

SOLICITATION, OFFER, AND AWARD		1. Caption Drug and Alcohol Testing Services		Page of Pages 1 47	
2. Contract Number	3. Solicitation Number DCBE-2009-B-0012	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 12/12/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Department of Human Services 64 New York Avenue, NE, 6th Floor Washington, DC 20002-2236			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001		

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

SOLICITATION

9. Sealed offers in original and 2 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 703S, Bid Room, Washington DC until 10:00 am local time 12-Jan-09
(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	B. Telephone			C. E-mail Address
	Mr. Anthony Berry	(Area Code) 202	(Number) 671-4464	(Ext) n/a	anthony.berry@dc.gov

11. Table of Contents

Page	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
1	A	Solicitation/Contract Form	33-38	X	I	Contract Clauses	
2-6	B	Supplies or Services and Price/Cost			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
7-21	C	Specifications/Work Statement	39	X	J	List of Attachments	
22	D	Packaging and Marking			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
23	E	Inspection and Acceptance					
24	F	Deliveries or Performance	40-42	X	K	Representations, certifications and other statements of offerors	
25-28	G	Contract Administration Data	43-47	X	L	Instructions, conditions & notices to offerors	
29-32	H	Special Contract Requirements	n/a	X	M	Evaluation factors for award	

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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 10 Calendar days % 20 Calendar days % 30 Calendar days % ___ Calendar days %

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		15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code)	(Number) (Ext)			

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1** The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of The D.C. Department of Human Resources (DCHR),” the District” is seeking a contractor to serve as Third Party Administrator (TPA) to administer the District of Columbia drug and alcohol testing program for persons in safety sensitive positions.
- B.2** The District contemplates one (1) award of a requirements contract with a cost reimbursement component based on fixed unit prices in accordance with 27 DCMR, Chapter 24.
- B.2.1** The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, (Section G.10 Ordering Clause). The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
 - b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
 - c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.3 Base Year

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Estimated Quantity	Total Estimated Price
CLIN 0001	Initial controlled substance initial screenings	\$___per (Ea.)	4050	\$_____
CLIN 0002	Controlled substance confirmation	\$___per (Ea.)	950	\$_____
CLIN 0003	Initial alcohol screenings	\$___per (Ea.)	850	\$_____
CLIN 0004	Alcohol confirmation	\$___per (Ea.)	85	\$_____
CLIN 0005	Supplies for controlled substance collections, include kits and forms	\$___per (Ea.)	4200	\$_____
CLIN 0006	Supplies for alcohol testing, mouth pieces and forms	\$___per (Ea.)	1100	\$_____
CLIN 0007	No-Show Fee	\$___per (Ea.)	1	\$_____
CLIN 0008	Expert Witness Testimony and Travel	\$_____ Rate	Not to Exceed Cost	\$5,000.00_
Grand Total for B.3				\$_____

B.4 Option Year One

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Estimated Quantity	Total Estimated Price
CLIN 1001	Initial controlled substance screenings	\$___per (Ea.)	4250	\$_____
CLIN 1002	Controlled substance confirmation	\$___per (Ea.)	1025	\$_____
CLIN 1003	Initial alcohol screenings	\$___per (Ea.)	1000	\$_____

CLIN 1004	Alcohol confirmation	\$____per (Ea.)	135	\$_____
CLIN 1005	Supplies for controlled substance collections, include kits and forms	\$____per (Ea.)	4500	\$_____
CLIN 1006	Supplies for alcohol testing, mouth pieces and forms	\$____per (Ea.)	1150	\$_____
CLIN 1007	No-Show Fee	\$____per (Ea.)	1	\$_____
CLIN 1008	Expert Witness Testimony and Travel	\$_____ Rate	Not to Exceed Cost	\$5,000.00_
Grand Total for B.4				\$_____

B.5 Option Year Two

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Estimated Quantity	Total Estimated Price
CLIN 2001	Initial controlled substance screenings	\$____per (Ea.)	4500	\$_____
CLIN 2002	Controlled substance confirmation	\$____per (Ea.)	1100	\$_____
CLIN 2003	Initial alcohol screenings	\$____per (Ea.)	1150	\$_____
CLIN 2004	Alcohol confirmation	\$____per (Ea.)	275	\$_____
CLIN 2005	Supplies for controlled substance collections, include kits and forms	\$____per (Ea.)	4700	\$_____
CLIN 2006	Supplies for alcohol testing, mouth pieces and forms	\$____per (Ea.)	1300	\$_____

CLIN 2007	No-Show Fee	\$ ___per (Ea.)	1	\$ _____
CLIN 2008	Expert Witness Testimony and Travel	\$ _____ Rate	Not to Exceed Cost	\$5,000.00_
Grand Total for B.5				\$ _____

