

SOLICITATION, OFFER, AND AWARD		1. Caption Actuarial Support-Actuarial Study Evaluation		Page of Pages 1 53	
2. Contract Number	3. Solicitation Number DCAA-2009-R-4242	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 10/06/08	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001		8. Address Offer to: Office of Contracting and Procurement - Bid Counter 441 4th Street, NW, Suite 703 South Washington, DC 20001			

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and na copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703 South until 2:00 PM local time October 20, 2008
(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Dwight Hayes	B. Telephone			C. E-mail Address dwight.hayes@dc.gov
		(Area Code) 202	(Number) 724-5278	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		

15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

**SECTION B
SUPPLIES OR SERVICES AND PRICES**

B.1 SUPPLIES OR SERVICES AND PRICE/COST

The Office of Contracting and Procurement (OCP) on behalf of the Office of Risk Management (ORM) seeks the services of qualified actuary and administrative consulting staff to assist the Metropolitan Police Department (MPD) and Fire and Emergency Medical Services (FEMS) uniformed and non uniformed employees and District’s Third Party Administrator to develop and compile reliable workers compensation and tort liability claims financial accounting data and produce an actuarial study valuation of the workers compensation and tort liability.

B.2 CONTRACT TYPE

The District intends to award a labor hour contract.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR PERIOD OF PERFORMANCE

Contract Line Item No. (CLIN)	Labor Category	Unit	Unit Price	Estimated Number Hours	Total Estimated Price
0001	Managing Director	Hour	\$ _____	85	\$ _____
0002	Project Director	Hour	\$ _____	50	\$ _____
0003	Actuarial Data Analysis Manager	Hour	\$ _____	162	\$ _____
0004	Actuarial Data Analysis Team Member	Hour	\$ _____	121	\$ _____
0005	Actuarial Data Analysis Manager	Hour	\$ _____	121	\$ _____
0006	Financial Analyst	Hour	\$ _____	162	\$ _____
0007	Editor	Hour	\$ _____	45	\$ _____
0008	Administrative Support	Hour	\$ _____	140	\$ _____
Base Year Estimated Total					\$ _____

B.3.2 OPTION PERIOD ONE PERIOD OF PERFORMANCE

Contract Line Item No. (CLIN)	Labor Category	Unit	Unit Price	Estimated Number Hours	Total Estimated Price
0101	Managing Director	Hour	\$ _____	85	\$ _____
0102	Project Director	Hour	\$ _____	50	\$ _____
0103	Actuarial Data Analysis Manager	Hour	\$ _____	162	\$ _____
0104	Actuarial Data Analysis Team Member	Hour	\$ _____	121	\$ _____
0105	Actuarial Data Analysis Manager	Hour	\$ _____	121	\$ _____
0106	Financial Analyst	Hour	\$ _____	162	\$ _____
0107	Editor	Hour	\$ _____	45	\$ _____
0108	Administrative Support	Hour	\$ _____	140	\$ _____
Option Year One Estimated Total					\$ _____

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B.3.3 OPTION PERIOD TWO PERIOD OF PERFORMANCE

Contract Line Item No. (CLIN)	Labor Category	Unit	Unit Price	Estimated Number Hours	Total Estimated Price
0201	Managing Director	Hour	\$ _____	85	\$ _____
0202	Project Director	Hour	\$ _____	50	\$ _____
0203	Actuarial Data Analysis Manager	Hour	\$ _____	162	\$ _____
0204	Actuarial Data Analysis Team Member	Hour	\$ _____	121	\$ _____
0205	Actuarial Data Analysis Manager	Hour	\$ _____	121	\$ _____
0206	Financial Analyst	Hour	\$ _____	162	\$ _____
0207	Editor	Hour	\$ _____	45	\$ _____
0208	Administrative Support	Hour	\$ _____	140	\$ _____
Option Year Two Estimated Total					\$ _____

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B.3.4 OPTION YEAR THREE PERIOD OF PERFORMANCE

