

DCHC-2008-R-1000		1. Caption: Program Management Support-Health Professional Licensing		Page of Pages 1 71	
2. Contract Number	3. Solicitation Number DCHC-2008-R-1000	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 10/15/2007	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 HEALTH AND HUMAN CARE 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement HEALTH AND HUMAN CARE 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 origin 5 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 2:00 P.M. local time 16-Nov-07 (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 ELONA EVANS-McNEILL	B. Telephone (Area Code) 202 (Number) 724-4793 (Ext)	C. E-mail Address Elona.Evans-McNeill@dc.gov
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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	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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Amendment Number	Date	Amendment Number	Date
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B
SUPPLIES OR SERVICE AND PRICES

B.1 The Government of the District of Columbia Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH) Health Professional Licensing Administration (HPLA) is seeking a Contractor to provide program management support for the licensing of the District's 22 health professional boards. The Contractor shall provide the staffing and supervision to support the processing of licensing applications and renewals received on-line and via US Mail, maintenance of a lock-box operation to be used for the collection of licensing fees received, and information technology support for the District's License 2000.

B.1.1 This will be a fixed price contract.

B.2 PRICE SCHEDULE

B.2.1 BASE PERIOD OF PERFORMANCE

Contract Line Item Number (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
0001	Provide program management support for the licensing of the District's 22 health professional boards as described in C.3			
0001AA	Application for License	\$ ____ each	3,197	\$ _____
0001AB	Application for License Renewal	\$ ____ each	31,492	\$ _____
Base Year Total				\$ _____

B.2.2 OPTION YEAR ONE

Contract Line Item Number (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
1001	Provide program management support for the licensing of the District's 22 health professional boards as described in C.3			
1001AA	Application for License	\$ ____ each	1,512	\$ _____
1001AB	Application for License Renewal	\$ ____ each	19,741	\$ _____
Option Year One Total				\$ _____

B.2.3 OPTION YEAR TWO

Contract Line Item Number (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
2001	Provide program management support for the licensing of the District's 22 health professional boards as described in C.3			
2001AA	Application for License	\$ ____ each	3,356	\$ _____
2001AB	Application for License Renewal	\$ ____ each	33,066	\$ _____
Option Year Two Total				\$ _____

B.2.4 OPTION YEAR THREE

Contract Line Item Number (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
3001	Provide program management support for the licensing of the District's 22 health professional boards as described in C.3			
3001AA	Application for License	\$ ____ each	1,587	\$ _____
3001AB	Application for License Renewal	\$ ____ each	20,728	\$ _____
Option Year Three Total				\$ _____

B.2.5 OPTION YEAR FOUR

Contract Line Item Number (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
4001	Provide program management support for the licensing of the District's 22 health professional boards as described in C.3			
4001AA	Application for License	\$ ____ each	3,356	\$ _____
4001AB	Application for License Renewal	\$ ____ each	33,066	\$ _____
Option Year Four Total				\$ _____

B.2.6 GRAND TOTAL

Period of Performance	Total Price
Base Year (B.2.1)	\$ _____
Option Year One (B.2.2)	\$ _____
Option Year Two (B.2.3)	\$ _____
Option Year Three (B.2.4)	\$ _____
Option Year Four (B.2.5)	\$ _____
Grand Total	\$ _____

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Department of Health (DOH) Health Professional Licensing Administration (HPLA) is seeking a Contractor to provide program management support for the application and renewal of the District's 22 health professional licenses. The Contractor shall provide the staffing and supervision to support the processing of licensing applications and renewals received on-line and via US Mail, maintenance of a lock-box operation to be used for the collection of licensing fees received, and information technology support for the District's License 2000.

C.1.1 APPLICABLE DOCUMENTS

Document No.	Type of Document	Name	Version
1	District Municipal Regulations	District of Columbia Municipal Regulations Health Occupations General Rules and Administrative Regulations Chapters 40 and 41 http://HRLA.doh.dc.gov/HRLA/frames.asp?doc=/HRLA/lib/HRLA/pdf/updated_chapter_40-website-a.pdf	Most Recent
2	District Municipal Regulations	District of Columbia Municipal Regulations Medicine http://HRLA.doh.dc.gov/HRLA/frames.asp?doc=/HRLA/lib/HRLA/pdf/medicine_regsupdatedfinaloctober.pdf	Most Recent
3	District Municipal Regulations	District of Columbia Municipal Regulations Health Occupations Dentistry Chapter 42 http://HRLA.doh.dc.gov/HRLA/frames.asp?doc=/HRLA/lib/HRLA/prof_license/services/pdf/dental/chapter_dentistry42.06.16.06.pdf	Most Recent
4	District Municipal Regulations	District of Columbia Municipal Regulations Health Occupations Dental Hygienist Chapter 43 http://HRLA.doh.dc.gov/HRLA/frames.asp?doc=/HRLA/lib/HRLA/prof_license/services/pdf/dental/hygienist/chapter_43.dental_hygiene.pdf	Most Recent
5	District Municipal Regulations	District of Columbia Municipal Regulations Registered Nursing Chapter 54 http://HRLA.doh.dc.gov/HRLA/frames.asp?doc=/HRLA/lib/HRLA/prof_license/services/pdf/nursing/registered_nursing_chap_54_regs_8-10-05.pdf	Most Recent