B.6 Option Year Three

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Estimated Quantity	Total Estimated Price
CLIN 3001	Initial controlled substance screenings	\$ ___per (Ea.)	4500	\$ _____
CLIN 3002	Controlled substance confirmation	\$ ___per (Ea.)	1100	\$ _____
CLIN 3003	Initial alcohol screenings	\$ ___per (Ea.)	1150	\$ _____
CLIN 3004	Alcohol confirmation	\$ ___per (Ea.)	275	\$ _____
CLIN 3005	Supplies for controlled substance collections, include kits and forms	\$ ___per (Ea.)	4700	\$ _____
CLIN 3006	Supplies for alcohol testing, mouth pieces and forms	\$ ___per (Ea.)	1300	\$ _____
CLIN 3007	No-Show Fee	\$ ___per (Ea.)	1	\$ _____
CLIN 3008	Expert Witness Testimony and Travel	\$ _____ Rate	Not to Exceed Cost	\$5,000.00_
Grand Total for B.6				\$ _____

B.7 Option Year Four

Contract Line Item No. (CLIN)	Item Description (Provide summary description of Supplies/Services)	Price Per Unit (State unit type, i.e., hour, job, lot)	Estimated Quantity	Total Estimated Price
CLIN 4001	Initial controlled substance screenings	\$____per (Ea.)	4500	\$_____
CLIN 4002	Controlled substance confirmation	\$____per (Ea.)	1100	\$_____
CLIN 4003	Initial alcohol screenings	\$____per (Ea.)	1150	\$_____
CLIN 4004	Alcohol confirmation	\$____per (Ea.)	275	\$_____
CLIN 4005	Supplies for controlled substance collections, include kits and forms	\$____per (Ea.)	4700	\$_____
CLIN 4006	Supplies for alcohol testing, mouth pieces and forms	\$____per (Ea.)	1300	\$_____
CLIN 4007	No-Show Fee	\$____per (Ea.)	1	\$_____
CLIN 4008	Expert Witness Testimony and Travel	\$_____ Rate	Not to Exceed Cost	\$5,000.00_
Grand Total for B.7				\$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of The District of Columbia, Department of Human Resources (DCHR), the District is seeking a contractor(s) to serve as Third Party Administrator (TPA) to administer the District of Columbia drug and alcohol testing programs for persons in safety sensitive positions. As TPA, the contractor would have to meet certain specifications and be responsible for providing pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing for all affected applicants and employees.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Title	Date	Where Located
Federal Register, Vol. 69, No. 71 “National Laboratory Certification Program”	Mandatory Guidelines for Federal Workplace Drug Testing Programs	April 13, 2004	http://workplace.samhsa.gov/
49 CFR Part 40	Procedures for Transportation Workplace Drug and Alcohol Testing Programs	August 2001	www.dot.gov
D.C. OFFICIAL CODE § 1-620.21 <i>ET SEQ.</i>	Mandatory Drug and Alcohol Testing of Certain Employees of the Department of Human Services and the Commission on Mental Health Services	April 1999	http://government.westlaw.com
D.C. official code § 1-620.31 et seq.	Mandatory Drug and Alcohol Testing for all Employees who service Children	April 2005	http://government.westlaw.com

Item No.	Title	Date	Where Located
D.C. OFFICIAL CODE § 24- 211.21 <i>ET SEQ.</i>	Department of Corrections Employee Mandatory Drug and Alcohol Testing	September 1996	http://government.westlaw.com
D.C. OFFICIAL CODE § 6-217	District of Columbia Housing Authority, 1999	May 2000	http://government.westlaw.com
D.C. OFFICIAL CODE § 50- 1901 <i>ET SEQ.</i>	Motor Vehicle Operators; Implied Consent to Blood-Alcohol Content Tests	October 1972	http://government.westlaw.com
D.C. Official Code § 1-620.11	Testing of Drivers of Commercial Motor Vehicles for the Presence of Alcohol and Controlled Substances Personnel Management	June 1998	http://government.westlaw.com
District of Columbia Personnel Manual, Chapter 39	Testing for the Presence of Controlled Substances and Alcohol	May 2, 2005	http://www.dchr.dc.gov
District of Columbia Personnel Manual, Chapter 39-1	Mandatory Drug and Alcohol Testing of Employees who service Children an Youth	June 10, 2008	http://www.dchr.dc.gov
District of Columbia Personnel Manual, Chapter 4	Organization for Personnel Management	March 3, 1979	http://www.dchr.dc.gov

C.1.2 DEFINITIONS

Act -- Child and Youth, Safety and Health Omnibus Amendment Act of 2004.

Alcohol -- the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols in methyl and isopropyl alcohol, no matter how it is packaged or in what form the alcohol is stored, utilized or found.

Applicant -- a person who has filed a written employment application form to work for the District.

