

Question 9(ii)

AMENDMENT OF SOLICITATION / MODIFICATION OF HCA			1. Contract Number CW57414	Page of Pages 1 2
2. Amendment/Modification Number M01	3. Effective Date See 16c	4. Requisition/Purchase Request No.		5. Solicitation Caption General Training
6. Issued by: Office of Contracting and Procurement 441 4 th Street NW 700S Washington, DC 20001		7. Administered by (If other than line 6) The Department of Employment Services 4058 Minnesota Ave NE Washington, DC 20019		
8. Name and Address of Contractor (No. street, city, county, state and zip code) McKinsey Social Initiative/Generation: You Employed 1200 19 th Street, NW-Suite 910 Washington, DC 20036 (202) 629-4410 generationusa@mckinseysocialinitiative.org POC: Dr. Mona Mourshed/VP		9A. Amendment of Solicitation 9B. Dated (See Item 11) X 10A. Modification of Contract Order No. CW57414 10B. Dated (See Item 13) December 28, 2017		
Code	Facility			
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 _____ copies 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): 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 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
X D. Other (Specify type of modification and authority) 27 DCMR Section 3601.2 (c) Contract Modifications				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This modification for Contract No. CW57414 is hereby modified as described below:				
1. McKinsey Social Initiative shall now be referred to as Generation: You Employed 2. Section G.2.1, REPLACE "Jerome A. Johnson Email: Jerome.Johnson@dc.gov WITH Tia Mercer Email: Tia.Mercer@dc.gov " 3. All other terms of the HCA remain unchanged.				
Except as provided herein, all terms and conditions of the document 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		
		Tia Mercer		
15B. McKinsey Social Initiative/Generation: You Employed	15C. Date Signed	16B. District of Columbia	16C. Date Signed	
(Signature)				
		(Signature of Contracting Officer)		

Question 9(ii)

CONTINUATION SHEET AMENDMENT OF SOLICITATION / MODIFICATION OF HCA	1. Contract Number	Page of Pages	
	CW57414	2	2

HCA Recap

Human Care Agreement Executed	December 28, 2017 – December 27, 2018	\$300,000.00
Modification No. 1	Administrative Change	-----
Total HCA Value		<u>\$300,000.00</u>

Question 9(ii)



GOVERNMENT OF THE DISTRICT OF COLUMBIA

HUMAN CARE AGREEMENT										PAGE 1	OF 23			
1. CONTRACT NUMBER: CW57414					2. PURCHASE REQUEST NO.: Multiple Purchase Orders					3. EFFECTIVE DATE: See box 13(c)				
4. ISSUING OFFICE: Office of Contracting and Procurement 441 4 th Street, NW – 700S Washington, DC 20001					5. ADMINISTERED BY (If other than item 3): District of Columbia Government Department of Employment Services 4058 Minnesota Avenue, N.E., Suite 3900 Washington, DC 20019									
6. NAMES AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code) McKinsey Social Initiative 1200 19 th Street, NW – Suite 910 Washington, D.C. 20036 Attn: Sean Segal (650)-440-2094 –OF sean@generation.org														
7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: District of Columbia Government Department of Employment Services Office of the Chief Financial Officer 4058 Minnesota Avenue, NE Washington, DC 20019 Does.accounts payable@dc.gov					8. DISTRICT SHALL SEND ALL PAYMENTS TO: McKinsey Social Initiative 1200 19 th Street, NW – Suite 910 Washington, D.C. 20036 Attn: Sean Segal (650)-440-2094 –OF sean@generation.org									
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST														
ITEM LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT								
		See Section B	See Section B	See Section B	See Section B	See Section B								
						Not-To-Exceed (NTE) Amount			\$300,000.00					
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINE#	AGY	YEAR	INDEX	PCA	OBJ	ACBJ	GRANT/PR	PROG/PR	IG1	IG2	IG3	PERCENT	FUND SOURCE	AMOUNT
A. SOARS/STEM OBLIGATION CODE: See Purchase Order				B. Name of Financial Officer (Typed): N/A				C. Signature: N/A				D. Date: N/A		
11. PERIOD OF HUMAN CARE AGREEMENT														
Starting Date: See box 13(c)						Ending Date: One (1) Year from Date in Box 13 (c)								
HUMAN CARE AGREEMENT SIGNATURES														
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under purchase orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
12. FOR THE PROVIDER/CONTRACTOR						13. FOR THE DISTRICT OF COLUMBIA								
A. Name and Title of Authorized Signer (Type or print) Name: Title: Sean Segal, Chief Operating Officer						A. Name of Contracting Officer (Type or print) Name: Jermine Johnson								
B. Signature of (McKinsey Social Initiative) 						C. DATE 12/22/2017		B. Signature of CONTRACTING OFFICER: 				C. DATE 12-28-17		

