snr. Fin. Manager	671-1546
Authorized by:	Natalie Mayers	<i>[Signature]</i>	12/27/17	AFO	727-5145
SOAR entry by:	Chin Yee Chong	<i>[Signature]</i>	12/27/17	Accounting Officer	724-3770
DOES approval:	Sia Klawu			Controller	727-6504

WIC FY 2018 MOU ALLOCATION TO DMPED

AP NO: 12000

Fund: 8200

MOU

Title	Grant #	PH	Index	PCA	Comp/Object	Agency/ Object	Percentage	
WIOA DISLOCATED	WDSSPY	17	DMGEO	49000	0111	0111	43%	29,287.55
WIOA DISLOCATED	WDSSPY	17	DMGEO	49000	0507	0507	57%	38,823.02
WIOA DISLOCATED	WDSSFY	18	DMGEO	49000	0111	0111	43%	153,265.64
WIOA DISLOCATED	WDSSFY	18	DMGEO	49000	0507	0507	57%	203,166.07
WIOA ADULT	WADSPY	17	DMGEO	49000	0111	0111	27%	8,511.28
WIOA ADULT	WADSPY	17	DMGEO	49000	0507	0507	73%	23,011.98
WIOA ADULT	WADSFY	18	DMGEO	49000	0111	0111	27%	57,928.13
WIOA ADULT	WADSFY	18	DMGEO	49000	0507	0507	73%	156,620.50
WIOA YOUTH	WYTSPY	17	DMGEO	49000	0111	0111	30%	80,943.70
WIOA YOUTH	WYTSPY	17	DMGEO	49000	0507	0507	70%	188,868.64
WIC - Funding available to use in FY 17 but now available in FY 18:								
WIOA YOUTH	WYTSPY	16	DMGEO	49000	0409	0409		93,979.58
WIOA DISLOCATED	WDSSFY	16	DMGEO	49000	0402	0402		23,050.91
								\$ 1,057,457.00

**MEMORANDUM OF UNDESTANDING
BETWEEN
WORKFORCE INVESTMENT COUNCIL
AND
DEPARTMENT OF EMPLOYMENT SERVICES**

I. INTRODUCTION

This Memorandum of Understanding (MOU) is entered into between the District of Columbia Workforce Investment Council (WIC), and the District of Columbia Department of Employment Services (DOES), referred to herein individually as "Party" and collectively as "Parties."

The WIC serves as the state workforce board, empowered to advise the Mayor on the development, implementation, and continued improvement of an innovative, integrated, and effective workforce development system. WIC is charged with assisting the Mayor and District agencies in developing a demand-driven system and programs to meet the workforce needs of business and industry, support career development and self-sufficiency, and enhance the productivity and competitiveness of the District's workforce.

DOES' mission is to plan, develop, and administer workforce development services to District of Columbia residents (District resident). DOES provides a range of programs and services to job seekers including: job development, job assistance, self-directed job search, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive service and educational program. Additionally, pursuant to D.C. Official Code § 51-114, DOES administers the Unemployment and Workforce Development Administrative Fund. DOES, a proud partner of the American Job Center, is an equal opportunity employer/service provider. Translation and interpretation services are available upon request to persons with limited or no English proficiency. Auxiliary aids and services are available upon request to persons with disabilities.

II. PROGRAM GOALS AND OBJECTIVES

WIC has agreed to the transfer of funds to DOES to fund the integration of a successful workforce intermediary program. These funds will assist in the development of innovative programs that provide pre-apprenticeship, job training, or supportive services. The programs under this partnership shall include occupational job training and related services intended to assist District residents prepare for direct employment in the hospitality or construction industry.

Under this MOU, WIC provides initial funding to test programs to determine proof of concept and success serving participants with barriers to employment as defined in the Workforce Innovation and Opportunity Act (WIOA), 29 USCA § 3102 (24). If a program is successful, WIC will transfer funding to DOES through an inter-district transfer with the intention to: a) incorporate program into the District-wide portfolio of workforce development services; b) fund the program using federal WIOA funding; and c) expand the program as appropriate.

III. SCOPE OF SERVICES

Pursuant to the applicable authorities and in the furtherance of the shared goals of the Parties to carry out the purposes of this MOU expeditiously and economically, the Parties agree to carry out the following responsibilities:

A. RESPONSIBILITIES OF WIC

1. To determine if workforce intermediary program is eligible to be incorporated and/or expanded under DOES. See Appendix A for determination criteria.
2. If program will be incorporated and/or expanded under DOES, transfer \$500,000.00 to DOES through an Intra-District Transfer for the services identified below in "Section B: Responsibilities of DOES."
3. If program can be incorporated and/or expanded under DOES, transfer all available historic program performance data from WIC to DOES by the end of the first quarter of the execution of this MOU. Data shall include:
 - i. Number of Enrollments
 - ii. Job Placement Rate (a) at program exit, b) six months after program exit, and c) one year after program exit)
 - iii. Earnings for customers that were placed in subsidized or unsubsidized employment (a) at program exit, b) six months after program exit, and c) one year after program exit)
 - iv. Available customer-level demographic characteristics including:
 1. Age
 2. Race
 3. The last four digits of social security number
 - v. Program-level information on barriers including:
 - Basic skills scores (based on testing at intake)
 - Percent of customers served that are high school dropouts/have less than a high school diploma or equivalency
 - Percent of customers served who are ex-offenders
 - Percent of customers who are long-term unemployed (have unemployed for 27 or more consecutive weeks)
 - Percent of customers served who are currently or were formerly foster youth
 - Percent of customers served who have a disability
 - Percent of customers served with limited or no English proficiency
 - Percent of customers served who are dislocated workers
 - Percent of customers served who are youth in the juvenile justice system
 - Percent of customers served who are public assistance recipients
 - Percent of customers served who are public housing residents
 - Percent of customers who are low-income
 - Percent of customers who are homeless

- Percent of customers who are displaced homemakers as defined in WIOA, 29 USCA § 3102 (16)