Document	Type of Document	Name	Version
6	District Municipal Regulations	District of Columbia Municipal Regulations Nursing Chapter 54 http://HRLA.doh.dc.gov/HRLA/frames.asp?doc=/HRLA/lib/HRLA/prof_license/services/pdf/registered_nursing_chap_54_regs_8-10-05.pdf	Most Recent
7	District Municipal Regulations	District of Columbia Municipal Regulations Clinical Nurse Specialist Chapter 60 http://HRLA.doh.dc.gov/HRLA/frames.asp?doc=/HRLA/lib/HRLA/prof_license/services/pdf/clinical_nurse_specialist_chap_60_regs_8-10-05.pdf	Most Recent

C.2 BACKGROUND

C.2.1 HISTORICAL INFORMATION

After the release of an independent assessment and report on the licensing process for health professionals known as the Health Professional Licensing Re-engineering Study, HPLA implemented several initiatives designed to streamline and improve the licensing process and introduced License 2000, a commercial off-the-shelf (COTS) base licensing package. License 2000 is functionally integrated for applications and renewal processing, license management, fee processing, complaint tracking, enforcement action tracking and case tracking, and discipline and compliance monitoring.

C.2.2 HPLA MISSION

HPLA is responsible for Professional Licensing Board operations and support, policy and program oversight, customer service, enforcement, and continuing education credit hours tracking.

C.2.3 CURRENT OPERATING ENVIRONMENT

HPLA continues to utilize License 2000 software application and maintains operating systems, policies, procedures to facilitate the effective licensing application process.

C.2.3.1

These services may require collaboration with the Office of the Chief Technology Officer (OCTO) and other DOH and District departments and agencies including, but not limited to, OCTO, the Office of Facilities Management, and the Office of Contracting and Procurement. The contractor shall support the Senior Deputy Director of HRLA in managing these various interrelated activities.

C.2.4 PROJECTED LICENSING ACTIVITY

HPLA's projected licensing activity for FY 08 and FY 09, which is based on actual historical information, is provided in Attachment J.6.

C.2.5 HPLA PROGRAM AND PROCUREMENT GOALS

It is anticipated that the services and support to be obtained as a result of this procurement shall provide the DOH and HPLA with a highly efficient, client centered service organization, that gives thoughtful consideration to task analysis and planning, procedural requirements and the deliberate completion of the work required to support the District's licensing processes.

C.3 REQUIREMENTS

The Contractor shall coordinate and monitor the licensing of the District's health professionals provide program. Specifically, the Contractor shall provide the following:

C.3.1 STAFFING AND SUPERVISION

The Contractor shall provide the following staff and supervision of staff to successfully accomplish the solicitation requirements described in C.3. The Contractor shall provide at a minimum:

C.3.1.1 Key Staff**C.3.1.1.1 Project Director**

The Contractor shall provide a Project Director responsible for the Contractor's overall operations. The Project Director shall provide continuous monitoring, oversight, and supervision of the Contractor's fulfillment of the required services and the status of Contractor's work

C.3.1.1.2 Project Manager (on-site)

The Contractor shall provide a senior manager to serve as the on-site Project Manager. The Project Manager shall serve as the Contractor's chief contact for the day to day operations and activities to be performed. The Project Manager shall at a minimum:

- a. Maintain the authority to make binding decisions on behalf of the Contractor;
- b. Maintain access to the resources, including human resources, necessary to successfully complete the required services;

- c. Oversee the Contractor's Staffing Plan (C.3.1.3) and ensure fulfillment and adjustments to the staffing plan as needed to ensure the smooth and successful operations of required services;
- d. Oversee and monitor the Contractor's Work Plan (C.3.5.1) to ensure continued compliance with the Work Plan and prepare adjustments to the Work Plan for the review and approval of the Contracting Officer's Technical Representative (COTR) identified in G.9.1;
- e. Development and revision of the Contractor's Policies and Procedures (C.3.5.2) to successfully perform the required services for the review and approval of the COTR identified in G.9.1
- f. Oversee the Contractor's Continuous Quality Improvement Plan (C.3.5.3);
- g. Attend scheduled meetings as described in Meeting Requirements (C.3.5.3) below; and
- h. Review for accuracy, completeness all of the Contractor's Reporting Requirements (C.3.5.4)

C.3.1.2 Other Staff

The Contractor shall provide other staff as necessary to perform the required services as described in Section C.3.2, C.3.3, C.3.4, and C.3.5.

C.3.1.3 Staffing Plan

The Contractor shall develop and provide a Staffing Plan for the review and approval of the COTR identified in G.9.1. The Contractor's Staffing Plan shall identify the optimal staffing schedules and staffing mix required to successfully perform the required services in accordance with the due dates for projected licensing activities and related support activities described in Attachment J.6. The Contractor's Staffing Plan shall include at a minimum the following:

- a. Development and submission of an Organizational Chart to illustrate the Contractor's organization and the lines of accountability for staff to be working on the required services
- b. Identification of the number and skill mix of staff (consistent with the Contractor's organizational chart) by month to be utilized by the Contractor in order to successfully coordinate and monitor the licensing processes described in C.3;
- c. Development and submission of Position Descriptions for each of the positions included in the Contractor's organizational chart and staff positions described above;

- d. Development and submission of the evaluation criteria to be utilized to evaluate the staff's performance of the services required under this solicitation; and
- e. Development and maintenance of staff and human resource policies necessary.