Question 9(ii)

SECTION B: SERVICES

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the District of Columbia Department of Employment Services ("District") is entering into a Human Care Agreement (HCA) with the McKinsey Social Initiative ("MSI") to provide General Training Services to eligible District residents.
- B.2** The Human Care Agreement is based on fixed-unit prices.
- B.3** The HCA is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded HCAs will be eligible to receive purchase orders from the District. The District is obligated only to the extent that authorized task orders are made pursuant to the HCA.
- B.4** Delivery or performance shall be made only as authorized by purchase orders issued in accordance with the Ordering Clause Section G.1.
- B.4.1** The purchase orders pursuant to this HCA shall specify the number of participants to whom the Provider shall furnish training services. The scope of the services to be provided is specified in Section C of this HCA.
- B.4.2** Any purchase order issued during the effective period of this HCA must be completed by the Provider within the time specified in the purchase order. The HCA shall govern the Provider's and District's rights and obligations with respect to that purchase order to the same extent as if the purchase order were completed during the effective period of this HCA, provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.
- B.4.3** DOES maintains the right to adjust the number of task order awards and amounts based on funding availability. DOES shall not be liable for any costs incurred in the preparation of proposal applications in response to the HCA. Contractor(s) agrees that all costs incurred in developing the application are the Applicant's sole responsibility.

B.5 PRICE SCHEDULE

B.5.1 Base Year (Not-to-Exceed \$300,000.00)

Contract Line Item No.	Item Description	Unit	Total Price (not-to-exceed)
0001	Generations Hospitality (Cohort of up to 30 Participants)	Per Participant	<u>\$2,800.00</u>

B.5.2 Option Year 1 (Not-to-Exceed \$300,000.00)

Contract Line Item No. (CLIN)	Item Description	Unit	Total Price (not-to-exceed)
1001	Generations Hospitality (Cohort of up to 30 Participants)	Per Participant	<u>\$2,500.00</u>

Question 9(ii)

B.5.3 Option Year 2 (Not-to-Exceed \$300,000.00)

Contract Line Item No. (CLIN)	Item Description	Unit	Price (not-to-exceed)
2001	Generations Hospitality (Cohort of up to 30 Participants)	Per Participant	<u>\$2,500.00</u>

B.5.4 Option Year 3 (Not-to-Exceed \$300,000.00)

Contract Line Item No. (CLIN)	Item Description	Unit	Price (not-to-exceed)
3001	Generations Hospitality (Cohort of up to 30 Participants)	Per Participant	<u>\$2,500.00</u>

B.5.5 Option Year 4 (Not-to-Exceed \$300,000.00)

Contract Line Item No. (CLIN)	Item Description	Unit	Price (not-to-exceed)
4001	Generations Hospitality (Cohort of up to 30 Participants)	Per Participant	<u>\$2,500.00</u>

B.6 A determination of fair and reasonable price will be based on Market Research rates for providing comparable services in the District. Rates charged to the District shall not exceed the Provider's rates charged to the Provider's most preferable customers. In awarding HCAs to a Provider under both RFQs, the District must find that the Provider is qualified to satisfy all of the District's requirements.

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

Question 9(ii)

SECTION C: SCOPE/DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 STATEMENT OF WORK

- C.1.1** The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) is entering into a Human Care Agreement (HCA) with the McKinsey Social Initiative ("MSI") to provide General Training Services to eligible District residents.