Contract Line Item No. (CLIN)	Labor Category	Unit	Unit Price	Estimated Number Hours	Total Estimated Price
0001	Managing Director	Hour	\$ _____	85	\$ _____
0002	Project Director	Hour	\$ _____	50	\$ _____
0003	Actuarial Data Analysis Manager	Hour	\$ _____	162	\$ _____
0004	Actuarial Data Analysis Team Member	Hour	\$ _____	121	\$ _____
0005	Actuarial Data Analysis Manager	Hour	\$ _____	121	\$ _____
0006	Financial Analyst	Hour	\$ _____	162	\$ _____
0007	Editor	Hour	\$ _____	45	\$ _____
0008	Administrative Support	Hour	\$ _____	140	\$ _____
Option Year Three Estimated Total					\$ _____

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SECTION C
DESCRIPTIONS, SPECIFICATIONS, STATEMENT OF WORK

C.1 SCOPE

The District of Columbia Government, Office of Contracting and Procurement (OCP) on behalf of the Office of Risk Management (DCORM) is seeking the services of qualified actuary and administrative consulting staff to assist the Metropolitan Police Department (MPD) and Fire and Emergency Medical Services (FEMS) uniformed and non uniformed employees and District’s Third Party Administrator to develop and compile reliable workers compensation and tort liability claims financial accounting data and produce an actuarial Study valuation of the workers compensation and tort liability in accordance with Governmental Accounting Standards Board Statement No. 10, and its amended Statement No. 30.

The actuarial valuations and the related claim compilation shall cover the fiscal years ending September 30, 2008, 2009 and 2010 for inclusion of the actuarial estimate of the District’s workers compensation liability in the District’s Comprehensive Annual Financial Report (CAFR) for each respective year.

Separate actuarial valuations shall be made for the following year report and shall include the following (4) four component liabilities:

- a. DCP workers compensation program for the District’s civilian employees
- b. Work Injury Indemnity workers compensation program for the District’s uniform (non civilian) employees
- c. Automobile Tort Liability program for District vehicles
- d. General Tort Liability program for Property, building and other legal judgments against the District

C.1.1 Applicable Documents

Number	Type	Name	Date/ Version
1	Industry Standards	Governmental Accounting Standards Board Statement No. 10	Most Recent
2	Industry Standards	Governmental Accounting Standards Board Statement No. 30	Most Recent
3	District Report	FY 2007 Comprehensive Annual Finance Report (CAFR) Audit	2007

C.1.2 DEFINITIONS and Acronyms

C.1.2.1 Actuary- a statistician who computes insurance risks and premiums and liabilities using reasonable statistical assumptions based on component date underlying the risk, premium or liability that needs to be evaluated.

C.1.2.2 Qualified Actuary- for the propose of satisfying the responsibilities of this engagement, the District deems a qualified actuary to be an Associate or fellow of the Society of Actuaries or the Casualty Actuarial Society for the last fifteen or more years and have at least seven years experience working with financial accounting valuations for workers compensation, tort liability, post retirement medical and defined benefit pension plan valuations. In addition, at least one of the two qualified actuaries which must sign the annual valuation report for the scope of this engagement must be an Associate or Fellow member of the Casualty Actuarial Society and have at least seven years experience working with government employer sponsored workers compensation and tort liability program valuations.

C.2 BACKGROUND

C.2.1 DCORM, through the Risk Financing Division, has direct oversight for claims filed against the District. The Claims Bureau manages the adjudication process for property, liability and Disability compensation (Workers compensation) claims. DCORM property liability claims are the responsibility of in-house staff. The Risk Financing Division conducts investigations and makes liability determinations and settlements prior to lawsuits being filed. The Settlements and Judgments Funds (S&J Funds) is used to provide the fiscal resources to settle claims and lawsuits and pay judgments in most types of civil cases filed against the District. If a lawsuit is filed, the resolution of suit claims fall under the Office of the Attorney General. Nonetheless, DCORM has all final decisions about the use of the S&J Fund.

C.2.2 Caseloads for the past few years have averaged approximately 2,500 new claims. The DCORM Disability Compensation Program (DCP) is a self-insured program, administered by a Third Party Claims Administrator (TPA). This program covers approximately 32,000 employees and currently excludes uniformed police, firefighters, emergency personnel covered under the Police and Firefighters Disability Act. Caseloads for DCP claims for the past few years have averaged approximately 1,800 new claims.

