REQUEST FOR PROPOSALS TCP July 2026

Food Services

Issuance Date: July 17, 2026

Closing Date: August 14, 2026
Closing Time: 2:00 p.m.

Bidders Conference:
July 22, 2026
Time: 10:00am – 11:00am
14 Kennedy Street NE Washington DC 20011

TCP Contacts:
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rfp@community-partnership.org

INTRODUCTION

TCP is seeking proposals from which it will award one or more contracts to provide meal preparation and delivery to the following District of Columbia-owned or -leased facilities:

Site/Location	Monthly Not to Exceed Budget	12 month Not to Exceed Budget	Capacity
New York Avenue: 1355 New York Ave NE	$66,011.40	$792,136.80	253
Harriet Tubman - 1910 Massachusetts Avenue SE	$43,900.96	$526,811.52	168
Adams Place Men's Shelter - 2210 Adam's Place NE	$37,575.10	$450,901.20	153
801 East - 801 East - 2700 MLK Ave SE	$122,072.83	$1,464,873.96	256
Pat Handy Legacy - 810 5th Street NW	$51,173.25	$614,079.00	155
Emery Men's Shelter - 1725 Lincoln Road NE	$38,435.66	461.227.92	142
Madison @Rolark - 1107 11TH Street NW	$13,579.86	$162,958.32	40
The Aston - 1129 New Hampshire Ave NW	$27,838.00	$334,056.00	101
E Street - 25 E Street NW	$52,893.87	$634,726.44	185

Nativity Shelter St. Joe's - 6010 Georgia Ave NW	$6,603.00	$79,236.00	20
LBGTQ Site - 50 49th St SE	$13,206.00	$158,472.00	40
Special Meal Supplemental	$15,625.00	$187,500.00	N/A
Adams Place Day Center -2210 Adams Place NW	$39,017.22	$468,206.64	110
(Hypo) CCNV 1 North - 425 2nd St NW	$74,620	$447,720	164
(Hypo) Naylor Rd - 2601 Naylor Rd SE	$20,677.94	$124,067.68 (6 months)	84
(Hypo) Blair Shelter - 635 I St NE	$27,239.33	$163,435.98 (6 months)	100
(Hypo) Salvation Army - 3335 Sherman Ave NW	$10,895.73	$65,374.40 (6 months)	40
(Hypo) 801 East - 2722 MLK Jr Ave SE	$10,895.73	$65,374.40 (6 months)	40
(Hypo) Eve's Place - 2210B Adams Place NE	$16,343.60	$98,061.60 (6 months)	60
(Hypo) Emery Shelter - 1725 Lincoln Rd NE	$14,981.63	$89,889.80 (6 months)	55

This list is subject to change pending the District of Columbia's approved winter plan for severe weather services.

SECTION A: GENERAL DESCRIPTION

A.1. Funding Source and Amount of Funding Available and Leveraged Resources

A.1.a. Funding Source and Amount of Funding Available:

The funding source is the District of Columbia. $XXXXXXXXXXX.XX is available under this solicitation.

Individual bidders are not required to provide meal preparation and delivery services at all program sites listed above. TCP may select one or multiple proposals to ensure all program sites listed above receive meal preparation and delivery services. Proposals from current meal vendors and vendors that do not currently provide meal preparation and delivery services at homeless services programs will be accepted. The selected organizations will be awarded firm-fixed price contracts.

A.1.b. Leveraged Resources:

Organizations that can leverage in-kind or cash contributions to support operations would receive extra consideration.

A.2. Minimum Proposal Requirements

General Food Service Requirements

The awardee shall submit a food service plan, which shall include but not limited to menus, a process for reporting a daily number of meals and specials meals served, delivery schedule, meal preparation, protocols for food delivery, food inspection upon delivery, food correction procedures (upon issues of inspection), the protocol for plating/serving food, food certifications acquisition and maintenance (preparation, storing, delivering, and serving), food packaging/marking/labeling, and emergency preparation and procedures for unusual or special events. The food service plan at minimum, shall incorporate the following requirements:

1. Menu Development
2. Meal Preparation and Production
3. Staffing Plan
4. Food Safety and Sanitation
5. Meal Service and Distribution
6. Quality Assurance and Monitoring
7. Inventory Management
8. Emergency and Contingency Procedures
9. Reporting Requirements
10. Compliance

The awardee shall submit the food service plan as a part of the response to this solicitation.