C.2 APPLICABLE DOCUMENTS

Table C.2.1: Applicable documents

Item No.	Document Type	Title	Date
0001	Federal Law	Workforce Innovation Opportunity Act (WIOA)	As of 2014
0002	DC Regulation	Title 27 of the District of Columbia Municipal Regulations, as amended, Contracts and Procurements	As amended to date
0003	DC Law	Procurement Practices Act http://www.dccouncil.washington.dc .	As of 2006

C.3 SCOPE

The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Department of Employment Services (DOES) ("District") is entering into a Human Care Agreement (HCA) with the McKinsey Social Initiative ("MSI") to provide General Training Services to eligible District residents.

C.3 DEFINITIONS AND ACRONYMS

- C.3.1 Definitions:** These terms when used in this HCA have the following meanings:

- C.3.1.1 Placement:** Services that specifically assist participants with finding and acquiring employment opportunities to include unsubsidized employment, military, post-secondary education and advanced training.

- C.3.1.2 [RESERVED]**

- C.3.1.3 Work Based Training:** Training provided to District residents that is a planned, structured, time-limited learning experience that takes place in a workplace. The Applicant shall be able to establish employer relationships and partnerships with organizations to help Participants gain real world experience; gain entry into a full-time job; get college credit for learning experiences and explore a career.

- C.3.1.4 [RESERVED]**

- C.3.1.5 Job search and job readiness assistance:** The act of seeking or obtaining employment; preparation to seek or obtain employment, including life skills training.

Question 9(ii)

C.3.1.6 [RESERVED]

C.3.1.7 Subsidized Private Sector Employment: Employment in the private sector for which the employer receives a subsidy from DOES or other public funds to offset some or all of the wages and costs of employing an individual.

C.3.1.8 Work Experience: A work activity, performed in return for welfare that provides an individual with an opportunity to acquire the general skills, knowledge, and work habits necessary to obtain employment. The purpose of work experience is to improve the employability of those who cannot find unsubsidized full-time employment. This activity must be supervised by an employer, work site sponsor, or other responsible party on an ongoing basis no less frequently than once in each day in which the individual is scheduled to participate.

C.3.1.9 Workforce Innovation and Opportunity Act (WIOA): WIOA is a federal program funded through the U.S. Department of Labor. WIOA is the main source of federal funds for workforce development activities throughout the nation. WIOA funding, which is distributed to states and, subsequently, sub-state agents, is used to serve two primary customers—businesses and job seekers. Services are managed and provided by local agents, which must meet performance goals set by DOL and the respective state oversight agency.

C.4 BACKGROUND

C.4.1 DOES is the agency whose mission is to plan, develop, and administer workforce development services to District of Columbia residents. DOES provides a range of programs and services to job seekers, including job development, job search assistance, self-directed job searches, vocational training, apprenticeship, unemployment insurance, transitional employment, and referrals to supportive services and educational programs.

C.4.2 Specifically, the mission of the DOES Office of Workforce Development is to prepare District residents for the workforce and to connect them to employment opportunities. DOES is dedicated to educating participants about workforce readiness, high-growth industry career exploration, and academic enrichment through experiential, hands-on programs.

C.4.3 [RESERVED]

C.4.4 DOES seeks to address these challenges through training by encouraging and supporting participants to gain both the educational credentials and occupational skills that will prepare them for the workforce. Participants who need immediate employment will be provided with all the necessary support to obtain employment, and benefit from job-readiness and employment training, as well as experience in the workplace through activities such as job shadowing, internships and career development.

C.5 REQUIREMENTS

C.5.1 GENERAL REQUIREMENTS

C.5.1.1 The Provider shall implement a program or programs that offer the following types of training: work readiness, work-based, employment retention, case management, career coaching services and job placement for which the Provider has been deemed qualified per Doc218522 – Training Services.

C.5.1.2 The Provider shall implement a program(s) that meet all the goals for the District as outlined in the background section of this HCA (Section C.4).

