

SOLICITATION, OFFER, AND AWARD		1. Caption Needs Assessment Maternal & Child Health Poplation	Page of Pages 1 52		
2. Contract Number	3. Solicitation Number DCHC-2009-R-1559	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 4/13/2009	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 Financial Legal Consulting Group 441-4th Street, N.W. 700 Washington, DC 20001		8. Address Offer to: Office of Contracting and Procurement 441-4th Street, N.W., Suite 700 south Washington, D.C. 20001			

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

SOLICITATION

9. Sealed offers in original and 6 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 13-May-09
(Hour) (Date)

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

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

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OFFER

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

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

**SECTION B
SUPPLIES OR SERVICES AND PRICES**

B.1 SUPPLIES OR SERVICES AND PRICE/COST

B.1.1 The Office of Contracting and Procurement (OCP) on behalf of the District of Columbia (District) Department of Health, Community Health Administration (CHA) is seeking the services of a Contractor to conduct a needs assessment of the maternal and child health population (pregnant women, mothers, infants, children, and children with special health care needs) within the District.

B.2 CONTRACT TYPE

B.2.1 The District intends to award a firm fixed price contract.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR PERIOD OF PERFORMANCE

Contract Line Item No. (CLIN)	Description	Total Price
0001	Provide Needs Assessment of the Maternal and Child Health Population within the District, as described in C.3	\$ _____

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SECTION C
DESCRIPTIONS, SPECIFICATIONS, STATEMENT OF WORK

C.1 SCOPE

The District of Columbia (District) Department of Health, Community Health Administration (CHA) is seeking a Contractor to conduct a needs assessment of the maternal and child health population including pregnant women, mothers, infants, children, and children with special health care needs within the District of Columbia. The Title V Needs Assessment, a requirement of the Maternal and Child Health (MCH) Block Grant, is a critical element of the MCH program planning process. The assessment of needs and capacity will help DOH to direct resources to the areas of greatest need and opportunities for intervention. DOH will use the list of priorities generated as a result of the assessment to guide the planning of programs and allocation of resources with an overall purpose of the needs assessment to strengthen the ability of the CHA and its partners to prioritize and respond to public health issues that impact the Title V (Applicable Document # 1) population.

C.1.1 Applicable Documents

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Public Law	Title V of the Social Security Act available at: http://www.ssa.gov/OP_Home/ssact/title05/0500.htm	Most Recent
2	Public Law	Public Health Service Act for the Year 2000 Now 2010 available at: http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=110_cong_bills&docid=f:sc76ats.txt.pdf	Most Recent

C.1.2 Definitions and Acronyms

C.1.2.1 CSHCN-Children with Special Health Care Needs are those who have or are at risk for a chronic physical, developmental, behavioral, or emotional condition and who also require health and related services of a type and amount beyond that required by children generally.

C.1.2.2 HRSA-Health Resource and Services Administration

- C.1.2.3** **Key Informant Interviews** – Cross section of individuals and organizations with professional focus on the well being of the MCH population.
- C.1.2.4** **Title V**-legislation authorizing the creation of Maternal and Child Health programs in each of the 50 states and territories, promoting and improving the health of our nation’s mothers, infants, and children. It also provides the foundation and structure needed to meet the nation's goals for healthy mothers and children.
- C.1.2.5** **Title V Population**-Infants, children, children with special health care needs, adolescent population and women of child bearing age.
- C.1.2.6** **Affordability**- the percentage of income that can be devote to health care while still having sufficient income to address other basic necessities.
- C.1.2.7** **Quality**- an optimal balance between possibilities realized and a framework of norms and values.

C.2 **BACKGROUND**

- C.2.1** The mission of the Maternal and Child Health (MCH) Block Grant Program, as authorized under Title V of the Social Security Act (Applicable Document # 1), is to improve the health of all mothers, children, and their families. Specifically, the program seeks to:
- a. Assure access to quality care, especially for those with low-incomes or limited availability of care;
 - b. Reduce infant mortality;
 - c. Provide and ensure access to comprehensive prenatal and postnatal care to women (especially low-income and at risk pregnant women);
 - d. Increase the number of children receiving health assessments and follow-up diagnostic and treatment services;
 - e. Provide and ensure access to preventive and child care services as well as rehabilitative services for certain children;
 - f. Implement family-centered, community-based, systems of coordinated care or children with special health care needs (CSHCN); and
 - g. Provide toll free hotlines and assistance in applying for services to pregnant women with infants and children who are eligible for Title XIX (Medicaid).
- C.2.2** Health Resources Services Administration (HRSA) oversees and awards the funds for Title V grants to states. CHA is the grant administrator. Title

V of the Social Security Act (Applicable Document # 1) authorizes appropriations to states to improve the health of all mothers, pregnant women, infants, children and adolescents and children and youth with special healthcare needs. The general purpose of the MCH Services Block Grant is the improvement of the health of all mothers and children in the Nation consistent with the applicable health status goals and national health objectives established by the Secretary under the Public Health Service Act (Applicable Document # 2) for the Year 2000 (now 2010).