C.2.3 As a part of the FY 2007 CAFR, the District's external auditors and the CFO's Office of Integrity and Oversight (OIO), noted the following deficiencies in the Internal Controls Over Financial Reporting relating to

the Completeness of the Actuarial Report: failure to perform a six-month and or twelve-month run-off test; failure to perform a compilation of an exposure base to monitor ultimate loss trends; no analysis of increased case reserves for certain older workers compensation claims and more recent general liability claims and the reporting of incomplete cumulative paid and reported losses by evaluation date for closed and open claims and incomplete and inaccurate data files received from the Metropolitan Police Department (MPD) and the Fire and Emergency Medical Services Department (FEMS).

C.3 REQUIREMENTS

C.3.1 CAFR AUDIT FOLLOW UP

As a follow-up to the Study, as well as to address the findings of the District's external auditors and the OIO, the Contractor shall complete the following elements to address the completeness of the actuarial report.

- a. A six-month or twelve-month actuarial "run-off" test to ascertain actual paid and reported losses compared to the expectations must be made and included in the actuarial report.
- b. A compilation of an exposure base monitor ultimate loss trends, such as frequency and severity, by policy year must be made and included in the actuarial report.
- c. An initial analysis of such methods, systems, procedures, practices or policies that may help MPD and FEMS address deficiencies in each of their internal controls and processes with respect to the indemnity compensation portion of their workers' compensation claims administration, and thereby provide ORM with better functioning oversight of same.
- d. Draft procedures and assist the ORM in performing an accounting reconciliation with applicable District agencies and departments.
- e. Assess the Tort Divisions claims management business processes and provide recommendations and technical assistance in simplifying claim processing procedures and developing related documentation.
- f. Assess the applicability of the Federal OSHA standards to ORM and make recommendations on deployment of these responsibilities within ORM

C.3.2 ACTUARIAL STUDY VALUATION - WORKERS COMPENSATION AND TORT LIABILITY CLAIMS FINANCIAL ACCOUNTING DATA

The Contractor shall perform the following in support of the actuarial study valuation to include the components described in C.1.

- C.3.2.1** The Contractor shall identify and correct workers' compensation reserve and claim adjuster accounting issues.
- C.3.2.2** The Contractor shall work with ORM to address incomplete and missing worker compensation as necessary as requested by the Contracting Officers Technical Representative (COTR) identified in G.9.1.
- C.3.2.3** The Contractor shall draft and disseminate required data requests and the format of such data required for ORM, FEMS and MPD.
- C.3.2.4** The Contractor shall refine the ORM procedures for providing actuarial and claim data in connection with the Study and future studies
- C.3.2.5** The Contractor shall communicate with key personnel within ORM, MPD, FEMS and other relevant stakeholders for project objectives, activities and expected outcomes.
- C.3.2.6** The Contractor shall provide the District's internal accountants with complete DCP workers' compensation claims accounting data. Additionally, to test the completeness of open claims, the Contractor shall assist District internal accountants with the reconciliation of claim data recorded payments to actual District DCP payments made during the fiscal year.
- C.3.2.7** The Contractor shall receive, review and analyze the loss run information for general liability data.
- C.3.2.8** The Contractor shall receive, review and analyze claims information for the non-uniform workers compensation programs.
- C.3.2.9** The Contractor shall receive, review and analyze information and data for the indemnity reserves and the payroll file from MPD and FEMS.
- C.3.2.10** The Contractor shall analyze and include case claim reserve increases in the actuarial report to enable the external auditors to address the adequacy of the reserve setting and the accuracy of the paid claims to the information on file.

- C.3.2.11** The Contractor shall complete workers' compensation accounting reconciliation for the previous fiscal year and develop a workers' compensation summary report for both uniform and non-uniform employees.
- C.3.2.12** The Contractor shall meet, make conference calls and communication with ORM, FEMS and MPD, as necessary, to discuss required data and requests, as well as to provide status reports.
- C.3.2.13** The Contractor shall finalize claim reserve issues and send the data in the format required by the Actuary.
- C.3.2.14** The Contractor shall complete actuarial calculations and develop valuation procedures for the DCP non-uniform plan.
- C.3.2.15** The Contractor shall complete actuarial calculations and develop valuation procedures for the Indemnity portion of the Work Injury.
- C.3.2.16** The Contractor shall draft the Study and present a first, second and final Study to the ORM, FEMS, MPD, external auditors and all other relevant stakeholders.
- C.3.2.17** The Contractor shall conduct a six-month or twelve-month actuarial "run-off" test to ascertain actual paid and reported losses compared to the expectations for the report.
- C.3.2.18** The Contractor shall compile an exposure base to monitor ultimate loss trends, such as frequency and severity, by policy year for inclusion in the report.
- C.3.2.19** The Contractor shall provide an initial analysis of such methods, systems procedures, practices or policies that may help MPD and FEMS address deficiencies in each of their internal controls and processes with respect to workers' compensation claims administration, and thereby provide ORM with better functioning oversight of same.
- C.3.2.20** The Contractor shall draft procedures and assist the ORM in performing an accounting reconciliation with applicable District agencies and departments.
- C.3.2.21** The Contractor shall, at the conclusion of the contract return all materials and documents provided by the District to the COTR. The materials and documents are the property of the District.