Question 9(ii)

- C.5.1.3 [RESERVED]**
- C.5.1.4** The Provider shall provide basic case management to all participants as directed by DOES. See attached DOES Case Management Guidance (Attachment J.12).
- C.5.1.5 [RESERVED]**
- C.5.1.6 [RESERVED]**
- C.5.1.7 [RESERVED]**
- C.5.1.8** The Provider shall develop and implement a strategic collaboration with employers.
- C.5.1.9** The Provider shall deliver training to participant for a single occupation with demonstrable employment opportunities for participant. The training shall concentrate on the employer-recognized skill-set requirements for the selected occupation. The program shall also teach participants about the industry sector or occupational cluster encompassing the selected occupation. In addition to placing participants in employment, Providers shall encourage them to pursue post-secondary education or advanced occupational training.
- C.5.1.10** The Provider shall implement its strategy to retain participant until successful completion of program activities.
- C.5.1.11** The Provider shall provide DOES with copies of all performance documentation received by program participants as achieved.
- C.5.1.12** The Provider shall provide written reports to DOES detailing participant status/timesheets and issues, as well as following up on issue resolution. Detailed reporting requirements will be determined at orientation and provided in writing by the Contract Administrator.
- C.5.1.13 [RESERVED]**
- C.5.1.14** The Provider shall procure and schedule examinations that maybe associated with the training requirements as outlined in the Providers proposal (Section J.11).
- C.5.1.15** The Provider shall provide space, supplies, instructors, curriculum and other resources required to operate the program.
- C.5.1.16** The Provider shall provide accurate time and attendance for each participant, via email, to Contract Administrator.
- C.5.1.17 [RESERVED]**
- C.5.1.18** The Provider shall conduct Individual Service Strategies and monthly case notes for all participants assigned by DOES.
- C.6 [RESERVED]**
- C.7 PAYMENT SCHEDULE**
- C.7.1** DOES, at its discretion, may approve payments in whole or in-part consistent with the price schedule delineated in Section B. Should DOES exercise its discretion to approve payments in-part, the payment arrangement(s) shall be outlined in writing and made a part of the task order. Otherwise, payments shall be made in whole when services have been rendered in accordance with this HCA.

END OF SECTION C

Question 9(ii)

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

- D.1.1** The packaging and marking requirements for this HCA shall be governed by Clause 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.
- D.1.2** All packages, letters, documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA number.

D.2 MAILING FEES

- D.2.1** All postage and or mailing fees connected with the performance of this HCA shall be the responsibility of the Provider.

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

Question 9(ii)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

- E.1.1** The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the District's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010.
- E.1.2** DOES will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this HCA. DOES will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. DOES will interview participants to secure their feedback on their overall experience and the quality of services they are receiving.
- E.1.3** Staff from the DOES will conduct a minimum of one monitoring review of each Provider. Additionally, the DOES staff will review and investigate unusual incidents and complaints related to the services provided by the Provider.

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

Question 9(ii)

SECTION F: HUMAN CARE SERVICE DELIVERABLES AND PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year, and four (4) option years subject to an agreement of the parties, and subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA, the District may terminate this HCA for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July, 2010, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement as Attachment J.1

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order pursuant to this HCA.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 The service rates for the option periods shall be as specified in Section B.

F.3.3 If the District exercises an option under subsequent eligibility, the extended Human Care Agreement shall be considered to include this option provision.

F.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

F.4 DELIVERABLES

F.4.1 Deliverables

The Provider shall perform the activities required to successfully complete the District's requirements and submit each deliverable to DOES, CA in accordance with the following:

F.4.1 The Deliverables to this HCA will be outlined in individual purchase order(s).

END OF SECTION F

Question 9(ii)

SECTION G: HUMAN CARE AGREEMENT ADMINISTRATION

G.1 ORDERING CLAUSE

- G.1.1 The Office of Contract and Procurement extends the ability to place orders against this HCA to any District Government Agency under the authority of the Chief Procurement Officer of the District of Columbia as defined by the Procurement Practices Reform Act of 2010.
- G.1.2 All purchase orders are subject to the terms and conditions of this HCA. In the event of a conflict between purchase order and this HCA, the HCA shall prevail.
- G.1.3 If mailed purchase order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce method.
- G.1.4 The Provider shall not provide services under this HCA unless the Provider is in actual receipt of a purchase order for the period of the service that is signed by the CO.
- G.1.5 The Office of Contract and Procurement extends the ability to place orders against this HCA to any District Government Agency under the authority of the Chief Procurement Officer of the District of Columbia as defined by the Procurement Practices Act of 2010.