The awardee shall ensure compliance with all local, state, and federal food service laws, rules, and regulations.

The awardee shall ensure that food services provided at the 801 East Men's facility are prepared onsite for breakfast and dinner and serve a total of three hundred fifty (354) residents participating in the low-barrier shelter, work bed program, medical respite, and senior bed programs.

The awardee shall provide lunch daily for sixty-six (66) residents enrolled in the Medical Respite and Senior Bed Programs. Lunch may be prepared offsite; however, all -offsite prepared meals shall be delivered to the sixty-six (66) residents identified- above.

The awardee may also be required to serve meals, Breakfast and Dinner, during Severe Weather season at the 801 East Day Center, which has a capacity of forty (40) beds.

The awardee may also serve meals at hypothermia sites as needed upon written request from TCP.

The awardee shall ensure the daily provision of snacks, delivered on a weekly basis, for up to seventy-five (75) unaccompanied individual adults experiencing homelessness at the 801 East Day Center. Snack services shall begin upon contract award and continue for a twelve (12) month period Monday – Friday during the life of the contract.

The awardee shall ensure the snacks for the 801 East Day Center consist of the following items allowed per individual, for up to sixty (75) individuals daily:

1. Snacks: such as Chips, Cookies, or Granola Bar
2. Bottled Water;
3. Coffee;
4. Tea;
5. Cups with a lid (for hot beverages);
6. Wooden Stirrers;
7. Sugar;
8. Cream; and
9. Napkins.

MEAL MENUS AND PREPARATION

The awardee shall ensure subcontractors prepare meals for program participants according to the most current recommendations in the Dietary Guidelines for Americans published by the Federal Department of Health and Human Services and the United States Department of Agriculture. Changes to the menus shall not be permitted without prior approval from the District.

The awardee shall get prior approval from TCP before deviating from the monthly menu.

The awardee shall ensure that all products used in the preparation of food are USDA-inspected by federal laws and regulations.

The awardee shall ensure that health and sanitation requirements and food certifications are always met, including Serve Safe certification.

The awardee shall ensure to provide food substitutions required due to allergies or religious reasons when requested within the established protocol.

The awardee shall ensure the preparation of all foods to meet the food and food operations requirements and standards outlined in 23 DCMR Alcohol Beverages.,

The awardee shall ensure that all uncooked food items are clean and blemish-free.

The awardee shall accept and comply with requests for increases and/or decreases in the number of meals ordered by and delivered to designated shelters when notices received are established by protocol.

The awardee shall maintain a continuous quality assurance control program to ensure all meals are prepared, assembled, and delivered by 23 DCMR Alcohol Beverages. The awardee shall deliver the grade, quality, and quantity of food components and meals, as specified in the Dietary Guidelines for Americans published by the federal Department of Health and Human Services and the United States Department of Agriculture, and the terms and conditions of this contract as the budget permits.

The awardee shall ensure that all meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a U.S. Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products shall be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery. Local, grass-fed, free-range, hormone and antibiotic-free meats will be used whenever possible.

The awardee shall ensure that all food service employees wear hair restraints such as hair coverings or nets, beard restraints, and clothing that covers body hair. Long hair hanging out of hats does not meet this requirement.

The awardee shall ensure that single-use food-service gloves are worn when handling ready-to-eat foods, meal service, and/or meal packaging. Gloves shall be changed during shifts or on an as-needed basis, such as when staff take out trash, clean, prepare, or serve.

MEAL DELIVERY

The awardee shall ensure delivery of all meals, milk, and juice to each center location. The milk, juice, and cold food shall be delivered in refrigerator trucks or insulated coolers at a maximum temperature of 40 degrees.

The awardee shall ensure the utilization of vehicles for the transportation of food that comply with regulations outlined in 23 DCMR Alcohol Beverages

The awardee shall ensure condiments and utensils are provided.

The awardee shall ensure that the package and deliver only dairy products whose expiration date is identified on each container. The expiration date shall not exceed five days beyond the delivery date. For example, milk delivered on the 22nd or 23rd of the month shall expire on the 27th or 30th.

The awardee shall package and deliver only juices that identify the expiration date on each container. The expiration date for juice shall not exceed 10 days beyond the delivery date. For example, Juice delivered on the 17th of the month shall expire on the 27th or 28th.