C.3.2.22 The Contractor, after submitting the final report to the COTR, shall be available to ORM for questions and presentations through without further cost charged to the contract.

C.3.3 ACTUARY AND ADMINISTRATIVE CONSULTING STAFF QUALIFICATIONS AND SKILL REQUIREMENTS

The Contractor's staff shall maintain the following skills and abilities:

C.3.3.1 Ability to read and comprehend complex data and legal documents.

C.3.3.2 Skill at reviewing and interpreting regulations and legislation pertaining to risk and insurance management

C.3.3.3 Knowledge and applicable legislation/regulations and guidelines affecting specific program areas. Guidelines include pertinent statutes, rules, directives, and laws established by the District of Columbia precedents and established policies and procedures. The incumbents must use judgment and expertise in interpreting the intent of the guides.

C.3.3.4 Ability to read, analyze and interpret case law, insurance/Workers Compensation Law, insurance policies, general business periodicals, professional journals, and technical procedures.

C.3.3.5 Knowledge of insurance case law and basic tort law as it pertains to the District of Columbia.

C.3.3.6 Knowledge of workers compensations coverage, terms, conditions, and exclusions.

C.3.3.7 Writing skills including skill at writing and preparing reports and compiling data information.

C.3.3.8 Ability to negotiate and build partnerships, and advises others on DCORM rules, regulations, and/or other related issues.

C.3.3.9 Organizational skills including analytical skills at defining problems and collecting relevant information to recommend solutions.

C.3.3.10 Skill at gathering and maintain data records and files.

C.3.3.11 Skill at following directions and completing assignments without close supervision.

C.3.3.12 The Contractor shall have expert experience in actuarial studies and practices.

C.3.3.13 The Contractor shall understand the nature of the Study and familiarity with District Government policies or similar jurisdictions.

C.3.4 ACTUARIAL STUDY VALUATION RELATED SERVICES

C.3.4.1 Coordination/Communication

The Contractor shall work under the general supervision of the DCORM Director, who establishes overall objectives of work assignments based on the priorities and needs of the office. The Contractor shall

- a. work closely with ORM in planning and performing the assigned duties and responsibilities.
- b. set priorities and establish deadlines that are in keeping with the Office of Risk Management timeline for completion and District protocols based on knowledge of the importance or urgency of the assignment.
- c. Ensure that work products and deliverables are reviewed for accuracy, general effectiveness and adherence to policy.

C.3.4.2 Bi-Weekly Reports

The Contractor shall provide bi-weekly reports to the COTR, throughout the performance of the contract setting out current and upcoming activities, decisions required and issues of acceptance of the provided documentation shall be a condition of payment to the Contractor.

C.3.4.3 Project Work Plan

The Contractor shall provide a Project Work Plan to include the major activities and timeline to complete the required services including the development and submission of the required deliverables.

**SECTION D
INSPECTION AND ACCEPTANCE**

This section is not applicable to this solicitation.

**SECTION E
INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract will be governed by clause number (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts (Attachment J.1) dated, March 2007.

**SECTION F
DELEVERIES OR PERFORMANCE**

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of one (1), one (1) year, option period, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

F.3.1 Contractor shall perform the required services and tasks and develop and submit three (3) hard copies and one (1) electronic copy of the following deliverables to the COTR identified in G.5 in accordance with the due dates identified below:

Deliverable	Due Date
CAFR Audit Follow-Ups (C.3.1)	June 30th of each period of performance
Actuarial Study Valuation (C.3.2)	December 15 th of each period of performance

Deliverable	Due Date
Bi-weekly Reports (C.3.4.2)	Bi-weekly at beginning two weeks from date of award
Project Work Plan	Within 10 days from contract award

F.3.3 Contractor shall prominently label all reports with Contractor’s name and business address, along with the Contract Number, on the cover of the report.