G.2 AGENCY CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

- G.2.1 The Agency Contracting Officer (ACO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

Jerome A. Johnson
Office of Contracting and Procurement
4058 Minnesota Avenue, NE Washington, D.C. 20019
Phone: (202) 671-3100
Email: Jerome.Johnson@dc.gov

G.3 CONTRACTING ADMINISTRATOR

- G.3.1 The Contracting Administrator (CA) is the representative Responsible for the general administration of this Human Care Agreement and Advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Administrator shall be assigned at the task order level for this HCA.

G.4 CONTACT PERSON

- G.4.1 For procurement information regarding this Human Care Agreement contact:

Tia Mercer
Office of Contracting Procurement
4058 Minnesota Ave N.E. Washington, D.C. 20019
Phone: (202) 671-3100
Email: tia.mercer@dc.gov

Question 9(ii)

G.5 INVOICE PAYMENT

- G.5.1** The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this HCA, for services performed and accepted, less any discounts, allowances or adjustments provided for in this HCA.
- G.5.2** The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Provider.

G.6 INVOICE SUBMITTAL

- G.6.1** The Provider shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contract Administrator (CA) specified below. The address of the OCFO is:

Agency Fiscal Officer
Office of the Chief Financial Officer
Department of Employment Services
4058 Minnesota Avenue, NE Washington, DC 20019
Email Address: docs.accounts payable@dc.gov

- G.6.2** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- (1) Provider name and address; name of individuals; location of Individuals;
- (2) Invoice date, number and the total amount due;
- (3) Period or date of service;
- (4) Description of service;
- (5) Quantity of services provided or performed to include service, and the frequency duration of each services;
- (6) Contract Line Item Number (CLIN), as applicable to each purchase order;
- (7) Purchase Order
- (8) Human Care Agreement number
- (9) Federal tax identification number
- (10) Any other supporting documentation or information, as required and;
- (11) Name, title, telephone number, and signature of the preparer.

- G.6.3** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

G.7 ASSIGNMENT OF HCA PAYMENTS

- G.7.1** In accordance with 27 DCMR 3250, the Provider 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 HCA.
- G.7.2** Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be made to more than one party.

*****END OF SECTION G*****

Question 9(ii)

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the **Wage Determination No. 2015-4281, Revision No.7, dated July 25, 2017** issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* The Provider shall be bound by the wage rates for the term of the HCA subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Provider 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 Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

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

H.3 FREEDOM OF INFORMATION ACT

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

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

II.4.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* ("First Source Act").

H.4.2 The Provider shall enter into and maintain, during the term of the HCA, a First Source Employment Agreement, in which the Provider shall agree that:

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

H.4.3 The Provider shall submit to DOES, no later than the 10th of each month following execution of the HCA, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the HCA shall include the:

- (1) Number of employees needed;

Question 9(ii)

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

H.4.4 If the HCA amount is equal to or greater than \$300,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

H.4.5 With the submission of the Provider's final request for payment from the District, the Provider shall:

- (1) Document in a report to the CO its compliance with section H.4.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.4.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The CO may waive the provisions of Section H.4.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Provider;
- (2) The Provider is located outside the Washington Standard Metropolitan Statistical Area and none of the HCA work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Provider enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the HCA.

H.4.7 Upon receipt of the Provider's final payment request and related documentation pursuant to Sections H.4.5 and H.4.6, the CO shall determine whether the Provider is in compliance with Section H.4.4 or whether a waiver of compliance pursuant to Section H.4.6 is justified. If the CO determines that the Provider is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.4.4, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the HCA. The Provider shall make payment to DOES.

Question 9(ii)

The Provider may appeal to the D.C. Contract Appeals Board as provided in this HCA any decision of the CO pursuant to this Section H.4.8.