B.A.T -- Breath Alcohol Technician – person trained to conduct alcohol breathalyzer tests.

Breathalyzer/Evidential Breath Testing Device (EBT) -- method for measuring the level of alcohol present in an individual.

CCF Form -- Control and Custody Form; used to monitor the custody of the collected specimen.

CMPA -- the District of Columbia Government Comprehensive Merit Personnel Act of 1978 (D.C. Law 2-139; D.C. Code § 1-601 *et seq.*).

Collection Site—Contractor’s facility used in performance controlled substance testing.

Collection Site Personnel—Persons involved in the collection process.

Controlled substance -- a drug, substance, or immediate precursor, as set forth in Schedules I through V of D.C. Official Code § 48-902.01 *et seq.*

COTR -- Contracting Officer Technical Representative.

Emergency-- Emergency shall be defined as an act or circumstance that is beyond the direct control of the Government.

Enzyme-Multiplied-Immunoassay Technique (EMIT) -- initial method that is used to test for controlled substances in urine samples.

Gas chromatography mass spectrometry (GCMS) methodology -- the only authorized confirmation-testing method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.

Management employee -- any person whose functions include responsibility for project management and supervision of staff and the achievement of the project’s overall goals and objectives.

MRO—Medical Review Officer

MRO Training Organization—National Organization that trains and certifies MRO (s)

NLCP--National Laboratory Certification Program

Personnel authority -- a person or entity with the authority to administer all or part of a personnel management program as provided in Title IV of the District of Columbia

Government Comprehensive Merit Personnel Act of 1978 (“CMPA”), (D.C. Official Code § 1-604.01, *et seq.*).

Post-accident employee -- any District employee who, while on duty, was involved in a vehicular or other type of accident involving the operation of heavy equipment or machinery and which resulted in personal injury or property damage, or both.

Public protection-sensitive position -- employment which involves (1) the operation of heavy equipment or heavy machinery; (2) conducting investigations in residences or businesses; (3) handling hazardous or dangerous materials; (4) working with or around vulnerable adults; (5) handling large sums of money without supervision; or (6) the design, use, or operation of District government automated information technology systems.

Random testing -- controlled substance or alcohol testing taken by an employee at an unspecified time for the purposes of determining whether the employee has used a controlled substance or alcohol and as a result would be unable to satisfactorily perform his or her employment duties.

Reasonable suspicion -- a reasonable belief based on personal observation that an individual is under the influence of a controlled substance or alcohol such that the individual’s ability to perform his or her job would be impaired.

Reasonable suspicion referral -- a referral, based on reasonable suspicion of an employee by a management employee in that employee’s chain of command, for testing for the presence of a controlled substance or alcohol.

SAMHSA - - United States Substance Abuse and Mental Health Services Administration

Third Party Administrator Program (TPA) -- the entity that provides the day-to-day management of the controlled substance and alcohol testing program for District government applicants and employees subject to such program.

Vulnerable adult -- a person 18 years of age or older who has a physical or mental condition which substantially impairs the person from adequately providing for his or her own care or protection.

Youth -- persons between thirteen (13) and seventeen (17) years of age, inclusive.

C.2 BACKGROUND

The D.C. Department of Human Resources (DCHR) provides human resource management services that strengthen individual and organizational performance and enable the District government to attract, develop and retain a well-qualified, diverse workforce.

The District of Columbia government is committed to providing a safe and healthy workplace for all District employees, and is responsible for selecting the most qualified candidates to join the District’s workforce. To this end, DCHR expects to hire 1,500 new employees during the proposed contracting period. In accordance with, Title I of D.C.

Law 15-353, the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (“Act”), Subtitle XX-C, Mandatory Drug and Alcohol Testing Program for Certain Employees Who Serve Children, it is required that all applicants for employment in a safety-sensitive position within the District government be tested by the District government for alcohol and drug use. In addition, all incumbent employees who work directly with children and youth are also required to undergo random, reasonable suspicion, post-accident, return-to-duty and follow-up drug and alcohol testing. Currently, there are no such drug and alcohol testing services being performed to encompass the breadth of the program needed by DCHR to fully implement the Child and Youth, Safety and Health Omnibus Amendment Act of 2004.

In addition, DCHR intends to submit legislation to the Council of the District of Columbia which would amend the CMPA by adding a section entitled the “Applicant and Employee Mandatory Controlled Substance and Alcohol Testing Amendment Act of 2008.” It would establish a mandatory controlled substance testing program for all applicants for District of Columbia government positions who have been offered employment and a mandatory controlled substance and alcohol testing policy for certain District government employees who are not already subject to such testing.

The purpose of the program is to protect the safety of the public and individuals receiving services from employees of the District of Columbia government and those who contract with the District. In addition, this program will deter and detect the use of illegal controlled substance use and alcohol misuse in the workplace.