The awardee shall deliver only items and quantities ordered by the District. Shortages in quantities due to an error made by The awardee shall be corrected with a "Special" delivery before the scheduled serving time. "Special" deliveries shall undergo inspection consistent with regularly scheduled deliveries.

The awardee shall ensure to acquire a signature and the date of delivery on the daily meal delivery receipt from the designated staff at each facility to verify that all food, milk, and juice were delivered to the center in accordance with the meal schedule and are satisfactory upon delivery as included in the food services plan (Daily Meal Delivery Receipt). This receipt should include photographs as well as written notes describing the items delivered.

The awardee shall instruct its drivers to wait at least fifteen minutes after food delivery while the designated Prime contractor's staff at each facility inspects the food items delivered for compliance. If the food is not acceptable at the time of delivery, the designated staff at each facility shall instruct the drivers to return the food to them and indicate on the daily meal delivery receipt the number of meals that are being returned and the reason for being returned. The awardee shall provide the District or designated contracted staff at each facility each facility's District or designated contracted staff with a copy of the meal delivery receipt with photographs and notes regarding the meal or items delivered.

FACILITIES, EQUIPMENT, STORAGE, AND SUPPLIES
The awardee shall maintain its facilities, equipment, storage, and supplies by 25 DCMR and shall include the following:

The awardee shall provide and maintain state or local health certification for the facility(s) to prepare meals for the required services. In addition, The awardee shall provide and maintain applicable licenses and permits required by USDA and other Federal and Local laws and regulations or applicable jurisdiction.

The awardee's refrigeration equipment and equipment for storage shall have thermometers that are easily readable, in proper working condition, and accurate, within a range of plus or minus two degrees (±2°). The awardee shall ensure that it operates, at a minimum, refrigerators and warming ovens.

The awardees' refrigeration equipment shall be properly maintained and defrosted as necessary to prevent the accumulation of frost or ice.

The awardee shall maintain adequate and appropriate facilities and storage space for the proper storage of food, utensils, equipment, and supplies when not in use.

The awardee shall not store supplies unrelated to the food operation in the food preparation area.

The awardee shall maintain an adequate supply of detergents, sanitizers, sanitary- type towels, toilet tissue, and other materials required to maintain proper personal hygiene and sanitation of the equipment and premises. These supplies shall be readily accessible in the places where they are normally needed.

The awardee shall maintain adequate facilities for collecting and storing all garbage, trash, and other refuse accumulating in its cooking facility.

All trash and storage areas in The awardee's cooking facility shall be vermin-proof.

The awardee shall ensure and maintain a copy of its current health and facility number(s) for its cooking kitchen and storage/warehouse facility, such as the following;

1. Location/Name (s);
2. License Number (s);
3. Date of Last Rating; and
4. Last Rating Score.

PACKAGING, MARKING, AND LABELING
Fresh fruit, bread products, pastries, and any other food components not delivered in bulk shall be individually packaged in plastic or paperboard wedges and sealed with polystyrene film.
Each food package shall be identified on a nametag and contain an expiration date, if applicable.

A.3. <u>Eligible Organizations, Conflict of Interest, and Limits on Funding to Primary Religious Organizations</u>
A.3.a. Eligible Organizations:
Organizations that are incorporated or registered to do business in the District of Columbia, that can provide a DC Department of Consumer Regulatory Affairs (DCRA) Certificate of Good Standing and a DC Office of Tax and Revenue (OTR) Certificate of Good Standing, and that meet the conditions and requirements established by this solicitation are eligible for consideration.

A.3.b. Conflict of Interest:
Bidders must avoid any conflict of interest in carrying out activities funded by this solicitation. The organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, are expected to apply to this procurement. 23 CFR § 636.103 defines an "organizational conflict of interest" as follows:

"Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage."

Consultants and subconsultants who assisted TCP in the preparation of this RFP or supporting documents are not allowed to participate on an bidder's team. Bidders must provide information regarding all potential organizational conflicts of interest in their proposals, including all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest, and as required by 23 CFR 636.116. TCP will determine whether an organizational conflict of interest exists and what actions are necessary to avoid, neutralize, or mitigate such conflict.

As part of general guidelines for the procurement of goods and services, organizations are required to have a "code of conduct" or "conflict of interest" policy in place that prohibits employees, officers, agents, or volunteers of the organization from participating in the decision-making process related to procurement if that person, or that person's family, partner, or any organization employing any of the above has a direct financial interest or benefit from that procurement. In addition, these persons may not accept any gratuity, favors, or anything of monetary value from a successful bidder, consultant, or other entity whose services are procured for the organization. Organizations should develop standards for avoiding such apparent or potential conflicts. Such standards must include written policy that is part of the employee policies. Employees and board members are required to sign a statement indicating that they have read the policy and will comply.