H.4.9 The provisions of Sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**
During the performance of the HCA, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.6 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

H.7 **THE LIVING WAGE ACT OF 2006**

H.7.1 Except as described in H.7.8 below, the Provider shall comply with Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees' wages no less than the current living wage rate.

H.7.2 The Provider shall pay its employees and subcontractors who perform services under the HCA no less than the current Living Wage published on the OCP website at www.ocp.dc.gov.

H.7.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current Living Wage rate.

H.7.4 DOES may adjust the Living Wage annually and the OCP will publish the current Living Wage rate on its website at www.ocp.dc.gov.

H.7.5 The Provider shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.7.6 The Provider shall maintain its payroll records under the HCA in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the HCA.

H.7.7 The payment of wages required under the Living Wage Act of 2015 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.7.8 **Exemptions** –The following contracts and agreements are exempt from the Living Wage Act:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
- (2) Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current Living Wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

Question 9(ii)

- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act;
- (6) An employee under 22 years of age; employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); provided, however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.7.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.8 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

- H.8.1** Determining customers' eligibility for training.
- H.8.2** Assessing eligible customers' readiness to engage in training and their barriers.
- H.8.3** Matching customers to the Provider based on the results of the customer's assessment and the Provider's service offering.
- H.8.4** Paying the Provider its compensation based on the customer training as specified in the purchase order issued to the Provider.
- H.8.5** Monitoring and evaluating the Provider's performance.
- H.8.6** Modifying this HCA to comply with the program requirements.

Question 9(ii)

H.9 PROVIDER RESPONSIBILITY

H.9.1 The Provider bears responsibility for ensuring that the Provider/Provider fulfills all its Agreement requirements under any purchase order that is issued to the Provider pursuant to this Agreement.

H.9.2 The Provider shall notify the District immediately whenever the Provider does not have adequate participants, staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

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

Question 9(ii)

SECTION I: HUMAN CARE AGREEMENT 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 RFQ, the HCA, and any purchase orders under the HCA. To obtain a copy of the SCP go to Standard Contract Provisions.

I.2 PRE-AWARD APPROVAL

The award and enforceability of any purchase order issued under this HCA, where the aggregate value of the orders within a 12-month period is over one million dollars, is contingent upon approval of the Council of the District of Columbia.

In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code §2-301.05a, the Mayor must submit to the Council for approval any contract action over one million dollars with a 12-month period.

I.3 HUMAN CARE AGREEMENTS THAT CROSS FISCAL YEARS

Issuance by the District of purchase orders under this HCA beyond the current fiscal year is contingent upon future fiscal appropriations.

I.4 CONFIDENTIALITY OF INFORMATION

The Provider shall keep all participant information confidential and shall not use or disclose any participant information for any purpose not directly connected with fulfillment of the Provider's responsibilities under this HCA except by prior written permission of DOES or unless required by law or court order. The Provider shall adhere to all applicable federal and local confidentiality laws.

I.5 TIME

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

I.6 RIGHTS IN DATA

I.6.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to HCA administration, such as financial, administrative, cost or pricing, or management information.

I.6.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Example of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and

Question 9(ii)

computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to HCA administration.

- I.6.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this HCA shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this HCA, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.6.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this HCA, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.6.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.6.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.6.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.6.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Provider with the following legend:

Question 9(ii)

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in HCA No. ____

With _____ (Provider's Name); and

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

- 1.6.8** In addition to the rights granted in Section 1.5.6 above, the Provider hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section 1.5.6 above, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this HCA. Unless written approval of the Contracting Officer is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this HCA any works of authorship in which copyright is not owned by the Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- 1.6.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this HCA, the Provider shall use this clause, 1.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Provider's rights in that subcontractor data or computer software which is required for the District.
- 1.6.10** For all computer software furnished to the District with the rights specified in Section 1.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section 1.5.5. For all computer software furnished to the District with the restricted rights specified in Section 1.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this HCA or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this HCA, 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.
- 1.6.11** The Provider 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 HCA, or (ii) based upon any data furnished under this HCA, or based upon libelous or other unlawful matter contained in such data.
- 1.6.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

Question 9(ii)

- 1.6.13** Paragraphs 1.5.6, 1.5.7, 1.5.8, 1.5.11 and 1.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under HCA, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

1.7 OTHER PROVIDERS

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

1.8 SUBCONTRACTS

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

1.9 INSURANCE:

- A. GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider 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 Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider 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 Provider 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 Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; 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 Providers. 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.
2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired, or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.