C.3 REQUIREMENTS

The contractor shall provide the following requirements as specified in Section C.3.1 through C.3.25

- C.3.1** The Contractors shall be certified by the Department of Health and Human Services, National Laboratory Certification Program (NLCP), for each type of specimen being collected and must be re-certified every three years. The Contractor shall furnish proof of laboratory certifications, licenses along with their bid.
- C.3.2** The Contractor shall furnish all labor, material and equipment necessary and incidental to the furnishing of laboratory services for analyzing urine, saliva, and hair specimens for the detection of controlled substances. This includes custody and control alcohol testing forms, tamper-evident tape and mouthpieces and other necessary items.
- C.3.3** The Contractor shall provide qualified laboratory and professional personnel that include forensic toxicologists, certifying scientists and medical technologists in accordance with Public Health Laws and District of Columbia requirements.
- C.3.4** The Contractor shall use all equipment approved by SAMHSA Products List.
- C.3.5** The Contractor’s laboratory shall be licensed by the District of Columbia or able to perform business in the District of Columbia.
- C.3.6** The Contractor shall furnish all transportation of specimens, collection supplies including bluing agents and forms; have electronic capabilities, including computer hardware and software used in performing controlled substance testing, data entry services, specimen

collections at the Contractor's facilities; and have in place records management system and reporting in accordance with all applicable standards and regulations.

C.3.7 The Contractor shall provide results to the Contracting Officer Technical Representative within 48 hours.

C.3.8 The Contractor shall conduct a 10-panel test, to include SAMHSA (formerly NIDA) drugs in conformance with Department of Transportation (DOT) regulations along with five additional panels, and cut-off levels as per the Department of Health and Human Services (DHHS) guidelines. These tests shall include but not limited to;

- i) Marijuana;
- ii) Amphetamines;
- iii) (d-Amphetamines and Methamphetamine);
- iv) Cocaine, Opiates (including Codeine and Morphine); and
- v) Phencyclidine (PCP)
- vi) Methamphetamines;
- vii) Benzodiazepines;
- viii) Methadone;
- ix) Propoxyphene; and
- x) Barbiturates.

C.3.9 The Contractor shall provide a collection site of their choosing in the District of Columbia, however; the site must be within a one (1) mile radius of a Metro station. The contractor shall at this site perform daily controlled substance testing, to include but not limited to specimen collections and breathe alcohol testing.

C.3.10 The Contractor shall provide all labor, supplies and equipment necessary to perform breath alcohol testing. This includes custody and control alcohol testing forms, tamper-evident tape and mouthpieces and other necessary items.

C.3.11 The Contractor shall provide to the COTR the results of the breath test within 12 to 24 hours of administration.

C.3.12 The Contractor shall serve as the Third Party Administrator with responsibilities to include but not limited to:

- 1) Alcohol and drug testing for all applicants for employment in a safety-sensitive position within the District government;

- 2) Random, reasonable suspicion, post-accident, return-to-duty and follow-up drug and alcohol testing for all incumbent employees who work directly with children and youth;
- 3) Mandatory controlled substance testing for all applicants for District of Columbia government positions, which have been offered employment and mandatory controlled substance and alcohol testing for certain District government employees who are not already subject to such testing.

C.3.13 The Contractor shall develop and submit to the COTR within 30 days from the date of the contract award, a plan for the Third Party Administrator Program that includes a description of the services required for proper administration of the controlled substance and alcohol testing program.

C.3.14 Medical Review Officer (MRO)

C.3.14.1 The Contractor shall provide to the COTR within thirty days (30) after award proof of employment of an MRO. The MRO must meet the requirements as described in Section C.1.1 “Applicable Documents”, Mandatory Guidelines for Federal Workplace Drug Testing Programs, Federal Register, Volume 69, No. 71, issued by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration; to include but not limited to;

(a) MRO (s) shall be knowledgeable in the following areas:

- (1) Demonstrated clinical experience in controlled substances abuse disorders, including detailed knowledge of alternative medical explanations for laboratory confirmed controlled substance test results.
- (2) Familiarity with issues relating to adulterated and substituted specimens as well as the possible medical causes of specimens having an invalid result.
- (3) Familiarity with the SAMHSA MRO Guidelines, and the District of Columbia regulations applicable to controlled substance test results, and must keep current on any changes to these materials.

(b) MRO (s) must demonstrate that they have been certified or qualified in the following areas:

- (i) Collection procedures for urine, saliva, and hair specimens;
- (ii) Chain of custody, reporting, and record keeping;
- (iii) Interpretation of controlled substance and validity tests results;
- (iv) The role and responsibilities of the MRO in the SAMHSA controlled substance-testing program;
- (v) The interaction with other participants in the program (e.g., DERs, SAPs); and

(vi) Provisions of this part and SAMHSA rules applying to employers, including changes and updates to this part and DCHR agency rules, guidance, interpretations, and policies affecting the performance of MRO functions, as well as issues that MROs confront in carrying out their duties under this part and DCHR agency rules.