C.3.2 HEALTH PROFESSIONAL LICENSES APPLICATION PROCESSING

The Contractor shall process all applications for licenses with the health professional boards including applications for new licenses, renewal of existing licenses, and refunds. Applications shall be received on-line through License 200 software, via US Mail, and on-site. The Contractor shall perform at a minimum the following in support of the licensing process:

C.3.2.1 Mail Services

The Contractor shall provide the following mail services:

- a. Date stamp and log all incoming mail according to license applications, renewals, refunds, other requests and inquiries upon receipt;
- b. Sort and deliver the mail to the appropriate personnel within one business day of receipt;
- c. Record the documents pertinent to applications on the License 2000 system within one business day of receipt;
- d. Mail labels, disks and computer lists daily; and
- e. Record the incoming mail, by category, on the Daily Production report described in C.3.5.5.1.

C.3.2.2 Process Application Requests – US Mail, License 2000, and On-Site

- a. Return incomplete application requests including those application requests without the proper fee to the applicant within one business day of receipt;
- b. Send letters to inform applicants of deficiencies with application requests and the action or information upon receipt to notify applicants within one business day of receipt of the application; correspondence shall include information or action required to achieve an acceptable application request;
- c. Issue one or more subsequent deficiency letters as indicated on a schedule approved by HPLA management;

- d. Record the receipt of supporting documents on the License 2000 system and integrate the supporting documents with the application folder within one business day of receipt;
- e. Forward complete applications to the COTR or designee within one business day of completion, or on request.
- f. Issue licenses to applicants, including a permanent wall certificate, a renewal wall certificate and a wallet ID with photograph of applicant within one business day of approval print;
- g. Close all application files that have remained as inactive for a period of 120 days;
- h. Provide investigative tracking and reconciliation for any license application, other license records, and/or financial data when requested; and
- i. Record the daily application requests processing activities according to the following:
 1. Applications returned (C.3.2.2 a)
 2. Initial deficiency letters sent (C.3.2.2 b)
 3. Follow-up deficiency letters sent (C.3.2.2 c)
 4. Licenses issued (C.3.2.2 f)
 5. Inactive files closed (C.3.2.2.2 g)

C.3.2.3 Application Packages

The Contractor shall ensure the following support is maintained for the licensing application packages:

- a. Ensure that accurate, current, up to date application packages and information are available and accessible via the HPLA web site;
- b. Maintain a supply of hard copies of the application packages for same-day pick-up on site; and
- c. Establish and maintain electronic and paper files for applicants within one business day of complete application request with applicable fee;

C.3.2.4 License 200 File Maintenance and Updates

The contractor shall update the License 2000 system upon receipt of required documents and as indicated by COTR identified in Section G.9.1.

C.3.2.5 Renewal Licenses

The Contractor shall provide the following services in support of the initiation of the renewal of licenses:

- a. Mail renewal applications, as approved by the COTR identified in Section G.9.1, to the last known address of all licensees between 60 and 90 days prior to expiration of the licenses.
- b. Receive renewals and correspond with licensees when necessary to complete the application.
- c. Issue a renewal wall certificate and wallet ID with photograph of the licensee within two business days of receipt of an acceptable completed application
- d. Segregate renewals with affirmative answers from screening questions and forward copies of those renewals to the COTR.
- e. Record and report the daily renewal of licenses activities including renewal applications mailed, renewals received, renewals issued, and renewals segregated on the Daily Production Report (C.3.5.5.1)

C.3.2.6 Call/Walk-in Center

The Contractor shall provide the following on-site services:

- a. Maintenance of call/walk-in center including a walk-in desk to receive requests for applications, reply to application status requests, and answer fundamental questions about licensure daily between the hours of 8:15 – 4:45 Monday – Friday, except District Government holidays;
- b. Refer non-routine calls and requests requiring a greater level of attention or escalated issues to the COTR or designee; and
- c. Record the number of walk-ins daily in the Daily Production Report (C.3.5.5.1)

C.3.3 LOCK-BOX OPERATION

The Contractor shall provide and maintain a Lock-Box operations for the processing of licenses and renewals and collection of associated fees received on-line and checks received in the mail. The Contractor shall maintain a daily accounting of the lock box. The daily accounting shall be included in the Contractor's Daily Production Report (C.3.5.5.1) mailed.

C.3.4 INFORMATION TECHNOLOGY SUPPORT FOR THE DISTRICT'S LICENSE 2000

The Contractor shall provide information technology support necessary for the communication and acceptance of required data to support the operation and licensing functions from License 2000.

C.3.5 PROVIDE RELATED SUPPORT ACTIVITIES**C.3.5.1 Work Plan**

The Contractor shall develop and submit for the review and approval of the COTR identified in G.9.1 a comprehensive Work Plan that shall include the planning, organizing, and implementing of the required projects, tasks, and activities necessary to successfully perform the required services. The Contractor's Work Plan shall be developed utilizing Microsoft Project or similar project management software and shall clearly describe at a minimum the following:

- b. Identification of all required tasks and activities;
- c. Timeline including the sequencing and scheduling associated with each task or activity;
- d. Identification of any and all critical paths;
- e. Identification of space and equipment needs
- f. Identification and discussion of any risks and the application of risk management principles to mitigate or eliminate each risk;
- g. Establish and describe the methodology to document project goals associated with the Work Plan

C.3.5.2 Policies and Procedures

The Contractor shall develop and maintain for the review and approval of the COTR required policies, procedures, and protocols. The Contractor's policies and procedures shall address and include at a minimum the following operational aspects of the required services:

- a. Staffing and Human Resources;
- b. Receipt, distribution, and recording of incoming mail;
- c. Receipt and recording of web based mail;
- d. Establishing and maintaining work-flow processes;
- e. Work flow analysis and planning;
- f. Develop schedule and time lines for the issuance of applicant follow-up deficiency letters;
- g. Continuous Quality Improvement (CQI); and
- h. Reporting requirements;

C.3.5.3 Continuous Quality Improvement Program

The Contractor shall develop and maintain a Continuous Quality Improvement program to identify and recommend new opportunities for

improvement in policies and processes, new enforcement sanction and performance measures, project controls, establish and document project goals, task, and timelines all in support of the achievement of the procurement's goals and HPLA's on-going goals to provide a highly efficient, client centered service organization, that gives thoughtful consideration to task analysis and planning, procedural requirements and the deliberate completion of the work required to support the District's licensing processes.

C.3.5.4 Meeting Requirements

The Contractor shall ensure that the Project Manager attend Weekly Status Meetings with the COTR and other HPLA staff.

C.3.5.5 Reporting Requirements

The Contractor shall perform the required tasks to successfully provide the COTR with accurate and effective information concerning coordinating and tracking license applications and license renewals, monitoring and tracking continuing education credits, assess in coming mail, review, log in and analyze incoming mail, review records review methods. Specifically, the Contractor shall provide the following:

C.3.5.5.1 Daily Production Report

The Contractor shall develop and submit a Daily Production Report for the review and approval of the COTR identified in Section G.9.1. The Daily Production Log shall include at a minimum the following:

- a. Incoming mail (C.3.2.1 e)
- b. Daily application requests (C.3.2.2 i)
- c. Daily renewal of licenses activities (C.3.2.5 e) Applications for Licenses received;
- d. Walk-ins daily; and
- e. Daily accounting of the Lock-Box operations

C.3.5.5.2 Monthly Status Report

The Contractor shall develop and submit a Monthly Status Report for the review and approval of the COTR identified in Section G.9.1. The Monthly Status Report shall provide in narrative form identification of project accomplishments, project barriers and recommendations to overcome, Work Plan updates, staffing updates as needed, results of CQI program and recommendations for potential policy, process or protocol changes and revisions include at a minimum the following:

C.3.5.6 Customer Satisfaction Survey

The Contractor shall develop and administer a Customer Satisfaction Survey at a minimum annually during the contract's period of performance. The survey shall provide both quantitative and qualitative results to describe the licensee's overall satisfaction with the service provided in the licensing or renewal of license process. The Contractor shall provide the survey instrument for the review and approval of the COTR prior to distribution.

SECTION D
PACKAGING AND SHIPPING

- D.1** 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 March 2007 (Attachment J.1).

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SECTION E
INSPECTION AND ACCEPTANCE

- E.1** 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's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.1).

SECTION F
DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the Contract shall be for a base period of one (1) year from date of award specified on the cover page of the Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall 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 years.

F.3 DELIVERABLES

The Contractor shall perform its tasks and submit three (3) hard-copies, one (1) soft copy sent via e-mail, and 1 CD-Rom to the COTR for each Deliverable in accordance with the due dates presented in the table below. All Contract Deliverables require the approval of the COTR.

Deliverable Number	Deliverable Name	Due Date
1	Staffing Plan (C.3.1.3)	Within 10 days from Contract Award
2	Work Plan (C.3.5.1)	Within 10 days from Contract Award

Deliverable Number	Deliverable Name	Due Date
3	Policies and Procedures (C.3.5.2)	Within 10 days from Contract Award
5	Continuous Quality Improvement Plan (C.3.5.3)	Within 10 days from Contract Award
6	Daily Production Report (C.3.5.4)	Daily upon Contract Award
7	Monthly Status Report (C.3.5.5)	10 th day of each month following Contract Award
8	Customer Satisfaction Survey Results (C.3.5.6)	9 months from Contract Award; annually thereafter

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

F.4 NOTICE OF DISAPPROVAL

F.4.1 The COTR shall provide written notice of disapproval of a Deliverable to the Contractor within fourteen (14) days of submission.

F.4.2 The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

F.5 RESUBMISSION WITH CORRECTIONS

The Contractor shall make the required corrections and resubmit the Deliverable to the COTR within fourteen (14) business days of receipt of the notice of disapproval.

F.6 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION

The COTR will provide the Contractor written notice of the approval, conditional approval, or disapproval of the deliverable within thirty (30) business days following resubmission of any disapproved Deliverable.

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.9.1 below. The address of the CFO is:

Office of the Chief Financial Officer
825 North Capitol Street
5th Floor
Washington, D. C. 20002
(202) 442-9069

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 are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

G.2.2.2 Contract number and invoice number;

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

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

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

- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.4 PARTIAL PAYMENTS

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

- a. The amount due on the deliveries warrants it; or
- b. The Contractor requests it and the amount due on the deliveries are in accordance with the following:
"Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B.2"

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 Contractor

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:

the 3rd day after the required payment date for meat or a meat product;
the 5th day after the required payment date for an agricultural commodity;
or
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 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 amount 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 **AUTHORITY OF CONTRACTING OFFICER (CO)**

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

James H. Marshall
Office of Contracting and Procurement
441 4th Street N.W. Suite 700 South
Washington, D.C. 20001
Telephone: 202-724-4197
Fax: 202 727-0245
E-mail: jim.marshall@dc.gov

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:

Dr. Feseha Woldu
171 14th Street NW
Washington, D.C. 20002
Telephone Number: (202) 724-8800
E-Mail: feseha.woldu@dc.gov

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

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 2005-2103 Rev. No. 4, dated July 5, 2007, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District Contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the Contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- a. 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
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

- a. Number of employees needed;

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

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

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

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 1. Material supporting a good faith effort to comply;
 2. Referrals provided by DOES and other referral sources;
 3. Advertisement of job openings listed with DOES and other referral sources; and
 4. Any documentation supporting the waiver request pursuant to section H.5.6.