Question 9(ii)

4. Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 5. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
 6. Professional Liability Insurance (Errors & Omissions). The Provider 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 HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
 7. Sexual/Physical Abuse & Molestation. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. **This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.**
 8. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.
- B. **DURATION.** The Provider shall carry all required insurance until all HCA 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 HCA.
- 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**
- D. **PROVIDER'S PROPERTY.** Provider 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 Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer 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 Contracting Officer.
- G. **DISCLOSURE OF INFORMATION.** The Provider 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 Provider, its agents, employees, servants, or subcontractors in the performance of this contract.

Question 9(ii)

I.9.1 CERTIFICATES OF INSURANCE

- I.9.2** The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Jerome A. Johnson
Office of Contracting and Procurement
Department of Employment Services
4058 Minnesota Avenue, NE Washington, D.C. 20019
Phone: (202) 671-3100
Email: Jerome.Johnson@dc.gov

I.10 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. An award cannot be made to any Provider who has not satisfied the equal employment requirements.

I.11 ORDER OF PRECEDENCE

- I.11.1** 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:

- I.11.1.1** Sections A through I of this HCA.
- I.11.1.2** Standard Contract Provisions
- I.11.1.3** HCA attachments other than the Standard Contract Provisions
- I.11.1.4** Statement of Qualifications

I.12 GOVERNING LAW

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

*****END OF SECTION I*****

Question 9(ii)

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into this HCA by reference.

Table J: Attachments

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 "RFQ Attachments."
J.2	U.S. Department of Labor Wage Determination Wage Determination No. 2015-4281, Revision No. 7, dated July 25, 2017
J.3	Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	[RESERVED]
J.5	The Living Wage Act of 2006 - Living Wage Notice
J.6	The Living Wage Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on "RFQ Attachments", dated May 17, 2013
J.8	Contractor Qualifications Record (CQR)
J.9	DC Language Access Act of 2004
J.10	Certificate of Insurance
J.11	Vendor's proposal (Attachment)
J.12	Case Management Procedures
J.13	Vendor's Qualification Package

END OF SECTION J

Question 9(ii)



***** Electronic Invoicing Purchase Order. Please use <https://vendorportal.dc.gov> to register and submit invoices. *****

Order No : PO589755 -Generation Training

Issued on Thu, 13 Sep, 2018

Grantee :

GENERATION: YOU EMPLOYED INC.
1200 19TH STREET NW
SUITE 910
WASHINGTON, DC 20036
Phone: 202.629.4410
Fax: 415.318.4811
Contact

Recipient Address :

Department of Employment Services - Chief
Financial Officer
4058 Minnesota Ave, NE 5th Fl
Washington, DC 20019
United States
Phone: 1(202)671-1603
Fax: 1(202)671-2930

Bill To:

Please use <https://vendorportal.dc.gov> to register and submit invoices.

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	CLIN 0001 - General Training Services - ...	Generation - Hosp - You - CLIN 0001	each	50	Mon, 12 Feb, 2018	\$2,800.00 USD	\$140,000.00 USD
	CLIN 0001 - General Training Services - Hospitality						
Total							\$140,000.00 USD

Comments

- COMMENT by aribasystem on 09/13/2018
The Contractor shall submit payment requests in electronic format through the DC Vendor Portal vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractors profile. INVOICES FOR QUANTITIES OR AMOUNTS GREATER THAN WHAT IS STATED ON THE PURCHASE ORDER WILL BE REJECTED. FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DELAYS IN PAYMENT. (aribasystem, Thu, 13 Sep, 2018)
- COMMENT by aribasystem on 09/13/2018
FOB is Destination unless specified otherwise (aribasystem, Thu, 13 Sep, 2018)
- COMMENT by aribasystem on 09/13/2018
****GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH THE DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS (July 2010) ARE HEREBY INCORPORATED BY REFERENCE. WWW.OCP.DC.GOV***** (aribasystem, Thu, 13 Sep, 2018)