A.3.c. Limits on Funding to Primary Religious Organizations:
TCP recognizes that primary religious organizations and the faith community are important partners in carrying out the CoC's mission. However, TCP must ensure that that services are provided in a way that is free from religious influence. Therefore, a number of conditions apply to the provisions of funding to organizations that are primarily religious in nature. These provisions generally require that when funded, a religious organization will provide services in accordance with the following principals:

A. The organization will not discriminate against any employee or bidder for employment on the basis of religion, and will not limit employment or give preference in employment on the basis or religion.
B. The organization will not discriminate against, limit services provided to, or give preference to any person obtaining housing, other service(s) offered by the project, or any eligible activity on the basis of religion and will not limit such service provision or give preference to persons on the basis of religion.
C. The organization will not provide religious instruction, counseling, religious services, worship, engage in religious proselytizing, or exert other religious influences in the provision of shelter or other eligible activities.

Requiring that a program participant attend religious services or meetings as a condition of receiving other social services at the organization (such as shelter or a meal) is not allowed under this provision. Allowing a participant to choose to take part in services or meetings offered by the organization as they wish, is allowable.

A.4. Pre-Application Meeting
Persons or Organizations who wish to be considered for funding under this solicitation must register with TCP, in writing, via email at rfp@community-partnership.org .

A.5. Queries and Amendments
Requests for information about this announcement should be addressed in writing to:

De'Sean Young
rfp@community-partnership.org

A.5.a. Informational Visits and/or Phone Inquiries
No informational visits or phone inquiries regarding this solicitation will be allowed. Interested parties may address written questions about this solicitation to rfp@community-partnership.org. Questions will be accepted from the date the solicitation is released until TBD. Written responses will be provided to all registered prospective bidders as an addendum to this solicitation no later than TBD.

A.6. Application Closing Date
Applications must be submitted electronically no later than TBD. Applications received after the closing date and time will not be considered unless they are the only applications received.

A.7. Initial Offers and Negotiations
TCP may negotiate with bidders for the purpose of obtaining the best price, or arriving at a statement of work that is most advantageous to the functioning of the project.

A.8. Notification of Eligibility

From the date of notification until the effective date of the award, it shall be the responsibility of the successful bidder to advise TCP of any change in status regarding its ability to comply with the requirements mandated for the fulfillment of the terms of the contract.

A.9. <u>Retention of Applications</u>
All applications will be retained by TCP and will not be returned to the bidders.

A.10. <u>Protests</u>
Any bidder may file a protest in connection with this solicitation addressed to Fred Swan, Chair of the Board of Directors of TCP, with a copy to Sue Marshall, Executive Director of TCP, stating the reason for the protest and providing written evidence or documentation. Protests will be acted on by the Board of Directors of TCP within two meetings of the Board following receipt of the protest. Decision of the Board of Directors shall be final. Protests should be addressed in writing to:

Cornell Chapelle, Board Chair
cc: Fred Swan, Executive Director
The Community Partnership for the Prevention of Homelessness
14 Kennedy St. NW
Washington, DC 20009

A.11. <u>Other</u>

1. TCP reserves the right to make changes to this RFP, based on any clarifications in the regulations, legislative changes, or funding level fluctuations from the Federal and/or District government. Funding for sub-grantees is contingent on continued funding from the District.
2. This RFP does not commit TCP to award grants or sub-grants. TCP reserves the right to accept or reject any or all applications. TCP will notify bidders of the rejected proposals. TCP may suspend or terminate an outstanding RFP pursuant to its own grant making rule(s) or any applicable federal or District regulation or requirement.
3. TCP reserves the right to issue addenda and/or amendments subsequent to the RFP process or to rescind the RFP.
4. TCP shall not be liable for any costs incurred in the preparation of applications in response to RFP. Bidders agree that all costs incurred in developing the application are the bidders' sole responsibility.
5. TCP may conduct pre-award on-site visits to verify information submitted in the application and to determine if proposed facilities are appropriate for the proposed services.
6. TCP may require bidders to enter negotiations and submit a price, technical or other revision of their proposal that may result from negotiations.
7. If there are any conflicts between the terms and conditions of the RFP and any federal or District law or regulation, or any ambiguity related thereby, then the provisions of the applicable law or regulation shall control and it shall be the responsibility of the bidder to ensure compliance.