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

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

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

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

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

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

H.6 PROTECTION OF PROPERTY

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

H.7 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.8 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 et seq.

H.9 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in C.3.1 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the Contracting Officer at least thirty calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the Contract. The Contractor shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel.

H.10 DISTRICT RESPONSIBILITIES

The District, acting through the COTR will:

H.10.1 Oversee the program management, determination of policy, procedures, and protocol, and monitoring of the services to be provided by the Contractor.

H.10.2 Utilize the client satisfaction survey administered by the Contractor and other documents as a means to monitor and assess the Contractor's performance.

H.10.3 Provide the Contracting Officer an interpretation of technical and programmatic related policy and procedures regarding the delivery of required services, as applicable.

H.10.4 Provide on-going project oversight, management and evaluation of the Contractor's compliance with the contract's requirements.

- H.10.5** Provide available data and documentation relevant to the Contractor's performance and completion of the required services.
- H.10.6** Provide onsite work space, telephone, voice mail, email and network access for the Contractor's staff as required to perform the required services.
- H.10.7** Monitor all performance requirements as stated in Section C.3 of the solicitation as described in Section E.
- H.10.8** Provide onsite work space, telephone, voice mail, e-mail and network access for project staff as required
- H.10.9** Assist the Contractor to develop project plans, as needed. This includes developing the schedule, deliverables, meetings, and required resources.
- H.10.10** Provide functional area experts to work the Contractor to determine organization specific information such as user roles to set up License 2000, and provide guidance on the data conversion process.
- H.11** **COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)**
- H.11.1** In accordance with 45 CFR §74 Appendix A (2) (C.1.1 Applicable Document #6), all contracts and sub-grants related to any facility utilized under this Contract in excess of \$2,000 for construction or repair awarded by the Contractor and subcontractors shall include a provision complying with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR 3, "Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."
- H.11.2** Each Contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, complete or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor shall report all suspected or reported violations to CMS.
- H.12** **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**
- H.12.1** In accordance with 45 CFR Appendix A (7), Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Recipient of Congress or an employee of a Recipient of Congress in

connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352.

H.12.2 Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.

H.13 DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)

In accordance with 45 CFR 74 Appendix A (8), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold (\$100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to Contract award.

H.14 WAY TO WORK AMENDMENT ACT OF 2006

H.14.1 Except as described in Section H.14.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.14.2 Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.14.3 Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.14.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.14.5 Contractor shall provide a copy of the Fact Sheet attached as Attachment J.9 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.10

in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

- H.14.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.14.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.14.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.14.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.14.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.14.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.14.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.14.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.14.8.6** An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.14.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- H.14.8.8** Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.14.8.9** Medicaid provider agreements for direct care services to Medicaid Beneficiaries, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.14.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

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

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

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

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 subcontract 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 subcontract 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

I.8.1 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 commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- a. Commercial General Liability Insurance, \$1,000,000.00 limits per occurrence, District added as an additional insured.
- b. Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.
- c. Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

- d. Umbrella/ Excess Liability Insurance, \$5,000,000 limits per occurrence.

I.9 ORDER OF PRECEDENCE

The following documents are incorporated into the Contract by reference in the following order of precedence. Any inconsistency or conflict in language shall be resolved by giving precedence in the following order: Amendments to the solicitation, if any, 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 Contract Attachments in the order listed in Section J.

I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS OR MULTI-YEAR CONTRACTS

Any Contract in excess of \$1,000,000 or any multi-year Contract shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.11 PRE-AWARD APPROVAL

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve award of any Contract that has obligations that extend beyond the fiscal year for which appropriated.

I.12 OPTION FOR TRANSITION SERVICES

I.12.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and shall continue without interruption. In the event that either (a) the Contract expires or (b) the District terminates the Contract, and either or these events occur during the base period, Option Year one, or Option Year two or more than 120 days prior to the end of the Contract, the District can exercise the Option for Transition Services for a period of up to 120 days. In the event that the District exercises this Option for Transition Services, the Contractor shall agree to:

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- c. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring

responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

- d. The Contractor shall provide sufficient experienced personnel during the period of the Option for Transition Services to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- e. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- f. The Contractor will be paid for Transition Services in accordance with the price Schedule in Section B.2.

SECTION J
LIST OF ATTACHMENTS

The following Attachments are hereby incorporated into this solicitation and resulting contract:

Attachment	Title
J.1	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 4 dated July 5, 2007
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Office of Tax and Revenue Tax Certification Affidavit
J.6	Health Professional Licensing Administration FY 08 and FY 09 Odd/Even Projected Licensing Activity
J.7	Cost/Price Disclosure Certification
J.8	Past Performance Evaluation Form
J.9	Living Wage Act Fact-sheet
J.10	Living Wage Act Notice

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

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

It operates as:

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

If the Offeror is a foreign entity, it operates as:

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ___ has ___ has not participated in a previous contract or subcontract subject to the Mayor’s Order 85-85.