B. RESPONSIBILITIES OF DOES

1. Determine the method by which the program will be administered by DOES.
2. Evaluate potential customers at American Job Centers for eligibility and refer customers that meet eligibility criteria to providers or program administrators. Follow up on referred customers to make sure that they were enrolled in the program.
3. Manage and monitor services stated in this MOU and progress of all activities.
4. Evaluate program performance using metrics defined in Appendix B. All programs will be evaluated using metrics one through four. DOES can incorporate additional metrics as appropriate based on program design and intended outcomes.
5. Provide an annual report to the WIC at the end of the Fiscal Year highlighting key outcomes and takeaways.
6. At the end of the MOU period, expand programs as appropriate. Use WIOA funding to support the expansion. Programs can be considered for expansion based on:
 - i. Population need
 - ii. Industry need
 - iii. Program performance

IV. DURATION OF MOU

- A. The period of this MOU shall be from October 1, 2017 through September 30, 2018, unless it is terminated in writing by the Parties prior to the expiration.
- B. The Parties may extend the term of this MOU by exercising a maximum of three (3) one-year option periods, which may include Fiscal Year 2019 (October 1, 2018 through September 30, 2019), Fiscal Year 2020 (October 1, 2019 through September 30, 2020), and Fiscal Year 2021 (October 1, 2020, through September 30, 2021). The Parties may agree to exercise an option period by executing a written amendment to this MOU prior to the expiration of the MOU period or a then-current option period.
- C. The exercise of an option period is subject to the availability of funds at the time of the exercise of the option.

V. AUTHORITY FOR THE MOU

- D.C. Official Code § 1-301.01 (k) and any other authority under the Parties' programs

VI. FUNDING PROVISIONS

A. COST OF SERVICES

1. Total cost for services to be provided under this MOU shall not exceed \$500,000.00 for Fiscal Year 2018. Funding for services shall not exceed the actual cost of the goods or services provided, including supportive services for participants and technical assistance to workforce intermediary programs (\$175,008), evaluation of effectiveness of workforce intermediary programs (\$75,000), programmatic activity that may include issuance of grants, creation of documents or other materials, labor and overhead (\$200,000), and the salary of one program analyst (Grade 12, salary range of \$70,345 - \$89,992).
2. In the event of termination of the MOU, payment to DOES shall be held in abeyance until all required fiscal reconciliation has occurred, but not longer than September 30 of the current fiscal year.

B. PAYMENT

1. Payment for all of the goods and services shall be made through an Intra-District advance by WIC to DOES based on the total amount of this MOU. Payment for all goods and services shall not exceed the actual cost of goods and services.
2. DOES shall submit quarterly financial reports to the WIC which shall detail the amount of expenditures for that period.
3. DOES shall submit an annual report to the WIC, which shall detail the total amount of expenditures for the fiscal year.
4. The Parties shall resolve any adjustments and/or disputes arising from services performed under this MOU. In the event that the Parties are unable to resolve a financial issue, the matter shall be referred to the District of Columbia's Office of Financial Operations and Systems.
5. WIC will be responsible for any amounts ultimately disallowed by an audit.

C. ANTI-DEFICIENCY CONSIDERATIONS

The Parties acknowledge and agree that their respective obligations to fulfill financial obligations of any kind pursuant to any and all provisions of this MOU, or any subsequent agreement entered into by the Parties pursuant to this MOU, are and shall remain subject to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349, 1352, (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01-355.08, (iii) D.C. Official Code § 47-105, and (iv) D.C. Official Code § 1-204.46, as the foregoing statutes may be amended from time to time, regardless of whether a particular obligation has been expressly so conditioned.

VII. COMPLIANCE AND MONITORING

As this MOU is funded by local funds, DOES will ensure compliance with all applicable requirements. DOES will provide an annual report to the WIC at the end of the Fiscal Year highlighting key outcomes and takeaways.

VIII. RECORDS

DOES will maintain records and receipts for the expenditure of all funds. Both DOES and WIC shall maintain records of project activities for a minimum of 3 years from the date of expiration or termination of the MOU. Upon request, make these records available for inspection by duly authorized representatives of DOES and/or other federal or District of Columbia officials.

IX. CONFIDENTIAL INFORMATION

The Parties to this MOU will use, restrict, safeguard, and dispose of all information related to services provided pursuant to this MOU, in accordance with all relevant federal and local statutes, regulations, and policies. Information received by any Party in the performance of responsibilities associated with the performance of this MOU shall remain the property of the WIC.

X. TERMINATION

Any Party may terminate this MOU in whole or in part by giving 60 calendar days advance written notice to the other Parties and a written report on the status of all customers receiving services pursuant to this MOU.

XI. NOTICE

The following individuals are the contact points for each Party under this MOU:

For DOES:

Melanie Winfield
Deputy Director, Workforce Development
Department of Employment Services
4058 Minnesota Ave NE
Washington, DC 20019
Phone: 202-671-3094 (w)

For WIC:

Diane Pabich
Interim Executive Director
Workforce Investment Council
2235 Shannon Place, S.E. Suite 3031
Washington, DC 20020
Phone: 202-671-2871(w)

XII. MODIFICATIONS

The terms and conditions of this MOU may be modified only upon prior written agreement by the Parties.

XIII. PROCUREMENT PRACTICES ACT

If a District of Columbia agency or instrumentality plans to utilize the goods or services of an agent or third party (e.g. contractor, consultant) to provide any of the goods or services specified under this MOU, then the agency or instrumentality shall abide by the provisions of the District of Columbia Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-352.01 *et seq.*), as amended, to procure the goods or services of the agent or third party.

XIV. MISCELLANEOUS

The Parties shall comply with all applicable laws, rules, and regulations whether now in force or hereafter enacted or promulgated.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as follows:

DEPARTMENT OF EMPLOYMENT SERVICES



Odie Donald II, Director

Date: 12/8/17

WORKFORCE INVESTMENT COUNCIL



Diane Pabich, Interim Executive Director

Date: 12/08/17

APPENDIX A

WORKFORCE INTERMEDIARY PROGRAM EVALUATION CRITERIA

The WIC shall have authority to determine if workforce intermediary programs are eligible to be incorporated under DOES. Eligibility shall be determined by a combination of the two following evaluation criteria. DOES reserves the right to make the determination using the two criteria and defining the weight of each criteria section.