C.3.14.2 The Contractor shall ensure MRO (s) are certified by a nationally recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of SAMHSA-mandated drug tests and that MRO (s) receive continuing education in the area of drug and alcohol testing and that MRO (s) stay abreast of developments in the drug and alcohol testing arena.

C.3.14.3 The Contractor shall ensure MRO (s) are not an employee or agent of/or have any financial interest in the laboratory for which the MRO is reviewing drug test results. Additionally, the MRO shall not derive any financial benefit by having an agency use a specific drug testing laboratory or have any agreement with the laboratory that may be construed as a potential conflict of interest.

C.3.14.4 The Contractor shall ensure that personnel at the Collection Site ("Collection Site Personnel") involved in the collection process regarding specimen collection for urine and breath specimens shall have required training per the regulations, as well as ensure that all refresher training is conducted and records are maintained.

C.3.14.5 The Contractor must ensure that the MRO has the capacity to:

- (a) Act as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the controlled substance testing process.
- (b) Provide a quality assurance review of the controlled substance testing process for the specimens under your purview. This includes, but is not limited to:
 - 1. Ensure the review of the CCF Form (s) on all specimen collections for the purposes of determining whether there is a problem that may cause a test to be cancelled.

C.3.14.6 The Contractor shall report in writing to the COTR within 24 hours any performance issues, with respect to employers, collection sites and laboratories.

C.3.14.7 The Contractor shall ensure the following duties are preformed by the MRO (s):

- (a) MRO must determine whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid controlled substance tests results from the laboratory.
- (b) Provide medical review of employees' test results, which does not deem that establishment of a doctor-patient relationship with the employees whose tests are reviewed.
- (c) Investigate and correct problems where possible and notify appropriate parties (e.g., HHS, DCHR, service agents) where assistance is needed, (e.g.,

cancelled or problematic tests, incorrect results, problems with blind specimens).

- (d) Ensure the timely flow of test results and other information to DCHR.
- (e) Protect the confidentiality of the controlled substance testing information.
- (f) Perform all functions in compliance with this part and other SAMHSA regulations.
- (g) Review the information on the specimen Custody and Control Form (CCF) and determine that the information is forensically and scientifically supportable.
- (h) Review the laboratory tests results and determine that the information is forensically and scientifically supportable.
- (i) Interview the donor as required.
- (j) Make a determination regarding the test result.
- (k) Report negative, canceled, verified positive, and other non-negative results to the COTR, in writing within 24 hours.
- (l) Ensure donor request for split specimen testing is accomplished.
- (m) Provide litigation support in the form of documentation and testimony.
- (n) Maintain records and confidentiality of the information.

C.3.14.8 The Contractor shall ensure the MRO services shall commence within 4 hours of a positive test result.

C.3.14.9 The Contractor shall perform the following types of tests:

- Pre-employment
- Random
- Reasonable suspicion
- Post-accident
- Return-to-duty
- Follow-up testing of all affected applicants and employees.

C.3.14.10 The Contractor shall ensure quality control, chain-of-custody for samples, reliable collection and testing procedures, and any other safeguards needed to guarantee accurate and fair testing, in accordance with the procedures in Federal Register, Vol 69, No. 71 and District government procedures.

C.3.15 Alcohol Testing and Reporting

C.3.15.1 The Contractor shall test for the breath alcohol levels utilizing an evidential breath testing device (EBT).

C.3.15.2 The Contractor shall ensure urine, saliva, hair specimen collection and breathe alcohol testing for pre-employment, random, post-accident, and reasonable suspicion shall occur 24 hours a day, including holidays and weekends. As such, the vendor shall ensure that collectors and persons certified to perform testing are available to collect urine, saliva, or hair specimens or perform breathalyzer tests and that MRO (s) are available to review test results.

C.3.16 Receipt of Specimen at Laboratory

C.3.16.1 The Contractor shall ensure that all new specimens are maintained in an acceptable environment, i.e., freezing or refrigeration, which would ensure the preservation of the specimen from time of pick-up to time of testing, and for appropriate storage.

C.3.16.2 The Contractor shall be sure to review the Specimen List, i.e. urine, saliva, or hair specimens at the Contractor's laboratory. If the Contractor determines that any non-conformity exists between a Specimen List and the furnished specimens, the Contractor must notify COTR immediately and not perform any examinations on any specimens to which a non-conformity or discrepancy exists until further advised in writing by the COTR.

C.3.16.3 The Contractor shall ensure all specimens will be maintained as set forth in the Federal Register, Vol. 69, No. 71, governing Laboratory Regulations and in an environment which would ensure their preservation.