Offeror ___ has ___ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors.

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Each signature of the Offeror is considered to be a certification by the signatory that:

The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

those prices

the intention to submit a contract, or

the methods or factors used to calculate the prices in the contract.

The prices in this contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before contract opening unless otherwise required by law; and

No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

Each signature on the offer is considered to be a certification by the signatory that the signatory;

Is the person in the Offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated

and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above; or

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)(i) through (a)(iii) above:

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

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

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.5.

K.8 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.8.1 Definitions. As used in this provision:

K.8.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.8.1.2 **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the

responsibility to determine violations of the Federal or State criminal drug statutes.

- K.8.1.3** **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.
- K.8.1.4** **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.
- K.8.1.5** **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.8.1.6** **Individual:** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.
- K.8.2** By submission of its offer, the Offeror, if other than an individual, certifies and agrees, that it shall no later than 30 calendar days after Contract award (unless a longer period is agreed to in writing, for contracts of 30 calendar days or more performance duration):
- K.8.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.8.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:
- K.8.2.2.1** The dangers of drug abuse in the workplace;
- K.8.2.2.2** The Contractor's policy of maintaining a drug-free workplace;
- K.8.2.2.3** Any available drug counseling, rehabilitation, and employee assistance programs; and
- K.8.2.2.4** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- K.8.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.8.2.1 of this provision;
- K.8.2.4** Notify such employees in writing in the statement required by subparagraph K.8.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
- K.8.2.4.1** Abide by the terms of the statement; and
- K.8.2.4.2** Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.8.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.8.2.4 2 of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.8.2.6** Within 30 calendar days after receiving notice under subparagraph K.8.2.4 2 of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- K.8.2.6.1** Take appropriate personnel action against such employee, up to and including termination; or
- K.8.2.6.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.8.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.8.2.1 through K.8.2.6 of this provision.
- K.8.3** By submission of its offer, the Offeror, if an individual, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.8.4** Failure of the Offeror to provide the certification required by paragraphs K.8.2 through K.8.3 of this provision renders the Offeror unqualified and ineligible for award.

K.8.5 In addition to other remedies available to the Government, the certification in paragraphs K.8.2 through K.8.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 3001.

K.8.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

_____	_____
Authorized Contractor Personnel (Print Name)	Title
_____	_____
Signature of Authorized Contractor Personnel	Date

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

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

L.1.2 INITIAL OFFERS

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

L.1.3 PRE-PROPOSAL CONFERENCE

L.1.3.1 A pre-proposal conference will be held at 2:00 pm on October 30, 2007 at 441 4th Street N.W., Suite 700 South, Washington, D.C. 20001. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.1.3.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions will be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.2 PROPOSAL FORM, ORGANIZATION, AND CONTENT

The Offeror shall submit one (1) original and six (6) copies of the Technical and Price proposals in two parts, titled "Technical Proposal" and "Price Proposal". Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. DCHC-2008-R-1000
Program Management Support Health Professional Licensing Administration"

L.2.1 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.2.2 PROPOSAL FORMAT

The Offeror's proposal(s) shall be organized and presented in two (2) separate volumes, Volume I, Technical Proposal, and Volume II, Price Proposal.

L.2.2.1 The Technical Proposal and Cost/Price proposal shall contain narratives and attachments described in L.2.3. Technical Proposal narratives shall not exceed seventy-five (75) pages. The Price Proposal narrative shall not exceed twenty-five (25) pages. Attachments are not included in the page limits for the narrative.

L.2.3 The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5' by 11' bond paper);
- b. Single spaced;
- c. One sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One-inch (or greater) margins;

- f. Six lines (or less) per inch, the equivalent of 12 point font (or larger), charts and graphics may be no less than 10 point font;
- g. Attachments are not included in the page limits for the narrative and shall be attached as an Appendix to Volume I; and
- h. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed and the Offeror's response(s).

L.2.3.1 TECHNICAL PROPOSAL

The Offeror's Technical Proposal shall be organized and presented in the following order:

L.2.3.1.1 Table of Contents

L.2.3.1.2 Transmittal Letter

The transmittal letter shall be provided on the Offeror's official organization letterhead and signed by an individual authorized to legally bind the Offeror to contract agreements and the terms and conditions contained in this RFP. The same person that signs the organization's transmittal letter shall be the same person that signs the cover page of the RFP and any addenda, as applicable. The transmittal letter shall contain the following:

- a. Name, address, telephone number, fax number, and e-mail address of the legal entity with whom the contract is to be written;
- b. Federal employer ID number;
- c. DUNS Number;
- d. Name, address, telephone number, fax number; and e-mail address of the individual designated as the authorized representative of the organization who will interact with the District on any matters pertaining to this RFP and the resultant Contract;
- e. Offeror's major business services; and
- f. A statement that the Offeror has read, understands, and agrees to perform the requirements of the solicitation, satisfy all responsibilities described in the solicitation, and comply with all of terms and conditions set forth in this RFP and any addenda.

L.2.3.1.3 Executive Summary

The Offeror shall provide an Executive Summary to highlight the Offeror's overall technical expertise and capacity to successfully perform

the requirements of the solicitation, a summary of the Offeror's past performance and previous experience providing services similar in size and scope as those described in Section C.3.

L.2.3.1.4 Signed Cover Page of the Solicitation and Addenda

The Offeror shall submit the cover page of the solicitation as well as the cover page of Addenda, if issued, to the RFP attesting to all solicitation terms and conditions including all revisions. The cover page and all addenda shall be signed by an authorized representative of the Offeror's organization as described in L.2.3.1.2.