F.3.3 If any documents contain confidential information, the outer and inner contents of the package shall be prominently labeled “Confidential.”

F.3.4 Notice of Disapproval of Deliverables – Resubmission of Deliverables

The COTR (or designee) shall provide written notice of disapproval of a Deliverable or report to the Contractor within thirty (30) days of submission if it is disapproved. The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements. Contractor shall make the corrections and resubmit the Deliverable within fourteen (14) Business Days unless otherwise specifically noted in the notice of disapproval.

F.3.5 Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the contractor shall not be paid.

**SECTION G
CONTRACT ADMINISTRATION DATA**

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Controller/Agency CFO
441 4th Street, NW
Suite 890 North
Washington, DC 20001
(202) 727-0333

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

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

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

The District will make monthly payments to the Contractor for at the pieces provided in Section B.3 upon the receipt and acceptance of approved invoices.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

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

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

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

G.6.2 PAYMENTS TO SUBCONTRACTORS

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

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

James H. Marshall
Office of Contracting and Procurement
441 4th Street, NW Room 700 South
202 724-4197

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Kelly Valentine
441 4th Street, NW 800 South
Washington, DC 20001

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

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination Revision No. 5 dated May 9, 2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;

- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 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.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

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

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 are incorporated as part of this solicitation as Attachment J.1 and the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists,

specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, 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, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor 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 Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** 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 contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
 - (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____ (Contractor's Name); and

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software

prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** 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.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the 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 Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

Contractor shall procure and maintain, during the entire period of performance under the Contract, the types of insurance specified below. Contractor shall submit a certificate of insurance giving evidence of the required coverage prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

I.8.1.1 All insurance provided by Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional insured. All insurance shall be written with responsible companies licensed by the District with a duplicate copy to be sent to the District. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed.

I.8.1.2 If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided. The successful Offeror at its expense shall obtain the minimum insurance coverage set forth below within five (5) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I.8.2 Public Liability and Property Damage Insurance

Insurance against liability for personal and bodily injury and property damage and machinery insurance in the amount of at least one hundred thousand dollars (\$100,000) for each individual and five hundred thousand dollars (\$500,000) in the aggregate (liability) and two hundred fifty thousand dollars (\$250,000) (property).

I.8.3 Worker's Compensation

Contractor shall carry workers compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this agreement, and Contractor agrees to comply at all times with the provisions of the workers compensation laws of the District.

I.8.4 Employer's Liability

Contractor shall carry employment practices liability of at least one hundred thousand dollars (\$100,000).

I.8.5 Comprehensive Automobile Liability Insurance (applicable to owned, non-owned and hired vehicles)

Contractor shall carry comprehensive automobile liability insurance applicable to owned, non-owned and hired vehicles against liability for bodily injury and property damage and in the amount not less than that required by the District's Compulsory/No-Fault Vehicle Insurance Act of 1982, as amended, and in 27 D.C.M.R. § 2712.6.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

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

SECTION J
LIST OF ATTACHMENTS

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.2	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 05 dated May 8, 2008
J.3	Reserved
J.4	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.5	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
J.6	District of Columbia Living Wage Notice
J.7	District of Columbia Living Wage Fact Sheet
J.8	Reserved
J.9	Tax Certification Affidavit
J.10	Past Performance Evaluation Form
J.11	Cost/Price Data Package

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

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

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

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the offeror is considered to be a certification by the signatory that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.9.

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

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCAA-2009-R-4242 – Office of Risk management Actuarial Study Valuation.

The narrative sections of each volume shall be formatted as follows:

- a. Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper;
- b. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed; and
- c. Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must

contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.1 TECHNICAL PROPOSAL

L.2.1.1 Past Performance and Previous Experience

L.2.1.1.1 Past Performance and Previous Experience Narratives

- a. Describe the number of years of experience performing actuarial valuation studies similar in size and scope as the requirements described in C.3.
- b. Describe the Offeror's involvement completing requirements similar in size and scope as those described in C.3 including lessons learned, challenges and barriers overcome to successfully complete the required services.