<u>SECTION B: APPLICATION PREPARATION AND SUBMISSION</u>

B.1. <u>Application Submission</u>
Applications must be sent via email and received by the closing date and time to rfp@community-partnership.org

B.2. <u>Application Style</u>
All applications must be submitted as a Portable Document Format (PDF) file electronically via email attachment. Each application will have numbered pages, with type not less than 12 points and double line spacing.

Facsimile and hard copy applications **will not** be accepted. Unnecessarily elaborate applications beyond the information needed to present a complete and effective response to this solicitation are not desired.

B.3. Application Form and Content
Section F herein provides instructions regarding the format and required content of the response to this solicitation.

B.4. Confidential/Proprietary Information in Application
Bidders must specifically identify those portions of their applications deemed to be confidential, proprietary information or trade secrets, which should not be disclosed by TCP. Such confidential/proprietary information must be easily separable from the non-confidential sections of the application.

SECTION C: REQUIREMENTS

C.1.a. Organizational and Background Information:
State the full name and address of your organization and, if applicable, the branch office or other subordinate elements that will perform, or assist in performing, the work. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the jurisdiction in which it is incorporated. Provide the following information: Year Company /Organization was established. Is your company / organization a subsidiary of another company / organization - If yes, information should be included for both parent and subsidiary. Current Number of Company Employees. Provide evidence of your financial strength and ability to manage accounts relative to the size and scope you are bidding – examples may include recent annual reports, income statement, balance statement, and/or equivalent information (independent statement of net worth).

C.1.b.1. Prior Experience:
Bidders must indicate relevant experience that demonstrates the ability to successfully manage a contract for the services defined by this solicitation. Include sufficient detail to demonstrate the relevance of this experience to the scope of the program described in your bid. Proposals submitted should include, in this section, descriptions of at least one qualifying relevant experience to include project/client descriptions, costs, start, and completion dates of projects/contracts successfully completed.
Bidders must provide references and supporting data on successful outcomes and service delivery.

Bidders that currently contract or subcontract with TCP, HUD, the Department of Human Services (DHS), or any other District Government Agency, Department or Office must provide the following information:

1. Identify the contract owner, principal, or other entity with which the bidder is contracted to provide a good or service (if a bidder has more than one contract or subcontract with TCP, DHS, and/or any other District Government Agency, Department or Office, all contracts and subcontracts and contract owners must be identified).
2. State whether or not it has any unresolved monitoring or compliance findings issued by TCP, DHS, or any Agency or Department or the Government of the District of Columbia.
3. If so, the bidder must provide a detailed explanation.
4. State whether or not, within the past 12-months, it has been placed on a corrective action plan by any of its contract owners or been issued findings for noncompliance by TCP, HUD, DHS, or any other District Government Agency, Department, or Office.
5. If so, the bidder must provide detailed explanation.

Bidders that do not currently contract or subcontract with TCP, HUD, DHS, or any other District Government Agency, Department or Office but has done so within the last five years must provide the following information:

1. Identify the contract owner, principal, or other entity with which the bidder was contracted to provide a good or service (if a bidder had more than one contract or subcontract with TCP, HUD, DHS, and/or any other District Government Agency, Department or Office, all contracts and subcontracts and contract owners must be identified).
2. State whether or not it has any unresolved monitoring or compliance findings issued by TCP, HUD, DHS, or any Agency or Department or the Government of the District of Columbia at the time the contract or subcontract ended.
3. If so, the bidder must provide a detailed explanation.
4. State whether or not the contract(s) or subcontract(s) were terminated for default.
5. State whether or not the contract(s) or subcontract(s) were renewable.
6. If so, provide an explanation about why the contract(s) or subcontract(s) were not renewed

C.1.b.2. Past Performance Questionnaire:
In order to validate statements made in proposal, ensure best value source selection, and reduces risk, bidders are required to submit three (3) past performance questionnaires from funding agencies or entities. Questionnaires must be completed by the individual most knowledgeable of the bidder's day-to-day operations and overall quality of the services provided under the referenced contract. Questionnaires must be submitted directly to TCP at rfp@community-partnership.org, by these funding agencies or entities by XXXXXdate. A copy of the past performance questionnaire may be found at Attachment 4.