The workforce intermediary program evaluation criteria are:

1. **Performance under WIC**

WIC shall develop a report with year-over-year performance on all outcomes defined in the program's original agreement. Positive performance can include: performance above target outcomes as defined in the original agreement, increasing performance year-over-year, or performance that is better than similar programs serving similar target populations.

2. **Target population**

WIC shall assess target population served using the criteria defined under "Section III.A Responsibilities of WIC." If data is not available, WIC shall determine intended target population based on program design. DOES shall assess system-wide performance of all programs serving these target populations.

APPENDIX B

LIST OF RECOMMENDED OUTCOME METRICS

Name	Definition	Purpose
Primary goal: Unsubsidized or subsidized employment		
1. Employment placement	Percentage of participants that either entered or were referred to the program who are placed in unsubsidized employment during the program or up to 3 months after the end of the program	<ul style="list-style-type: none"> Short-term metric for tracking whether the program is successful in getting participants unsubsidized employment
2. Employment retention ¹	Percentage of participants that were placed in unsubsidized employment and retained employment three months after placement one year after placement	<ul style="list-style-type: none"> Medium-term employment impact of the intervention for those placed in unsubsidized employment Ensure job placements are appropriate and stable
3. Employment rate	Percentage of participants that either entered or were referred to the program who are employed through unsubsidized employment three months after program exit	<ul style="list-style-type: none"> Medium-term employment impact of the intervention for all participants
4. Percentage with earnings above \$5,000	Percentage of participants who entered or were referred to the program with quarterly earnings, as recorded in the EDD UI database, at or above \$5,000 for the first and second quarters after program participation	<ul style="list-style-type: none"> Ensure that job placements provide meaningful wages for all participants

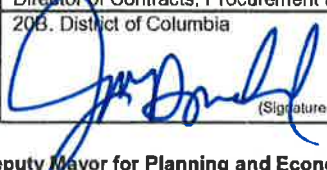
¹ Note that the person could be employed in a different job than the initial job placement and be considered a success for "employment retention".
 2018 MOU between DOES and WIC -- Workforce Intermediary Programs
 Page 8 of 8

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

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	28-37
X	B	Supplies or Services and Price/Cost	2-3	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Description/Specifications/Work Statement	4-10	X	J	List of Attachments	38
X	D	Packaging and Marking	11	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	12		K	Representations, Certifications and Other Statements of Offerors	
X	F	Deliveries or Performance	13-14		L	Instructions, conditions & notices to offerors	
X	G	Contract Administration data	15-20		M	Evaluation factors for award	
X	H	Special Contract Requirements	21-27				

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.

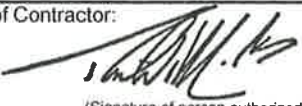
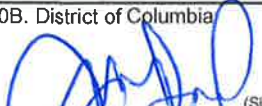
Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010)
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 6, dated May 8, 2017
J.3	Reserved
J.4	Reserved
J.5	Way to Work Amendment 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

AWARD/CONTRACT		1. Reserved for later use		Page of Pages	
				1	37
2. Contract Number DCEB-2017-C-0001		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) Growth Transitions, Inc. dba Maher & Maher 3535 Route 66, Building 4 Neptune, NJ 07753		Code		8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Section F.2)	
		Facility		9. Discount for prompt payment	
				10. Submit invoices to the website address shown in: 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	Career Pathways Community of Practice	1	Job	See Section B	\$249,500.88
Total Not-to-Exceed Amount of Contract <input checked="" type="checkbox"/>					\$249,500.88

16. Table of Contents							
(X)	Section	Description	Page	(X)	Section	Description	Page
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	29-36
X	B	Supplies or Services and Price/Cost	2-5	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Description/Specifications/Work Statement	6-10	X	J	List of Attachments	37
X	D	Packaging and Marking	11	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	12		K	Representations, Certifications and Other Statements of Offerors	
X	F	Deliveries or Performance	13-14		L	Instructions, conditions & notices to offerors	
X	G	Contract Administration data	15-21		M	Evaluation factors for award	
X	H	Special Contract Requirements	22-28				

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) Richard D. Maher, President		20A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants	
19B. Name of Contractor:  (Signature of person authorized to sign)	19C. Date Signed 01/19/2017	20B. District of Columbia  (Signature of Contracting Officer)	20C. Date Signed 1-23-17

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

B.1 The Government of the District of Columbia, 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) (the “District”) engages Growth Transitions, Inc., dba Maher & Maher (the “Contractor”) to develop a community of practice for adult education and workforce providers in the District, including providing training, professional development, technical assistance, research services, and development of the Community’s virtual site, in support of the Career Pathways Innovation Fund initiative, in coordination with District staff and ongoing Career Pathways Task Force efforts.

B.2 The District awards a labor hour contract with payment based on fixed hourly rates and a cost reimbursement component for the requirements stated in the schedules below.

B.3 PRICE SCHEDULE – LABOR HOUR/COST REIMBURSEMENT

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

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description/Labor Categories	Labor Hours	Hourly Labor Rate	Total Estimated Price
0001	Consultant Services for the Development and Provision of a Career Pathways Community of Practice.			
0001A	Program Manager	291.50	\$125.00	\$36,437.50
0001B	Director	50.00	\$153.00	\$ 7,650.00
0001C	Analyst	780.00	\$118.00	\$92,040.00
0001D	Facilitator II	58.50	\$ 83.29	\$ 4,872.47
0001E	Project Manager	340.50	\$ 83.00	\$28,261.50
0001F	Instructional Designer	115.50	\$108.00	\$12,474.00
0001G	Web Programmer	113.50	\$108.44	\$12,307.94
0001H	Web Developer I	13.50	\$ 97.02	\$ 1,309.77
0001I	Knowledge Manager	72.00	\$ 71.60	\$ 5,155.20
0001J	Documentation Specialist	205.00	\$ 49.50	\$10,147.50
0001K	Administrative Support	41.00	\$ 45.00	\$ 1,845.00
Total Estimated Labor Price				\$212,500.88