L.2.1.1.2 Past Performance and Previous Experience Attachments

- a. List three (3) references related to Offeror's experience conducting actuarial evaluations similar in size and scope as those described in C. 31 and C.3.2;
- b. List the following information for contracts and subcontracts under which Offeror has performed work similar to that identified in this RFP (please list in order of largest to smallest contract or subcontract value):
 - a. Name of contracting activity;
 - b. Contract number;
 - c. Contract type;
 - d. Contract duration (or Period);
 - e. Total contract value;
 - f. Type of work performed;
 - g. Contracting Officer's Name, Address and Telephone;
 - h. Project Manager's Name, Address and Telephone;
 - i. A description of any major problems encountered in performing the contract and corrective actions taken;
- c. Offeror shall request that each business reference listed in complete the Past Performance Evaluation Form attached in Section J. and forward the completed to the Contact Person identified in Section L.2 prior to the closing date established for the solicitation and described in Section L.4.

L.2.1.2 Technical Approach and Expertise

L.2.1.2.1 Technical Approach and Expertise Narratives

- a. Describe the Offeror's understanding of the District's requirements C.3;
- b. Describe the Offeror's overall technical approach and methodology to complete each of the required tasks described in C.3;
- c. Describe the offeror's proposed staffing mix and the relevant experience of the proposed staff to successfully complete the required services described in C.3;

L.2.1.2.2 Technical Approach and Expertise Attachments

- a. An organizational chart showing:
 - i. The names and positions of Offeror's employees who will provide or contribute to the services to be performed under the contract;
 - ii. Subcontractors that will be performing services for Offeror under the contract.; and
 - iii. The reporting lines and accountability among Offeror's staff and subcontractors as applicable;
- b. The resumes of the staff indicating their relevant abilities and skills as described in C.1.2.2 and C.3.3;
- c. Conceptual Project Work Plan as described in C.4.3;

L.2.1.3 REPRESENTATIONS AND CERTIFICATIONS

Offeror shall complete the following representations and certifications:

- a. Completed information in the Equal Employment Opportunity Forms, Attachment J.5;
- b. Tax Certification, Attachment J.6;
- c. Certification of Independent Price Determination (K.6);
- d. Equal Employment Opportunity Policy Statement (Attachment J.4) and
- e. First Source Employment Agreement (Attachment J.5)

L.2.2 PRICE PROPOSAL

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Cover Letter

- b. Completed Price Schedule (B.3)
- c. Contract Budget and Cost and Price Data
- d. Offeror shall complete and provide the Cost/Price Data Certification provided in Attachment J.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 pm October 20, 2008**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c. The proposal is the only proposal received.

L.3.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 LATE MODIFICATIONS

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 LATE PROPOSALS

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 7 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 7 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, James H. Marshall at 724-4197 or jim.marshall@dc.gov by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, James H. Marshall at 724-4197 or jim.marshall@dc.gov of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, James H. Marshall at 724-4197 or jim.marshall@dc.gov that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.7 PROPOSALS WITH OPTION YEARS

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington,

D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing

work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

James H. Marshall
Office of Contracting and Procurement
441 4th Street, NW, Room 700 South
Washington, DC 20001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation

or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.19.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.19.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

**SECTION M
EVALUATION FACTORS**

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M. 3 EVALUATION CRITERIA

TECHNICAL EVALUATION FACTORS 0 – 75 POINTS		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	RELATIVE IMPORTANCE
Past Performance and Previous Experience	0 - 50	
Technical Approach and Expertise	0 - 25	
PRICE EVALUATION 0 – 25		
Price	0 - 25	Price is less important than Technical Capability and Corporate Qualifications.
PREFERENCE POINTS 0 – 12		
Preference Points	0 –12	Preference Points as described in M.6.1
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5 Open Market Clauses With No Subcontracting Set-Aside (Supplies And Services)

M.5.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.5.1.1 General Preferences

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

M.5.1.1.1 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

M.5.1.1.2 Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.3 Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.4 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

M.5.1.1.5 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

M.5.1.1.6 Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.5.2 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

M.5.2.1 Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

M.5.2.2 Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

M.5.2.3 Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.5.2.4 Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.5.2.5 Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.5.2.6 Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.5.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in

response to an RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.54 Preferences for Certified Joint Ventures

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

M.5.5 Vendor Submission for Preferences

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

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

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

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

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

M.5.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.