L.2.3.1.5 TECHNICAL APPROACH

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach to perform the required services including the Offeror's understanding of the District requirements (C.3) and the Offerors methodology and approach to successfully complete the contract requirements (C.3) in a manner consistent with the District's goals and expectations for the contract (C.2.5).

L.2.3.1.5.1 Narratives

The Offeror shall provide the following narratives:

- a. A discussion of the Offeror's understanding of the District's requirements described in C.3
- b. A detailed narrative to describe the methodology and approach to be utilized by the Offeror in the completion of the contract requirements described in C.3. The narrative shall at a minimum address the Offeror's staff and staffing plan (C.3.1), health professional licenses application processing (C.3.2), lock-box operation (C.3.3), information technology support for License 2000 (C.3.4), work plan (C.3.5.1), policies and procedures (C.3.5.2), continuous quality improvement program, and meeting (C.3.5.4) and reporting requirements (C.3.5.5) and how the Offeror's methodology and technical approach addresses the integration of and interdependency, as applicable, of the contract requirements.
- c. A discussion of why the Offeror believes their technical approach and methodology will be successful and a discussion of any potential barriers or impediments to the Offeror's approach and possible solutions to overcome the barrier.

L.2.3.1.5.2 Attachments

The Offeror shall provide the following attachments:

- a. Conceptual process work flow charts (C.3.2);
- b. Conceptual Work Plan (C.3.5.1);
- c. Conceptual Policies and Procedures (C.3.5.2);
- d. Conceptual Continuous Quality Improvement Program (C.3.5.3);
- e. Sample format of the Offeror's Daily Production Report (C.3.5.5.1); and
- f. Conceptual Customer Satisfaction Survey (C.3.5.6).

L.2.3.1.6 TECHNICAL EXPERTISE

The information contained in this section shall facilitate the evaluation of the Offeror's technical expertise to perform the required services including the staff and organization and staffing plan.

L.2.3.1.6.1 Narrative

The Offeror shall provide the following narratives:

- a. A detailed narrative to discuss the Offeror's understanding of the roles and responsibilities to be filled by the Offeror's Key Staff (C.3.1).
- b. A detailed narrative to describe the Offeror's conceptual staffing plan (C.3.1.1) to provide the contract requirements (C.3.1). The Offeror shall discuss at a minimum the major elements of the staffing plan and the choices and decisions made by the Offeror in developing the plan. The Offeror shall include the overall rationale for the plan, why the Offeror chose to propose the particular staffing plan, and how and why the Offeror's conceptual Staffing Plan is expected contribute to the successful fulfillment of the contract requirements (C.3).

L.2.3.1.5.2 Attachments

The Offeror shall provide the following attachments:

- a. Resumes for Key Staff
 1. Project Director
 2. Project Manager
- a. Conceptual Staffing Plan
 1. Organizational Chart
 2. Resumes
 3. Position Descriptions
 4. Evaluation Criteria

5. Human Resources Policies and Procedures

L.2.3.1.6 PAST PERFORMANCE AND PREVIOUS EXPERIENCE

The information in this section shall facilitate the evaluation of the Offeror's Past Performance and Previous Experience to provide services similar in size and scope as the requirements described in C.3.

L.2.3.1.7.1 Past Performance

L.2.3.1.7.1.1 Attachments

- a. Provide a list of contracts awarded to the Offeror, active and expired, during the past five (5) years that are similar in size and scope to the services described in Section C. Similar in size is determined by contract dollar and scope is determined by the complexity of the requirements. The following information shall be provided for **each** contract:

1. Name of the contracting organization;
2. Contract Number (for subcontracts, provide the prime contract number and subcontract number);
3. Contract type and total contract value;
4. Description of requirements;
5. Performance evaluations or related evaluation data;
6. Contracting Officer's name and telephone number; and
7. Program Manager's name and telephone number and alternate contact person name and telephone number.

- a. The Offeror shall provide a Past Performance Evaluation Form (Attachment J.8) to each business reference listed above for completion and submission directly to the Contracting Officer identified in G.7. The Offeror shall provide each business reference specific instructions to return the Past Performance Evaluation form to the attention of the Contracting Officer prior to the closing date for proposals. The Offeror shall not include completed Past Performance Evaluations with their Technical Proposal submission.

- b. The Offeror shall provide relevant documentation such as previous performance evaluations, customer satisfaction survey results, awards, or recognition received in the performance of similar services.

L.2.3.1.7.2 Previous Experience

L.2.3.1.7.2.1 Narratives

The Offeror shall provide a brief description, including the Offeror's total number of years experience providing similar services, description and number of years the Offeror's Key Staff (C.3.1) have providing similar services; discussion of the Offeror's positive and negative previous experience providing similar services and the Offeror's application of those experiences to the fulfillment of the contract requirements; and a discussion of best practices and lessons learned providing similar services..

L.2.3.1.7.2.2 Attachments

- a. Three (3) letters of reference from past or current clients in which the Offeror provided services similar in size and scope to those described in Section C.