C.3.16.4 The Contractor shall in addition, report orally, including by telephone and/or fax, to the COTR or their designee any specimens not conforming to testing requirements, including but not limited to specimens received with insufficient sample, discrepancies in the information on specimen bottles and chain of custody forms, and identification of samples where there is evidence of tampering.

C.3.16.5 The Contractor shall provide to the COTR weekly (Thursday) by the close of business, a report that includes but not limited to; incomplete, broken chain of custody and quantity-not-sufficient results.

C.3.16.6 The Contractor shall not charge DCHR for handling of any troubled samples(s).

C.3.16.5 The Contractor shall be responsible for providing Custody and Control Forms for urine, saliva, and hair, and alcohol collections. All forms must be approved in writing by the COTR and comply with the established regulations for controlled substance and alcohol testing.

C.3.16.6 The Contractor shall provide a tamperproof sealing system ("Tamperproof Kits") for urine, saliva, and hair specimens (split samples).

C.3.17 Testing of Urine Specimens

C.3.17.1 The Contractor shall perform 10-panel testing for the mandatory controlled substances listed below. Screening shall be by enzyme immunoassay (EMIT) technique. The initial cut-off levels for the mandatory controlled substances shall be as follows:

Screen Test by Immunoassay (ng/ml)	
<i>Marijuana metabolites</i>	50
<i>Cocaine metabolites</i>	300
<i>Opiate metabolites</i>	300*
<i>Phencyclidine</i>	25
<i>Amphetamines</i>	1,000
 Methamphetamines.....	 1,000
 Benzodiazepines.....	 200
 Barbiturates.....	 300
 Methadone.....	 300
 Propoxyphene.....	 300

*25 ng/ml if immunoassay specific for free morphine.

C.3.17.2 The Contractor shall also perform screening tests for other controlled substances when approved in writing by COTR. For instance in cases of reasonable suspicion, an expanded opiates panel will be added for drug testing. Cut-off levels for the other controlled substances will be dependent upon the COTR’s written approval of the Contractor's current methodology and cut-off levels.

C.3.18 Confirmation Testing

C.3.18.1 The Contractor shall ensure all specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques at the cut-off values listed for mandatory controlled substances as per the regulations or other DCHR-approved methods. These confirmation tests shall be performed on the same specimen as the initial screen.

C.3.18.2 Cut-off levels for confirmatory tests shall be as follows:

Confirmatory Test Level **(ng/ml)
--

Marijuana metabolite ¹	15
Cocaine metabolite ²	150
<u>Opiates:</u>	
Morphine.....	2000
Codeine.....	2000
Phencyclidine.....	25
Amphetamine.....	500
Methamphetamine.....	500
 Methamphetamines.....	 500
 Benzodiazepines.....	 500
 Barbiturates.....	 200
 Methadone.....	 200
 Propoxyphene.....	 200

C.3.18.3 The Contractor shall perform confirmatory tests for optional controlled substances. Cut-off levels will depend on the COTR's written approval of the Contractor's methodology and cut-off levels. In accordance with the regulations, upon written request by the COTR, the Contractor shall send the split sample to another DHHS-approved laboratory for testing.

C.3.18.4 The Contractor shall transfer the split specimen to another laboratory for retesting within 24 hours of receipt of a written authorization from the COTR, provided that the alternate laboratory is in complete compliance with the SAMHSA.

C.3.18.5 The Contractor shall follow the chain of custody procedures when transferring the sample in conformity with DHHS requirements for controlled substance testing.

C.3.19 Reporting of Controlled Substance Test Results and Alcohol Test Results

C.3.19.1 The Contractor shall:

- 1) Provide results in writing to the COTR within 48 hours.
- 2) Conduct a 10-panel test, to include SAMHSA (formerly NIDA) drugs along with five additional panels, and cut-off levels as per DHHS guidelines. They include but not limited to;

¹ Delta-9 Tetrahydrocannabinol - 9 carboxylic acid.

² Benzoylcegonine.

- i) Marijuana;
- ii) Amphetamines;
- iii) (d-Amphetamines and Methamphetamine);
- iv) Cocaine, Opiates (including Codeine and Morphine);
- v) Phencyclidine (PCP);
- vi) Methamphetamines;
- vii) Benzodiazepines;
- viii) Methadone;
- ix) Propoxyphene; and
- x) Barbiturates.

3) Perform daily controlled substance testing, to include specimen collections and breath alcohol testing, at a designated site located in the District of Columbia (of the Contractor's choosing), so long as the facility is located within one (1) mile of a Metro Station.

C.3.19.2 The Contractor shall provide in writing to the COTR, a daily report of all negative results that includes the specimen number assigned by COTR, the laboratory specimen identification number, and the test findings.