C.2. Scope of Work and Work Plan
Bidders must propose a scope of work that demonstrates how the proposed programing and services will be provided in accordance with the requirements of this solicitation.

C.3. Staffing Plan
All bidders must provide a staffing plan that addresses to how they will deliver services in a manner that is consistent with the requirements of this solicitation. The staffing plan should include:

- Before Job Placement: Explain the type of training that is provided to the employees prior to placing them on the job assignment;
- On the Job Training (OJT): Provide the duration of the training, what the training consists of, the credentials/qualifications of the instructor, etc.; and
- On-Going Training: Provide any on-going training that your company provides to employees; (i.e. weekly, quarterly, semi-annual training, attendance to seminars, certifications held, etc.).

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C.4. Budget and Budget Narrative
C.4.a. Budget:
Bidders will submit a detailed project budget, using the Excel forms provided with this solicitation. The budget must indicate the total funding required for the project and denote the itemized costs which are being requested. Ensure the budget includes line items for ALL of the minimum required services described in the RFP.

C.4.b. Budget Narrative:
The budget narrative should clearly define the purpose intended for requested funds by identifying and justifying the need for project activities. This narrative should be presented in an organized, concise format that includes:

- A detailed description for each line item, which breaks down monthly costs and the anticipated number of clients to be served or other detail, as appropriate. Sufficient information must be provided to indicate accuracy of projected costs.
- A description of leveraged in-kind or cash match resources.

C.4.c. Audit:
Bidders must submit their most recent Certified Audited Financial Statement.

C.4. Recordkeeping, Program Data Collection, Training and Reporting Requirements
Awardee must also maintain a record of all company and individual employee licensing and certifications required under this RFP.

C.6. Monitoring and Evaluation
The awardee will be monitored and evaluated by TCP according to its scope of work and performance objective which will be an integral part of its awarded contract. TCP will at all times have access to the work being performed under the contract, wherever it may be in progress. TCP will review program data, observe program operations, interview staff and participants, examine program and financial records regarding the contract, and review records regarding volunteer hours, in-kind contributions, or cash resources which the applicant has declared as part of their match for accomplishing program objectives.

SECTION D: OTHER TERMS AND CONDITIONS

Any contract resulting from this solicitation shall be subject to the following terms and conditions:

D.1. Department of Labor Wage Determinations
The successful bidder shall be bound by the Wage Determination No. 2015-4281, revision 34, dated July 8, 2025, 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. 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.

D.2. Labor standards clauses for Federal service contracts exceeding $2,500.

D.2.1 The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract entered into by the United States or the District of Columbia, in excess of $2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

1. Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 *et seq.*) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder, found in **Section 30 of the original contract agreement.**

2. Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.

D.2.2

a. If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.

b. Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

c. The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

D.2.3

a. The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

b. In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in **section 44.2b** of this section need not be followed.

c. No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

D.2.4

a. The wage rate and fringe benefits finally determined pursuant to **section 44.2 a and b** of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

D.2.5

a. Upon discovery of failure to comply with **section 44.2 through section 44.4** ~~paragraphs (b)(2)(i) through (v)~~ of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.

b. If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.

c. The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.

D.2.6

a. In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.

b. If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

D.2.7

a. The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

D.2.8

a. The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.

D.2.9

a. The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in **Section 44.9a 1 through 6** paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

1. Name and address and social security number of each employee.
2. The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
3. The number of daily and weekly hours so worked by each employee.
4. Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
5. A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in **Section 44.2** paragraph (b) of this section. A copy of the report required by the clause in paragraph **Section 44.2b** (b)(2)(ii) of this section shall be deemed to be such a list.
6. Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to **Section 44.1** § 4.6(l)(2).

b. The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.

c. The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

D.2.10

a. The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

D.2.11

a. The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.

D.2.12

a. The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term *contractor* as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term *Government prime contractor.*

D.2.13

a. As used in these clauses, the term *service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term *service employee* includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

b. The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for *informational purposes only:*

1. The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:
2. The Employee Class, Wage and Fringe Benefit can be found under the Staffing Requirements and Qualifications section of the contract agreement after Exhibit 1.

D.2.14

a. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.

b. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.

D.2.15

a. Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.

D.2.16

a. By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

D.2.17

a. Notwithstanding any of the clauses in **Sections 44.2 through 44.15** paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

1. Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).
2. The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).
3. The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.