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Costs
0002	Materials/Conference Call Expenses	\$10,000.00
0003	Contractor/Subcontractor Travel Expenses	\$27,000.00
Total Not-to-Exceed Costs		\$37,000.00

Grand Total - B.3.1 Base Year \$249,500.88

B.3.2 OPTION YEAR ONE

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description/Labor Categories	Labor Hours	Hourly Labor Rate	Total Estimated Price
1001	Consultant Services for the Development and Provision of a Career Pathways Community of Practice.			
1001A	Program Manager	291.50	\$125.00	\$36,437.50
1001B	Director	50.00	\$153.00	\$ 7,650.00
1001C	Analyst	780.00	\$118.00	\$92,040.00
1001D	Facilitator II	58.50	\$ 83.29	\$ 4,872.47
1001E	Project Manager	340.50	\$ 83.00	\$28,261.50
1001F	Instructional Designer	115.50	\$108.00	\$12,474.00
1001G	Web Programmer	113.50	\$108.44	\$12,307.94
1001H	Web Developer I	13.50	\$ 97.02	\$ 1,309.77
1001I	Knowledge Manager	72.00	\$ 71.60	\$ 5,155.20
1001J	Documentation Specialist	205.00	\$ 49.50	\$10,147.50
1001K	Administrative Support	41.00	\$ 45.00	\$ 1,845.00
Total Estimated Labor Price				\$212,500.88

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Costs
1002	Materials/Conference Call Expenses	\$10,000.00
1003	Contractor/Subcontractor Travel Expenses	\$27,000.00
Total Not-to-Exceed Costs		\$37,000.00

Grand Total - B.3.2 Option Year One \$249,500.88

B.3.3 OPTION YEAR TWO

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description/Labor Categories	Labor Hours	Hourly Labor Rate	Total Estimated Price
2001	Consultant Services for the Development and Provision of a Career Pathways Community of Practice.			
2001A	Program Manager	291.50	\$125.00	\$36,437.50
2001B	Director	50.00	\$153.00	\$ 7,650.00
2001C	Analyst	780.00	\$118.00	\$92,040.00
2001D	Facilitator II	58.50	\$ 83.29	\$ 4,872.47
2001E	Project Manager	340.50	\$ 83.00	\$28,261.50
2001F	Instructional Designer	115.50	\$108.00	\$12,474.00
2001G	Web Programmer	113.50	\$108.44	\$12,307.94
2001H	Web Developer I	13.50	\$ 97.02	\$ 1,309.77
2001I	Knowledge Manager	72.00	\$ 71.60	\$ 5,155.20
2001J	Documentation Specialist	205.00	\$ 49.50	\$10,147.50
2001K	Administrative Support	41.00	\$ 45.00	\$ 1,845.00
Total Estimated Labor Price				\$212,500.88

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-to-Exceed Costs
2002	Materials/Conference Call Expenses	\$10,000.00
2003	Contractor/Subcontractor Travel Expenses	\$27,000.00
Total Not-to-Exceed Costs		\$37,000.00

Grand Total - B.3.3 Option Year Two \$249,500.88

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Office of the Deputy Mayor for Greater Economic Opportunity (ODMGEO) (the “District”) has a requirement for a prequalified Contractor to develop a community of practice for adult education and workforce providers in the District, including providing training, professional development, technical assistance, research services, and development of the Community’s virtual site, in support of the Career Pathways Innovation Fund initiative, in coordination with District staff and ongoing Career Pathways Task Force efforts.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	D.C. Law	Fiscal Year 2015 Budget Support Act of 2014 (D.C. Law 20-155, Sec. 2122)	Effective February 26, 2015
2	U.S. Law	Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128)	Effective July 22, 2014
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 in the District of Columbia	October 2015
5	D.C. Law	Fiscal Year 2016 Budget Support Act of 2015 (D.C. Law 21-158, Sec. 2122)	Effective August 11, 2015
6	Mayor’s Order	Mayor’s Order 2014-232: Establishment – Adult Career Pathways Task Force	October 9, 2014

C.3 DEFINITIONS

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

Adult Education – Academic instruction and education services below the postsecondary level that increase an individual’s ability to read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; transition to postsecondary education and training; and obtain employment.

Career Pathways Task Force - Task Force charged with developing and overseeing implementation of a cross-agency plan with recommendations for connecting basic skills programs to career pathways; setting shared, city-wide priorities; and identifying opportunities

for alignment and collaboration between the District’s education, workforce, and human services providers.

Career Pathways Innovation Fund- Grant funds allocated to design, pilot, and scale best practices in the implementation of adult career pathways and improve District performance as mandated by WIOA, and in accordance with the Career Pathways Task Force strategic plan beginning in fiscal year 2017.

Career Pathways – Workforce development strategy for organizing and improving the effectiveness of education and training while building on Sector Strategies in high-demand and high-growth industries to ensure the effectiveness and relevance of education and training to the area labor market.

Community of Practice – In the context of this solicitation, a community of adult education and occupational training providers that will work collaboratively on improving the quality and coordination of services to District of Columbia residents through facilitated professional development.

Integrated Education and Training – A service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster, for the purpose of educational and career advancement. A prominent example of this type of service provision is the State of Washington’s Integrated Basic Education and Skills Training Program (I-BEST) model.

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.

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.

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. Adult education, as defined above, is included in this system.

C.4 BACKGROUND

The District’s Adult Career Pathways Task Force (CPTF), which was established under the Fiscal Year 2015 Budget Support Act of 2014, requires the Workforce Investment Council (WIC) to convene a Task Force that developed a cross-agency strategic plan for connecting adult basic skills programs administered in the District (classified as adult education under WIOA) that was published in October 2015; as well as providing ongoing guidance on implementation of this plan and additional findings. The plan includes recommendations for

connecting basic skills programs to career pathways; sets shared, city-wide priorities; and identifies opportunities for alignment and collaboration between the District's education, workforce, and human services providers.