**VOG23264: VOG23264**

Issued on Thu, 20 Sep, 2018

Created on Thu, 20 Sep, 2018 by aribasystem

Header Level Information

DOC DATE: 09/20/2018

Invoice: INVGEN YE- DOES - Inv 4-1684342

Invoice Date: Thu, 20 Sep, 2018

INVOICE RECEIVED DATE: 09/20/2018

DUE DATE: 10/09/2018

PDT: 00 (First Class Mail)

Remit To Location:

MPCD: Theresa

BNK ID: 150

PASS Order ID: PO589755

Portal InvoiceID: 14584

DC POC Email: joy.gregory@dc.gov

Tracking Number:

Packing Slip ID:

Ship Date:

Payment Note:

Service Date: 02/14/2018 - 07/11/2018

Vendor Comment:

Vendor Contact: Meagan Carlock

Vendor Email: meagan@generation.org

Vendor Phone: (202) 550-5939

Supplier:

GENERATION: YOU EMPLOYED INC.

1200 19TH STREET NW

SUITE 910

WASHINGTON, DC 20036

Phone: 202.629.4410

Fax: 415.318.4811

Contact: LOLA STEVENS

Ship To:

Department of Employment Services - Chief Financial Officer

4058 Minnesota Ave, NE 5th Fl

Washington, DC 20019

United States

Phone: 1(202)671-1603

Fax: 1(202)671-2930

Deliver To:

Joy Gregory

Bill To:

Department of Employment Services - Chief Financial Officer

4058 Minnesota Ave, NE 5th Fl

Washington, DC 20019

United States

Phone: 1(202)671-1603

Fax: 1(202)671-2930

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount	Matched To
1	CLIN 0001 - General Training Services - ...		each	50	None	\$2,800.00 USD	\$140,000.00 USD	Item 1
	CLIN 0001 - General Training Services - Hospitality							

Total \$140,000.00 USD

Status: Processed

Approvals					
Required	Status	Reason	Approver	Approved By	Date
Required	Approved	Need approval of party with budget authority	Charles Jones	Charles Jones	Tue, 25 Sep, 2018
Required	Approved	The Receiving Manager is the first receiver	CF0 Receiver	Joy Gregory	Tue, 25 Sep, 2018
Required	Approved		David Lloyd	David Lloyd	Wed, 26 Sep, 2018
Required	Approved	agencyInvoiceReviewerMustApproveElectronicInvoices	CF0 AP Specialist	Theresa Lake	Wed, 26 Sep, 2018
Not Required	Approved	agencyInvoiceReviewerMustApproveElectronicInvoices	CF0 AP Specialist		Tue, 02 Oct, 2018
Required	Approved	Invoice manager must approve all Invoice Reconciliations	CF0 Invoice Manager 1	Chondra Brown	Tue, 02 Oct, 2018

Invoice Reconciliation Comments

- COMMENT by on 09/20/2018 (1 document attached)
(aribasystem, Thu, 20 Sep, 2018)
- COMMENT by on 09/20/2018 (1 document attached)
(aribasystem, Thu, 20 Sep, 2018)
- COMMENT by on 09/20/2018 (1 document attached)
(aribasystem, Thu, 20 Sep, 2018)
- COMMENT by on 09/20/2018 (1 document attached)
(aribasystem, Thu, 20 Sep, 2018)
- Theresa Lake, 09/26/2018:
Please review and do the need the receiving (Theresa Lake, Wed, 26 Sep, 2018)
- COMMENT by Integration on 10/02/2018
Voucher Posting Successful The voucher posting creation was successful. Batch Agency-CF0, Batch Number-006, Current Document Number-VOG23264 (Integration, Tue, 02 Oct, 2018)

Question 9(ii)

Cohort #:

Program Dates:

Graduation Date:

Student Count at Graduation:

Participants:

[illegible]