44.1 D.2.18

a. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.

D.2.19

a. Where an employee engaged in an occupation in which he or she customarily and regularly receives more than $30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531. To utilize this proviso:

1. The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
2. The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
3. The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;
4. The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

D.2.20

a. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

a. *(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:*

Paragraph	OMB Control No.
(b)(2)(i)-(iv)	1235-0007
(e)	1235-0007
(g)(1)(i)-(iv)	1235-0007
	1235-0018
(g)(1)(v)-(vi)	1235-0007
(l)(1), (2)	1235-0007
(q)(3)	1235-0007

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996; 82 FR 2224, Jan. 9, 2017]

D.2. Audits

The successful bidder will be expected to maintain complete and accurate records substantiating all actual expenditures and leaving a clear audit trail to the point of origin. At any time during the period of the grant or for three years thereafter, TCP and/DHS may have the bidder's financial and program records audited. Any contract payments found not to have been spent on agreed upon and allowable program purposes shall be returned to TCP. TCP will also require that all successful bidders have an annual independent audit of their contract-related program conducted, and its pricing limits assume that this administrative cost will be part of the project's budget.

The Bidder must provide in its responses to this solicitation a copy of its most recent financial audit.

D.3 Insurance

The standard insurance provisions required by the District of Columbia Department of Human Services contracts will be applicable to this contract as noted below:

1. **Commercial General Liability Insurance ("CGL") -** The successful bidder shall provide evidence satisfactory to TCP with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by TCP in writing), covering liability for all ongoing and completed operations of the awardee claims for bodily injury, including without limitation sickness, disease or death and mental anguish of any persons, broad form property damage, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 for each occurrence, a $2,000,000 general aggregate.

The Commercial General Liability shall be further endorsed to:

a) ~~To t~~he fullest extent permitted by law, provide additional insured coverage using ISO form CG 2015 0413 (or it's equivalent) to The Government of the District of Columbia
b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds
c) A waiver of subrogation in favor of The Government of the District of Columbia
d) Any Annual Aggregate shall apply on a per location or per project basis (where applicable)
e) Defense costs shall be in addition to and not erode the limits of liability

2. **Automobile Liability Insurance** - The successful bidder shall provide evidence satisfactory to TCP of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by TCP in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the successful bidder in connection with work under this agreement, with a minimum combined single limit of $1,000,000 for bodily injury or death and property damage, including loss of use thereof. Such policy or policies of automobile liability insurance shall be written on an "occurrence" (as opposed to a "claims made") basis.

   Auto Physical Damage Coverage - The Contractor shall provide auto physical damage insurance to cover "loss" to a covered "auto" or its equipment:

   a) Comprehensive - Fire, lightning or explosion; theft; windstorm, hail or earthquake; flood; mischief or vandalism; or the sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
   b) Collision Coverage - Caused by: The covered "auto's" collision with another object or the covered "auto's" overturn.

   The Commercial Auto Liability policy shall be further endorsed to:

   a) To the fullest extent permitted by law, provide additional insured coverage to The Government of the District of Columbia;
   b) Coverage available to the additional insureds shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds;
   c) A waiver of subrogation in favor of The Government of the District of Columbia;
   d) Defense costs shall be in addition to and not erode the limits of liability;
   e) If applicable, include Form CA 99 48 03 06 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers (or it's equivalent).

3. **Workers' Compensation Insurance** - The successful bidder shall provide evidence satisfactory to TCP of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

4. **Employer's Liability Insurance** - The successful bidder shall provide evidence satisfactory to TCP of 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.

   The Worker's Compensation and Employer's Liability shall be further endorsed to:

   a) Include a Waiver of Subrogation in favor of The Government of the District of Columbia.
   b) Where applicable, include the United States Longshore and Harbor Workers Compensation Act (USL&H)
   c) Where applicable, include Jones Act Coverage for seamen or crew members on an "if any" basis.