The Career Pathways Task Force's efforts are also consistent with the Workforce Innovation and Opportunity Act's (WIOA) provisions on the development of strategies to support the use of career pathways for the purpose of providing individuals, including low-skilled adults, youth, and individuals with barriers to employment (including individuals with disabilities), with workforce investment activities, education, and supportive services to enter or retain employment. As part of the District's ongoing WIOA implementation efforts, the DC WIOA State Workforce Development Strategic Plan was recently released and provides additional information on workforce system priorities that build on the Career Pathways Strategic Plan's content.

The Fiscal Year 2016 Budget Support Act of 2015 requires the WIC to issue Career Pathways Innovation grants to design, pilot, and scale best practices in the implementation of adult career pathways and improve District performance as mandated by WIOA, and in accordance with the Career Pathways Task Force strategic plan beginning in fiscal year 2017. In-line with Career Pathways Task Force recommendations, the WIC is developing a Career Pathways Community of Practice to provide professional development and technical assistance to adult education and workforce providers in the District in order to prepare them for the issuance of FY17 grants and better align the workforce development system along a career pathways framework. The professional development will focus on the DC economy and sector strategies, program design and curriculum, and system alignment, delivered through forums and webinars. Similar to national best practices (Minnesota FastTRAC, MarylandEARN, and Georgia FastTrack), fiscal year 2017 funding will fund career pathway initiatives within high-demand industries that bring together adult education and workforce providers, employers, post-secondary institutions, nonprofits, economic development authorities and other workforce development system stakeholders. The initiatives will focus on populations with low skills and/or barriers to employment and upskilling them quickly to enter and move forward into a career pathway. Successes identified from these initiatives will be scaled and replicated moving forward.

The goal of the Community of Practice is to: 1). Enhance and improve adult education and workforce services provided in the District through the adoption of career pathways models and best practices; 2). Strengthen outcomes for DC residents through these enhanced services; 3) Prepare providers to become a part of a career pathways system, demonstrated in part through the FY17 Innovation Grants.

C.5 REQUIREMENTS

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

- C.5.1** Develop and submit a project work plan for interim deliverables, trainings, and activities, with timelines and milestones, in coordination with WIC staff and informed by feedback from provider assessment.
- C.5.2** Conduct weekly conference calls with WIC staff regarding updates, implementation, and progress of COP.

- C.5.3** Meet with the Career Pathways Task Force Quarterly to provide updates, facilitate discussions, and receive feedback on COP and associated research and activities.
- C.5.4** Assess provider and partner interest in participating in the Career Pathways Community of Practice to inform planning for capacity and training timeline. Develop system to ensure equitable access to all Community of Practice events across workforce system.
- C.5.5** Develop methods to gauge and assess impact Community of Practice has on both participating individuals and the system as a whole, including but not limited to items such as increased knowledge, incorporation of best practices, and enhanced outcomes. Conduct post assessment following each training event as well as an annual comprehensive assessment.
- C.5.6** Plan, design, and facilitate trainings for in-person and webinar-based professional development on the following topics under a career pathways lens, including marketing, outreach, and registration, designing curriculum, creating PowerPoints and handouts, and facilitating trainings. The number of events, dates, and locations will be determined in conjunction with WIC staff. Topics to be covered shall include:
 - C.5.6.1** **DC Economy and Sector Strategies**
 - C.5.6.1.1** In-depth review of the District’s economy, high-growth industries, and future projections;
 - C.5.6.1.2** Use LMI data to: inform program offerings with a focus on occupations within the WIC’s high demand occupation list and better understand the needs of DC jobseekers; and
 - C.5.6.1.3** Develop sector based career pathways with a focus on career mapping and engaging employers, within areas of the WIC’s high demand occupation list.
 - C.5.6.2** **Program Design and Curriculum**
 - C.5.6.2.1** Assist providers in identifying curricular and certification needs that link to business and high-demand sectors;
 - C.5.6.2.2** Optimal methods for incorporation of Integrated Education and Training in program design (including how this can be introduced for those students at low literacy levels through career awareness); and
 - C.5.6.2.3** Provide expertise and best practices on instruction of communications skills, critical thinking/problem solving skills and other core skills – with an emphasis on communication, critical thinking, quantitative reasoning and other (soft skills) that employers require.
 - C.5.6.3** **System Alignment**
 - C.5.6.3.1** How to provide guidance and counseling on career options and necessary transitions to the next step of the pathway, including a focus on identifying and establishing partnerships with other providers, local postsecondary education and training entities, including apprenticeship programs and employers, and District agencies (in conjunction with WIC and DC agency staff); and

- C.5.6.3.2** How to successfully connect students with wraparound supports such as child care, transportation, disability/behavioral health services, and public benefits (in conjunction with WIC and DC agency staff).
- C.5.7** Provide additional technical assistance to training attendees/participating providers as requested by attendees or WIC staff. Provide the WIC with any summaries on the technical assistance provided.
- C.5.8** Conduct research and analysis on specific career pathways, including mapping existing public sector and private sector (including nonprofit) resources that can be navigated to complete a career pathway and identifying gaps in existing services relative to business and jobseeker needs, including a support services gap analysis.
- C.5.9** Create DC Specific career pathways roadmap tools, based on LMI and business input in 5 high-demand sectors (Construction, Hospitality, Law Enforcement and Security, Healthcare, IT and Business Administration), illustrating credentials and skills needed to move forward in a pathway.
- C.5.10** Build and manage a virtual site to serve as the hub of the Community of Practice. The site shall contain DC-specific as well as national resources applicable to COP participants, identified by the Contractor. The site shall include multiple functionalities, giving users the ability to submit questions and submit resources for review.