- a. Provide comprehensive care before, during and after pregnancy and childbirth.
- b. Provide prevention and primary care services to infants through adolescence.
- c. Provide comprehensive care for children and adolescents with special health care needs.
- d. Assure access to care for all mothers and children.
- e. Meet the nutritional and developmental needs of mothers, children and families.

C.2.3 The Maternal and Child Health Block Grant (MCH) is at its core a public health program that reaches across economic lines to improve the health of all mothers and children. Created as a partnership with State MCH programs and with broad State discretion, State Title V programs use grant funds for: capacity and systems building, public information and education, knowledge development, outreach and program linkage, technical assistance, provider training, evaluation, support for newborn screening, genetic services, lead poisoning and injury prevention, additional support services for children with special health care needs, and promotion of health and safety in child care settings.

C.2.4 Each Title V agency is required to conduct and submit a formal assessment of their state or territory's MCH needs every 5 years. This assessment is based on a comprehensive examination of the needs of the state or territory's MCH populations and the capacity (defined as accessibility, affordability, and quality) of available public and private resources and systems to serve those needs. The goal of the required 5-year needs assessment is to help Title V agencies reexamine their program planning priorities so that they can align their programs, policies, and resources to address the most important maternal and child health issues in their jurisdictions. Once the priorities are identified, the Title V agencies are also asked to identify the performance measures including national and state-specific MCH measures to be used to monitor progress toward each of these priorities.

C.2.5 Special efforts are made to build community capacity to deliver such enabling services as care coordination, transportation, home visiting, and

nutrition counseling. The accompanying pyramid (Attachment 9) graphically shows the Title V MCH approach to, and resources for providing comprehensive services for mothers and children. It also displays the uniqueness of the MCH Block Grant, the only Federal program that consistently supports services and activities at all levels of the pyramid. Functions related to infrastructure building are at the base of the pyramid and form its foundation.

C.2.6 CHA is responsible for monitoring pregnant women, mothers, infants, and children, including children with special health care needs. CHA and other public health entities gather and maintain data on populations, programs, and services. A variety of data systems are maintained to provide data that may be useful for evaluating performance and plan activities. As part of the needs assessment, the Contractor will examine data systems to ensure that problems of public health are being monitored efficiently and effectively.

C.3 REQUIREMENTS

The Contractor shall perform the required services in accordance with the Maternal and Child Health (MCH) Block Grant Program and applicable HRSA guidelines. The Contractor's specific requirements include the following:

C.3.1 Work Plan

C.3.1.1 The Contractor shall develop a work plan that includes a clearly defined approach toward the execution of the work; development of a research source list (bibliographical references, individuals and organizations that will be contacted and interviewed) and shall identify or address at a minimum the following:

- a. The completion of deliverables within the due date specified;
- b. A list of resources needed to complete the task such as bibliographical references;
- c. A list of needed contacts for focus groups and personal interviews;
- d. The design and development of data collection tools;
- e. The completion of analysis plans;
- f. The development of priority setting plans;
- g. A timeline that includes a – f above and allows time for interaction with the CHA epidemiologist and data staff.

C.3.2 Assessment of Internal Organizational MCH Capacity

C.3.2.1 The Contractor shall assess the District DOH-CHA's current capacity to monitor the breadth of services provided to District residents, including resources, programmatic activities and services as defined by the MCH pyramid levels (Attachment # 9).

C.3.2.1.1 The Contractor shall work with CHA epidemiologist and data staff in the design and development of the data collection tool, analysis plans, processes for priority setting; and the interpretation, and analysis of the data. The Focus shall be on data needed to present a detailed picture of MCH Needs (including identification of primary data collection needed to fill gaps)

C.3.2.1.2 The Contractor shall perform an analysis of each of CHA's bureaus determining and detailing their current resources, activities, and services as well as their ability to continue to provide services by each of the pyramid levels.

- a. The Bureau's ability to meet the needs of the District's MCH population by level of the pyramid;
- b. Evaluate current program measures and suggest program redesign if measures are not being met; and
- c. Determine the capacity of each bureau's data collection capabilities in addressing national and state performance measures and health program outcomes.

C.3.2.1.2.1 The Bureaus within CHA are:

1. Nutrition and Physical Fitness Bureau
2. Perinatal and Infant Health Bureau
3. Child, Adolescent and School Health Bureau
4. Bureau of Cancer and Chronic Disease Prevention
5. Bureau of Primary Health Care
6. Pharmaceutical Procurement and Distribution Bureau.

C.3.3 Assessment of Community Level MCH Capacity

C.3.3.1 The Contractor shall use the Title V indicators (Attachment # 11) as reference material to outline the demographics of the Title V population and identify areas of greatest need in the District.

C.3.3.2 The Contractor shall determine, using Title V indicators, measures and other quantitative data, what resources are available to the Title V population and what factors affect the accessibility and quality of services, identifying areas of greatest need as well as the ability of Title V funding to affect positive change.