5. **Professional Liability Insurance (Errors & Omissions)** - The successful bidder 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 claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the successful bidder first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

6. **Commercial Umbrella or Excess Liability** - The successful bidder shall provide evidence satisfactory to TCP of commercial umbrella or excess liability insurance with minimum limits of $3,000,000 per occurrence and $3,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance, or reinsurance maintained by The Government of the District of Columbia, and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

7. **Employment Practices Liability** - The successful bidder shall provide evidence satisfactory to TCP with respect to the operations performed to cover the defense of claims arising from employment-related wrongful acts including but not limited to Discrimination, Sexual Harassment, Wrongful Termination, Workplace Torts, "Bullying" in "any location" and "by any means," including the Internet, whether between employees of the contractor or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. The successful bidder will indemnify and defend The Government of the District of Columbia should it be named co-defendant or be subject to or party to any claim. Coverage shall also extend to Temporary Help Firms and Independent Contractors hired by successful bidder. The policy shall provide limits of not less than $1,000,000 for each wrongful act and $2,000,000 annual aggregate for each wrongful act.

D.3. Compliance with Tax Obligations

Prior to receipt of a contract as a result of this solicitation, a successful bidder must be in compliance with District and Federal tax requirements. Appropriate documentation of these facts from the District Department of Consumer and Regulatory Affairs must be provided when requested by TCP.

SECTION E: EVALUATION CRITERIA

E.1 Scoring and Competitive Range

The factors for rating and ranking applications and the points for each factor are provided below. The points in the evaluation criteria outlined below will provide a scoring system to be used in making recommendations for awards to the Executive Director of TCP. A total maximum of 115 points is possible plus 20 bonus points. Only applicants who score at least 85 points will be considered to be in the competitive range for contract awards.

Interviews may be scheduled to clarify proposals. Negotiations with qualified applicants with respect to program size, location, or cost may precede contract award decisions, at TCP's discretion.

E.2 Specific Criteria and Points

A. Organizational and Background Information (15 points)

B. Scope of Work & Work Plan (35 points)
B. Staffing Plan (35 points)
C. Budget (15 points)
D. ~~Plan~~ (15 points)

<u>E.3 Bonus Points</u> (20 points)

A. Applicants may receive bonus points based on their ability to demonstrate and document resources that will be used to leverage the DHS contract funds. Leverage resources may be cash or in-kind (10 points).
B. Applicants may receive bonus points based on their ability to demonstrate that they are certified SBEs (10 points).

<u>SECTION F: INSTRUCTIONS FOR APPLICAITION AND FORMAT FOR RESPONDING TO TCP SOLICITATION 1-2026</u>

These instructions contain the required content and format for agencies to submit an application for funding under **SOLICITATION TCP 1-2026.** Bidders must adhere to the form outlined in these instructions, including page limitations, in order for their application to be reviewed for funding. All narratives should be formatted as described below within the given page limits.

Narratives and other attachments to your application must follow the following format guidelines:

- Page Size: 8.5" x 11"
- Margins: one-inch all around
- Font: Times New Roman
- Font (regular text): 12 point
- Font size/style for headings: 16 point, Bold. (subheadings - 12 point, Bold.)
- Spacing: Double-spaced
- Headers: Left-justified - indicate the rating factor or executive summary.
- Footers: Left-justified - name of bidder. Right-justified - page number out of total pages. (ex. Page 1 of 3)
- Narrative may not exceed 20 pages (this limitation does not include attachments such as documentation of leveraged resources, reference letters, budget forms, etc.).

F.1 <u>Authorization for Application and Summary Information (Maximum 2 pages)</u>

1. Date the application is submitted to TCP.
2. Name and business address of the organization(s); include both the full legal name of the organization and its commonly used name, if different.
3. Provide phone number and facsimile number (if any) of the organization applying.
4. Provide contact person of the organization applying, include their phone number.
5. State the total annual budget of the organization(s) and fiscal year used for accounting.
6. State the total budget for the work proposed in this application, including both cash and in-kind and volunteer resources to be applied to this work.
7. State the total funding requested by this application.
8. Include the organization's Federal tax identification (EIN) number.
9. At the end of this section provide a signature of the person in the organization with authority to contract.

<u>SECTION G: Documents Incorporated</u>

The following documents are incorporated and made part of this solicitation:

A. Homeless Services Reform Act of 2005 – including all amendments enacted since its passage
B. TCP's Policy on Serving Transgender and Gender Nonconforming Clients
C. The McNamara-O'Hara Service Contract Act of 1965, 41 U.S.C. §351, et seq.

D. Federal Acquisition Regulation (FAR) Clause 52.222-41 (Aug. 2018)
E. The Department of Labor Wage Determination No. 2015-4281, revision 34, dated July 8, 2025

Attachments:

1. Budget Forms
2. Capacity by Program Site
3. Contract Deliverables
4. Past Performance Questionnaire