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 (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of 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 CA identified in section G.9 in accordance with the following:

Item	Deliverable	Quantity	Format/Method of Delivery	Due Date
001	Project Work Plan as stated in C.5.1.	Draft and final version	Electronic submission to WIC	Draft Within 10 days of award. Final version within one week of completion of provider assessment.
002	Participate in conference calls as stated in C.5.2.	1 per week for duration of award.	By phone.	Within one week of award and weekly thereafter.
003	Attend and Facilitate Career Pathways Task Force meetings upon request as stated in C.5.3.	Up to 4 meetings	Attendance and facilitation by one or more contractors staff	Within 3 weeks of award and then on a quarterly basis thereafter

			contributing to this work.	
004	Conduct and deliver assessment of provider interest in COP participation as stated in C.5.4.	1	Electronic submission to WIC	Within 6 weeks of award
005	Develop methods to gauge and assess impact of Community of Practice and conduct assessments as stated in C.5.5.	1 overall plan to gauge impact, no less than 9 assessments	Methods and results provided thought electronic submission to WIC	Plan within 8 weeks of award, assessment results within one week after professional development training takes place.
006	Conduct research and analysis on specific career pathways as detailed in C.5.8.	Draft and final version	Report provided through electronic submission to WIC	Draft due within 8 weeks of award. Final due within 10 weeks of award.
007	Create DC Specific career pathways roadmap tools as stated in C.5.9.	5	Provided to WIC through electronic means.	Within 16 weeks of award.
008	Build and manage a virtual site to serve as the hub of the Community of Practice as stated in C.5.10.	1	Site should be accessible to all COP participants and agency staff	Within 12 weeks of award.
009	Provide technical assistance to training attendees as stated C.5.7.	As requested, not to exceed 8 programs.	Summaries of work provided to WIC through electronic submission.	Within 12 weeks of award and throughout contract period as requested.
010	Plan, design, conduct professional development trainings, both in person and virtual as stated in C.5.6.	No more than 10 events.	Dependent on nature of event. Handouts and materials should be printed and provided to participants at in-person trainings.	Within 12 weeks of award and throughout contract period.

Note: Some deliverable due dates may shift due to project needs and may be renegotiated by the WIC and Contractor.

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

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared and submitted electronically to:
OFRMaccounts payable@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 and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 PARTIAL PAYMENTS

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

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is in accordance with the following:
 - "Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B"; and
- c) Presentation of a properly executed invoice.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

- a) the 3rd day after the required payment date for meat or a meat product;

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST
Director of Contracts, Procurement and Grants
Office of the Deputy Mayor for Planning and Economic Development
1015 Half Street, S.E., Suite 675
Washington, D.C. 20003
Direct: (202) 724-8111 Fax: (202) 727-9006
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 ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

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

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

Jeanna Fortney
Career Pathways Coordinator
Office of the Deputy Mayor for Greater Economic Opportunity
Workforce Investment Council (WIC)
2235 Shannon Place, S.E., Suite 3031
Washington, D.C. 20020
Direct: 202 671-1554
Email: Jeanna.fortney@dc.gov

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

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

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

G.10 HOURLY RATE CEILING

G.10.1 The ceilings for specified hourly rate items are set forth in Section B.3, CLINs 0001A - 0001K.

G.10.2 The hourly rates in this contract shall be fully loaded and include wages, overhead, general and administrative expenses, and profit and the total cost to the District shall not exceed the ceilings specified in Section B.3, CLINs 0001A - 0001K.

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 hourly rate ceilings.

G.10.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the contract will be either greater or substantially less than the hourly rate ceilings.

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

- G. 10.6** The District is not obligated to reimburse the Contractor for services incurred in excess of the hourly rate ceilings specified in Section B.3, CLINs 0001A - 0001K and the Contractor is not obligated to continue providing services under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the hourly rate ceilings specified in Section B.3, CLINs 0001A - 0001K until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised hourly rate ceilings in this contract.
- G. 10.7** No notice, communication, or representation in any form from any person other than the CO shall change the hourly rate ceilings. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the hourly rate ceilings, whether such costs were incurred during the course of contract performance or as a result of termination.
- G. 10.8** If any hourly rate ceilings specified in Section B.3, CLINs 0001A – 0001K are increased, any costs the Contractor incurs before the increase that are in excess of the previous hourly rate ceilings 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 hourly rate ceilings specified in Section B.3, CLINs 0001A – 0001K unless the change order specifically increases the hourly rate ceilings.

G.11 COST REIMBURSEMENT

- G.11.1** Cost reimbursement ceiling for CLINs 0002 and 0003 are set forth in Section B.3.
- G.11.2** The costs for performing CLINs 0002 and 0003 shall not exceed the cost reimbursement ceiling specified in Section B.3 without an executed contract modification from the CO.
- G.11.3** The Contractor agrees to use its best efforts to perform the work specified in CLINs 0002 and 0003, and to meet all obligations under this contract within the cost reimbursement ceiling for said CLINs.
- G.11.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of CLINs 0002 and 0003 will be either greater or substantially less than the cost reimbursement ceiling.
- G.11.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost reimbursement items.
- G.11.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, CLINs 0002 and 0003, 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, CLINs 0002 and 0003 until he notifies the

Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceilings for performing said CLINs.

- G.11.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.11.8** If any cost reimbursement ceiling specified in Section B.3, CLINs 0002 and 0003 are 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 increases are solely to cover termination or other specified expenses.
- G.11.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.11.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the D.C. Procurement Practices Reform Act of 2010 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. 2, dated December 29, 2015, 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.

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. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

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

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

4. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 limits per occurrence, including the District of Columbia as additional insured.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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

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

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

- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

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.

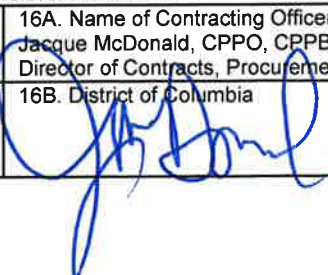
I.12 COST AND PRICING DATA

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.