L.2.3.1.8 CERTIFICATIONS AND REPRESENTATIONS

- a. J.3 Equal Employment Opportunity
- b. J.4 First Source Employment Agreement
- c. J.5 Tax Certification Affidavit
- d. K.1 Authorized Negotiators
- e. K.2 Type of Organization
- f. K.3 Certification Equal Employment Opportunity
- g. K.4 Buy American Certification
- h. K.5 District Employees Not to Benefit Certification
- i. K.6 Certification of Independent Price Determination
- j. K.8 Certification Regarding A Drug Free Workplace

L.2.3.2 COST/PRICE PROPOSAL

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

L.2.3.2.1 Table of Contents

L.2.3.2.2 Contract Pricing

Completed Sections B.2.1 – B.2.6 of the Solicitation.

L.2.3.2.3 Contract Budget and Cost and Price Data

The Offeror may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.7 is met. This pro-forma contract budget will show the "total costs" that the Offeror anticipates incurring in the performance of the contract requirements.

L.2.3.2.4 Cost/Price Data and Certification

The Contractor shall complete and provide the Cost/Price Data Certification provided in Attachment J.7.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**L.3.1 PROPOSAL SUBMISSION**

Proposals must be submitted no later than November 16, 2007 at 2:00 p.m. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.3.3 POSTMARKS

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

L.3.4 LATE MODIFICATIONS

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

L.3.5 LATE PROPOSALS

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than fifteen (15) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than fifteen (15) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, James H. Marshall, Office of Contracting and Procurement, 441 4th Street N.W. Suite 700 South, Washington, D.C. 20001, telephone

number 202-724-4197, 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 of the reason for not submitting a proposal in response to this solicitation. If a Recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the Recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

L.6.1.1 "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

L.6.1.2 If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with

the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Offeror shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street N.W. Suite 700 South
Washington, D.C. 20001
Telephone: 202-724-4197
Fax: 202 727-0245
E-mail: jim.marshall@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.17.2** A copy of the licenses, registrations or certifications that the Offeror is required by District of Columbia law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and
- L.17.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual Recipients of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

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

- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.
- L.20** **KEY PERSONNEL**
- L.20.1** The District considers the positions described in C.3.1.1 as key personnel for this contract.
- L.20.2** The Offeror shall set forth in its proposal the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING SCALE

The Offeror's proposal response for each factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale is provided below:

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

M.2.1 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 25 or 20.

M.3 EVALUATION CRITERIA

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet

the District's needs in the manner most advantageous to the District, all factors considered.

M.3.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.3.2 The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in L.2.3 in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered.

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TECHNICAL EVALUATION FACTORS 0 – 70 POINTS		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	RELATIVE IMPORTANCE
Technical Approach	0 - 30	Technical Approach is equally important as Price and more important than Technical Expertise and Past Performance/Previous Experience
Understanding of Requirements	0 - 20	
Methodology and Approach	0 - 10	
Technical Expertise	0 - 20	Technical Expertise is less important than Technical Approach and equally important as Past Performance/Previous Experience
Staffing and Organization	0 - 10	
Staffing Plan	0 - 10	
Past Performance/ Previous Experience	0 - 20	Past Performance/Previous Experience is less important than Technical Expertise and Price and equally important as Technical Approach
Past Performance	0 - 10	
Previous Experience	0 - 10	
PRICE POINTS 0 – 30		
Price	0 - 30	Price is more important than Technical Approach and Past Performance/Previous Experience and equally as important Technical Expertise.
PREFERENCE POINTS 0 – 12		
Preference Points	0 - 12	Preference Points as described in M.6.1
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

M.4 EVALUATION FACTORS**M.4.1 TECHNICAL FACTORS****M.4.1.1 Technical Approach**

Description: This factor considers the technical approach to be utilized by the Offeror to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror's proposed technical plan, including the Offeror's. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

M.4.1.2 Technical Expertise

Description: This factor considers the Offerors technical expertise to perform the solicitation requirements including key staff, other staff, staffing plan, organization and the human resource policies and procedures required to successfully perform the required services.

M.4.1.3 Past Performance/Previous Experience

Description: This factor considers the Offeror's past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in transportation service delivery, business practices, and overall satisfaction of the Offeror's performance. In addition, this factor will examine the Offeror's level of customer service satisfaction based on past performance evaluation of the Offeror from supplied references, customer service results and other sources known to the District.

M.4.2 COST/PRICE PROPOSAL

- a. Price evaluations will account for up to 20 points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.
- b. Actual points assigned to each Offeror in this category will be based on the Offeror's total price as provided in Sections B.2.1, B.2.2, and B.2.3 of the Offeror's Price Proposal (L.2.3.2.2) in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Lowest Price Proposal}} \times (20) = \text{Evaluated}$$

Price of Proposal Being Evaluated

Price Score

M.4.3 TOTAL MAXIMUM POINTS (100 Points)**M.5 EVALUATION OF OPTION YEARS**

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

M.6 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.6.1 Required Small Business Enterprise (SBE) Subcontracting Set-Aside

35% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.6.2 General Preferences

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

M.6.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small

and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

- M.6.2.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.6.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.6.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.3.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.3.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.6.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.6.3.5 Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.6.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.6.4 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.5 Preferences for Certified Joint Ventures

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

M.6.6 Vendor Submission for Preferences

M.6.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.6.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.6.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.7 Subcontracting Plan

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.6.7.1 A description of the goods and services to be provided by SBEs;

M.6.7.2 A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;

M.6.7.3 The names and addresses of all proposed subcontractors who are SBEs;

M.6.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.6.7.5 A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;

M.6.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.6.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the

District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.6.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and

M.6.7.9 A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

M.6.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.