C.3.19.3 The Contractor shall provide in writing to the COTR, a daily report of all controlled substance tests that are non-negative and shall identify the controlled substances/metabolites tested for, the cut-off for each, the specimen number assigned by the COTR, the controlled substance testing laboratory specimen identification number, and any other information necessary for proper record keeping purposes.

C.3.19.4 The Contractor shall have such equipment and programs in good working order within thirty (30) calendar days of the contract award. The results shall be electronically transmitted, using computer equipment and software furnished by the Contractor, including modem, printers, CPUs and software support programs formulated for the Contractor and approved in writing by the COTR.

C.3.19.5 The Contractor shall submit to the COTR an original or certified copy and test report (s) as required by the regulations. If the Contractor is unable to provide electronic transmission; the COTR shall be notified immediately and receive the custody control form within 24 hours.

C.3.19.6 The Contractor shall ensure a forensic toxicologist is available upon request by the COTR to provide specific consultation as required by DCHR when reviewing any test results.

C.3.19.7 The Contractor shall at the request of the COTR, perform enzyme immunoassay (EMIT) and GC/MS testing on certain specimens and report negative results within 24 hours of pick-up and confirmed non-negative results within 48 or 72 hours of pick-up.

C.3.20 Recordkeeping and Reporting

C.3.20.1 The Contractor shall provide to the COTR, a monthly report of controlled substance testing and breath alcohol testing of applicants and employees, setting forth the information described below. Such reports shall be submitted on a CD and forwarded by registered or certified mail on the 10th of every Month. The report shall include but not limited to;

- a) The report shall include total number of specimens received and tested;
- b) The number of specimens administered in each occupational category (i.e. public protection-sensitive positions). DCHR will provide the Contractor with a listing of public protection-sensitive position job titles;
- c) The number of controlled substance tests administered in each testing category (i.e., pre-employment, post-accident, reasonable suspicion, random);
- d) The number of post-accident tests administered in each accident category (i.e., fatality, personnel injury or property damage);
- e) For each post-accident test, the number of hours between the accident and the collection of a specimen;
- f) The total number of individuals who had laboratory confirmed positive controlled substance tests (summary and controlled substance-specific statistics);
- g) The number of individuals who had laboratory confirmed positive controlled substance test by occupational category;
- h) The number of individuals who had laboratory confirmed positive controlled substance test by testing category (i.e., pre-employment, reasonable suspicion, etc.);
- i) The number of individuals who did not pass a post-accident controlled substance and alcohol test by accident category (i.e., fatality, personal injury or property damage);
- j) The number of specimens submitted to the laboratory that showed evidence of one or more prohibited controlled substances or controlled substance metabolites in the enzyme immunoassay (EMIT) screen in a sufficient quantity to warrant a confirmatory test;
- k) The total number of specimens submitted to the laboratory that showed evidence of one or more prohibited controlled substance metabolites in the confirmatory test in a sufficient quantity to be reported as positive to the COTR;

- l) The number of specimens submitted to the laboratory that showed evidence of one or more prohibited controlled substances or controlled substance metabolites in the confirmatory test in a sufficient quantity to be reported as positive by category (cannabinoids, cocaine, opiates, PCP, amphetamines, etc.); and
- m) DCHR may request additional reports in accordance with the regulations.

C.3.20.2 All record keeping and reporting will conform to the requirements as defined in the SAMHSA regulations and by DCHR.

C.3.21 The contractor shall establish and maintain an automated system of recordkeeping and reporting that provides real time information on the various activities of the drug and alcohol testing program. The contractor shall maintain, track and monitor all records of employee and applicants who have been tested. The automated system shall have the capacity to (if need be);

- a. Generate activity, utilization and other statistical reports to the COTR on a daily, weekly, monthly, quarterly, and annual basis.

C.3.22 The Contractor shall maintain and make available for at least two (2) years, documentation of all aspects of the testing process for each specimen tested. If necessary; the Contractor shall be required to maintain chain of custody documents for any specimen under legal challenge for an indefinite period. Notwithstanding the time frames specified herein, the Contractor shall not destroy documentation relative to the work performed under this Contract without the express written prior authorization of the COTR.

C.3.23 The Contractor shall, in the event of a positive drug test result; provide a documentation package (also known as a litigation package) which shall contain copies of all documents used in the determination of the results for the specimen, and which are certified to be true and accurate copies of original records maintained in the operation of the laboratory. In addition, this documentation package must document the chain of custody process begun at the collection site, i.e., individuals directly responsible for specimen receipt, preparation, and analysis, document their actions. It must also include curriculum vitae of the certifying scientist/laboratory responsible person.

C.3.24 The Contractor shall preserve urine specimens in accordance with the SAMHSA regulations. Specimens that test negative shall be stored for a minimum of 30 days prior to disposal (both samples) and shall not be disposed of without prior written approval from the COTR.