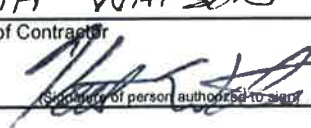
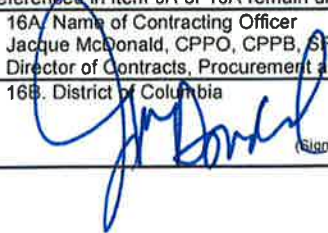
SECTION J: ATTACHMENTS

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) available at www.ocp.dc.gov click on "Solicitation Documents"
J.2	U.S. Department of Labor Wage Determination No. 2015-4281 Revision No. 2, dated December 29, 2015
J.3	Reserved
J.4	Reserved
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice 2017 available at www.ocp.dc.gov click on "Solicitation Documents"
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet 2017 available at www.ocp.dc.gov click on "Solicitation Documents"
J.7	Growth Transitions, Inc. dba Maher & Maher's Technical and Price Proposals, dated November 14, 2016
J.8	Growth Transitions, Inc. dba Maher & Maher's Response to Follow-up Questions, dated December 29, 2016

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCEB-2016-C-2015	Page of Pages 1 1	
2. Amendment/Modification Number M02	3. Effective Date August 15, 2017	4. Requisition/Purchase Request No.	5. Solicitation Caption Workforce Development Grant and Technical Writing Services		
6. 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	7. Administered by (If other than line 6) Office of the Deputy Mayor for Greater Economic Opportunity Workforce Investment Council (WIC) 2235 Shannon Place, S.E., Suite 3031 Washington, D.C. 20019		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Jeffrey C. Marcella Consulting 6520 N. Campbell Avenue Chicago, IL 60645		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)	
Code		Facility		X 10A. Modification of Contractor/Order No. DCEB-2016-C-2015	
				10B. Dated (See Item 13) August 15, 2016	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, the changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:					
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2©					
X D. Other (Specify type of modification and authority) 27 DCMR, Chapter 2008, Exercise of Options					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>In accordance with Section F.2 – Option to extend the term of the contract, Jeffrey C. Marcella Consulting, Contract No. DCEB-2016-C-2015, dated August 15, 2016, for Workforce Development Grant and Technical Writing Services, the District hereby exercises option year one.</p> <p>1. The period of performance shall be August 15, 2017 through August 14, 2018.</p> <p>2. The estimated not to exceed amount for option year one is \$49,044.00.</p>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants			
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				(Signature of Contracting Officer) 8-10-17	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCEB-2016-C-2015	Page of Pages 1 1
2. Amendment/Modification Number M02	3. Effective Date August 15, 2017	4. Requisition/Purchase Request No.	5. Solicitation Caption Workforce Development Grant and Technical Writing Services	
6. 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	7. Administered by (If other than line 6) Office of the Deputy Mayor for Greater Economic Opportunity Workforce Investment Council (WIC) 2235 Shannon Place, S.E., Suite 3031 Washington, D.C. 20019	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Jeffrey C. Marcella Consulting 6520 N. Campbell Avenue Chicago, IL 60645 Code Facility		9A. Amendment of Solicitation No.		
		9B. Dated (See Item 11)		
		X 10A. Modification of Contractor/Order No. DCEB-2016-C-2015		
		10B. Dated (See Item 13) August 15, 2016		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, the changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:				
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2©				
X D. Other (Specify type of modification and authority) 27 DCMR, Chapter 2008, Exercise of Options				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
<p>In accordance with Section F.2 – Option to extend the term of the contract, Jeffrey C. Marcella Consulting, Contract No. DCEB-2016-C-2015, dated August 15, 2016, for Workforce Development Grant and Technical Writing Services, the District hereby exercises option year one.</p> <p>1. The period of performance shall be August 15, 2017 through August 14, 2018.</p> <p>2. The estimated not to exceed amount for option year one is \$49,044.00.</p>				
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	8-10-17	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number DCEB-2016-C-1001	Page of Pages 1 1	
2. Amendment/Modification Number M05	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Consultant Services for the District's State Workforce Plan	
6. Issued by: Code 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		7. Administered by (If other than line 6) Office of the Deputy Mayor for Greater Economic Opportunity Workforce Investment Council (WIC) 2235 Shannon Place, SE, Suite 3031 Washington, D.C. 20020		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Kairos Management, Inc. 1341 H Street NE #201-L Washington, DC 20002 Keith Watson, President Code Facility		9A. Amendment of Solicitation No.	9B. Dated (See Item 11)	
		X 10A. Modification of Contractor/Order No. DCEB-2016-C-1001	10B. Dated (See Item 13) December 2, 2015	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:				
(X) C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2(c)				
D. Other (Specify type of modification and authority) Bilateral in accordance with:				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
<p>In accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010, Paragraph 15, Changes, Kairos Management, Inc., Contract No. DCEB-2016-C-1001, dated December 2, 2015, for the provision of Consultant Services for the District's State Workforce Plan is hereby modified as follows:</p> <ol style="list-style-type: none"> 1. Kairos Management, Inc.'s Option Year Two Price Proposal, dated September 12, 2017, in response to the District's attached Option Year Two Statement of Work is incorporated in its entirety and made part of the contract. 2. Section B.3.3 – Option Year Two - Price Schedule is <u>deleted</u> and <u>substituted</u> with Attachment A - Price Schedule. 				
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print) KEITH WATSON		16A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants		
15B. Name of Contractor 		15C. Date Signed 9.14.17		16B. District of Columbia 
				16C. Date Signed 9-18-17

**Kairos Management, Inc. DCEB-2016-C-1001
Consultant Services for the District's State Workforce Plan**

B.1 OPTION YEAR TWO – SCOPE OF WORK

The District of Columbia, Office of the Deputy Mayor for Planning and Economic Development, (DMPED) on behalf of Workforce Investment Council (WIC) (the "District") has a continuing requirement for Kairos Management, Inc. to assist in implementing the District's State Workforce Plan.

B.2 RESERVED

B.3 PRICE SCHEDULE – LABOR HOUR/COST REIMBURSEMENT

B.3.1. BASE YEAR - (Date of Award through September 30, 2016)

B.3.2. OPTION YEAR ONE – (October 1, 2016 through September 30, 2017)

B.3.3 OPTION YEAR TWO - (October 1, 2017 through September 30, 2018)

LABOR HOUR

Contract Line Item No. (CLIN)	Item Description	Labor Hours	Hourly Labor Rate	Total Estimated Price
2001	Consultant Services for the District's State Workforce Plan and WIOA Implementation	<u>1925</u>	\$132.00	<u>\$ 254,100.00</u>
Total Estimated Labor Price				<u>\$ 254,100.00</u>

NOTE: The District estimates the costs for option year two in the range of \$260,000 to \$275,000 for all labor hours and travel expenses.

COST REIMBURSEMENT

Contract Line Item No. (CLIN)	Item Description	Not-To-Exceed Cost
2002	Travel Expenses for Contractor and/or Subcontractors (Reimbursable up to total estimated price)	<u>\$ 12,000.00</u>
Total Not-to-Exceed Costs		

Grand Total - B.3.3 Option Year Two - \$ 266,100.00

**Kairos Management, Inc. DCEB-2016-C-1001
 Consultant Services for the District's State Workforce Plan**

C.1: OPTION YEAR TWO REQUIREMENTS

- C.1.1 Provide administrative and logistical support to the efforts of the WIC Board and staff with the implementation of the District's Workforce State Plan;
- C.1.2 Advise the WIC Executive Director on the coordination of communications strategy related to the delivery of technical assistance, WIOA specific outreach, and public facing WIOA activities;
- C.1.3 Implement the WIC's WIOA centered internal and external communications activities including press releases, WIOA focused public awareness and comment forums, technical assistance activities, newsletter distribution, and content development. Provide onsite support (with space provided by the WIC) to WIC leadership in coordinating and implementing WIC communications strategy;
- C.1.4 Provide training to the WIC staff and WIC Board on WIOA policy, strategic planning and implementation. Provide support on various topics related to WIOA policy and implementation to the Board and WIC subcommittees;
- C.1.5 Develop an online dashboard that provides quarterly performance data related to state workforce services and outcomes data under WIOA, workforce performance and labor market information. Develop the prototype dashboard by connecting the data to real data which shall be updated on a monthly, quarterly, and annual basis depending upon data availability;
- C.1.6 Provide assistance with the finalization of the WIC Policy Manual, including identifying key decision points based on WIOA regulations and best practices from other states. Provide technical assistance regarding guidance and interpretation related to the policies to the workforce system; and
- C.1.7 Provide assistance with modification and finalization of the Unified State Plan, including identifying key decision points based on WIOA regulations and best practices from other states.

F.3. OPTION YEAR TWO DELIVERABLES

Item	Deliverable	Quantity	Format/ Method of Delivery	Due Date
001	Communication related products including press releases and newsletters, as stated in C.1.3.	At least 12 monthly communications.	Electronic document submission to WIC staff and to relevant partners and stakeholders	Monthly by the 5th day of each month.

**Kairos Management, Inc. DCEB-2016-C-1001
 Consultant Services for the District's State Workforce Plan**

002	Provide training sessions to WIC staff, board, and workforce leaders including all associated materials and handouts, as stated in C.1.4	At least 4 training sessions.	Held in-person at locations to be determined by WIC staff	All 4 sessions completed by September 30, 2018
003	Develop online dashboard that provides quarterly and annual performance data related to state workforce services and outcomes data under WIOA as stated in C.1.5.	Prototype dashboard	Electronic dashboard accessible online	February 1, 2018
004	Produce written policy updates and technical assistance guidance in accordance with system needs and WIOA regulations as stated in C.1.6.	At least 2 (at least 1 draft and 1 final version incorporating feedback)	Electronic document submission to WIC staff	First draft: February 1, 2018 Final version: April 30, 2018
005	Produce written Unified State Plan updates and technical assistance as stated in C.1.7.	At least 3 draft (AT least 1 draft and 1 final version incorporating feedback)	Electronic document submission to WIC staff	First draft: March 1, 2018 Final version to be completed by June 30, 2018.

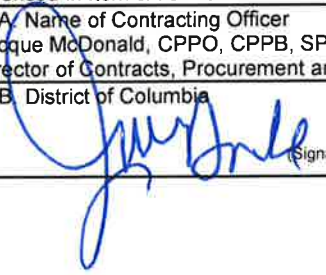
***NOTE:** Some deadlines may shift due to project needs and may be renegotiated by the WIC and the Contractor.



Keith Watson, President (Signature)
 Kairos Management, Inc.

9.12.17

Date

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DCEB-2015-C-1003	Page of Pages 1 1
2. Amendment/Modification Number M09	3. Effective Date October 1, 2017	4. Requisition/Purchase Request No.	5. Solicitation Caption Consultant Services for Adult Career Pathways Task Force (ACPTF)	
6. 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	7. Administered by (If other than line 6) Office of the Deputy Mayor for Greater Economic Opportunity Workforce Investment Council (WIC) 2235 Shannon Place, SE, Suite 3031 Washington, D.C. 20020	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Kairos Management, Inc. 1341 H Street NE #201-L Washington, DC 20002		Code	Facility	9A. Amendment of Solicitation No.
				9B. Dated (See Item 11)
				X 10A. Modification of Contractor/Order No. DCEB-2015-C-1003
				10B. Dated (See Item 13) May 1, 2015
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTORS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:				
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR 3601.2(c)				
X D. Other (Specify type of modification and authority) Bilateral in accordance with 27 DCMR 3601.2 (c):				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
1. In accordance with Section F-2 – Option to Extend the Term of the Contract, Contract No. DCEB-2015-C-1003, dated May 1, 2015, Kairos Management, Inc., for the provision of Consultant Services for Adult Career Pathways Task Force (ACPTF), the District hereby exercises Option Year Three. 2. The period of performance shall be October 1, 2017 through September 30, 2018. 3. The estimated price for Option Year Three is in the Not-To-Exceed amount of \$72,960.00.				
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Jacque McDonald, CPPO, CPPB, SPSM, MBA, MST Director of Contracts, Procurement and Grants		
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 9-26-17	