C.3.25 The Contractor shall ensure all specimens that test positive shall be stored for a minimum of 1 year to allow for retesting (both samples). Specimens confirmed positive under SAMHSA procedures shall be retained and placed in secure long term, frozen storage for not less than one year and may not be discarded or destroyed without prior written approval from the COTR.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from the date of award specified on the cover page of 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 four (4) one (1) year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor 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 five (5) years.

F.3 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.3.13	Third Party Admin. Program Plan	1	Hard Copy/Electronically	30 Days after Contract Award	COTR
C.3.14.1	Medical Review Officer (MRO)	1	Hard Copy/Electronically	30 Days After Contract Award	COTR
C.3.16.5	Report (s)	1	Hard Copy/Electronically	Weekly (Thursday)	COTR
C.3.19.2	Report (s)	1	Hard Copy/Electronically	Daily	COTR
C.3.19.3	Report (s)	1	Hard Copy/Electronically	Daily	COTR
C.3.20.1	Report (s)	1	Hard Copy/Electronically	Monthly	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may 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:

Name: Mr. Michael Bolden
Address: 441 4th Street, NW, Suite 890N
Washington, DC 20001
Telephone: 202-727-1027

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 on 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.3.5.

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

Payment will be based on the unit prices listed in Section B.

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 may 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:

Name: Jean Wright
Office of Contracting and Procurement
Address: 64 New York Avenue, N.E., 6th floor
Washington, DC 20002
Telephone: (202) 671-4463

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:

Name: Valerie Holcomb
Title: Management Analyst
Agency: D. C. Department of Human Resources
Address: 441 4th Street, NW, Suite 330-South
Telephone: 202-442-9688

- 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.

G.10 ORDERING CLAUSE

- G.10.1** Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.
- G.10.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.10.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 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.2 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.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.3.1 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.3.2 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.3.3 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.3.4 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.3.5 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.3.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 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.3.6.

H.3.6 The Contracting Officer may waive the provisions of section H.3.4 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.3.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 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.3.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, 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.3.8.

H.3.9 The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.4.1 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.4.1.1 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.4.2 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.5 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.

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

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

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.8 DISTRICT RESPONSIBILITIES

H.8.1 The District will reimburse the Contractor for expert witness testimony to include travel and logging.

H.8.2 The District will reimburse the Contractor, with respect to "No-Show" fees for expert witness testimony relating to the contract.

H.9 CONTRACTOR RESPONSIBILITIES

- H.9.1** The Contractor shall make available within three business (3) days of notification from the COTR, any individual performing work hereunder to provide testimony or other services related thereto. This individual must be or a licensed clinical director or their comparably qualified individual to testify on behalf of DCHR in any judicial and or administrative hearings, or (b) other services, including but not limited to litigation packages, related to support of litigation or administrative hearings.
- H.9.2** The Contractor shall be responsible for maintaining accurate residency information, past and current, of its employees, in connection with any testing which may be involved in legal proceedings (this applies to key personnel such as Directors, Managers and Supervisors, and to of all Contractor's employees who were performing work under this Contract).
- H.9.3** The Contractor shall make available their laboratory facility for inspection prior to contract award and anytime thereafter; without notice from the COTR or his/her designate for the duration of the 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 November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to issuance of award. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
 2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$ 2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
 3. Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
 4. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 5. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
 6. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence.
 7. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.
 8. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
 9. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- B. DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30)

days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Revision No. 6, Dated 05/29/2008

J.2 INCORPORATED ATTACHMENTS (*The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.*)

J.2.1 LSDBE Certification Package

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, 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 bidder is a foreign entity, it operates as:

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

K.2 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 bidder 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.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 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.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder 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.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder 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 bidder 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 Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder'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 bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) 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 bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends, but is not obligated, to award one contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1 Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCBE-2009-B-0012, District of Columbia; Drug and Alcohol Testing."**
- L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5 Bid openings will be conducted at 10 am, local time, in the District of Columbia, Office of Zoning, located at 441 4th St., N.W., Washington DC, Suite 220. In addition; bid openings can be viewed live simply by clicking on the "Live Bid Opening" link located at: <http://ocp.dc.gov/ocp>

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders 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. Bidders 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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 10:00 AM (Local Time) January 12, 2009.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid 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 after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than five (5) days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Office of Contracting and Procurement, 441 4th Street N.W., 700S, Washington DC 20001, at 202-671-4463, 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, Ms. Jean Wright, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contracting Officer, Jean Wright, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids 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.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.14 BIDS WITH OPTION YEARS

L.14.1 The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

L.14.2 The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to

obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.15.3 If the bidder 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.16 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.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.16.2 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.16.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.16.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.16.5 Evidence of a satisfactory performance record, record of integrity and business ethics.

L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.16.8 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.