C.3.3.3 The Contractor shall identify resources and assets in the community that DOH could form partnerships with to enhance services provided to the Title V population.

C.3.3.4 The Contractor shall develop and conduct a series of ten (10), two to four hour, focus groups with community stakeholders and organizations to discuss needs, problems, and priorities of the maternal and child and special health care needs populations that utilize or need to access the District's health care delivery system. The focus groups shall be used to identify gaps in community-level data capacity, particularly on emerging issues such as behavioral health and women's pre-conception health. The Contractor in consultation with CHA shall be responsible for the logistics of the focus group including selecting focus group participants, location selection, invitations, and facilitation of the focus groups.

C.3.3.4.1 The Contractor shall develop and produce a summary of each focus group indicating the gaps in community-level data capacity particularly on emerging issues such as behavioral health and women's pre-conception health.

C.3.4 Draft MCH Needs Assessment Report

The Contractor shall develop and provide a draft Needs Assessment Report that delineates demographic information on the Title V population, to include the following:

- a. The areas of greatest need;
- b. What resources are available to this population;
- c. Assessment of DOH-CHA's current capacity to monitor the breadth of services provided to District residents, including resources, programmatic activities and services as defined by the MCH pyramid levels;
- d. Factors that affect the accessibility and quality of services;
- e. Assessment of Internal MCH capacity;
- f. Assessment of Community Organizational capacity;
- g. Assessment of the resources and assets in the community;
- h. Focus group summaries;
- i. Summary of Key Informant Interviews;
- j. List of the District's 7 to 10 MCH priority needs and any changes in those needs since the last block grant submission;
- k. Summary of the process used to determine the District's MCH priority needs;
- l. Summary of needs assessment partnership building and collaborations;

- m. Description of how the District's analysis of need by MCH population group through quantitative and qualitative methods pointed to the District's 7 to 10 priority needs; and
- n. Recommendation to the District in selecting new priorities for the next five year period.

C.3.5 MCH Stakeholders Forum

The Contractor shall convene, in collaboration with CHA, a public forum. The location and list of potential attendees will be supplied by CHA. The Contractor shall:

- a. Provide adequate copies of the draft needs assessment report at the public forum to obtain the participation of stakeholders in gathering input on the draft document and current issues affecting the health and well-being of women, infants, children, and families at the state, and community level;
- b. Develop and provide a tool to allow the community to rate the priorities for the District; and
- c. Develop a strategy to enlist the support of policymakers, including the DC City Council, the Office of the Mayor and the Office of the Congresswoman, to endorse and promulgate the 5 year needs assessment.

C.3.6 Final Needs Assessment Report

C.3.6.1

The Contractor shall produce a final report which takes into consideration comments from CHA. The final report shall be an educational tool informing the public and stakeholders of the District's MCH priorities, targets, activities and resource allocations; shall be an advocacy tool that stakeholders can use to advocate for increased investments in maternal and child health.

- a. A review of the input and rating of priorities obtained MCH Stakeholders Forum ;
- b. Recommendations for methods to increase the number served by the current programs;
- c. Recommendations regarding process improvements to increase the number of women, infants, children and children with special health care needs served by Title V programs;
- d. Lists the priorities and proposed recommendations (along with justifications) that address the national and states goals and concerns in the District based on its priorities (Attachment 11);
- e. Identifies lessons learned, factors in the process that impact results, key successes, challenges, and recommendations; and
- f. Identifies the actions of community partners.

- C.3.6.1.1** The Contractor shall develop and submit final draft of Needs Assessment Report in accordance with Title V (Applicable Document # 1) and provide both hard and electronic copies of the report shall be made available to the public.

SECTION D
PACKAGING AND MARKING

This section is not applicable to this solicitation.

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SECTION E
INSPECTION AND ACCEPTANCE

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

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**SECTION F
DELEVERIES OR PERFORMANCE**

F.1 TERM OF CONTRACT

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

F.2 DELIVERABLES

F.2.1 Contractor shall perform the required services and tasks and develop and submit one (1) hard copy and one electronic copy of the following deliverables to the COTR identified in G.9.1 in accordance with the due dates identified below:

Deliverable Number	Deliverable	Due Date
1	Work Plan, as described in C.3.1	July 15, 2009
2	Focus Group Summary, as described in C.3.3.4.1	Sept. 15, 2009
3	Community level MCH capacity assessment report, as described in C.3.3.3	Nov. 15, 2009
4	Draft Needs Assessment Report, as described in C.3.4	Jan. 15, 2010
5	MCH Stakeholders Forum Report, as described in C.3.5	Feb. 28, 2010
6	Final Needs Assessment Report, as described in C.3.6	April 30, 2010

F.2.2 Contractor shall prominently label all reports with Contractor’s name and business address, along with the Contract Number, on the cover of the report.

F.2.3 If any documents contain confidential information, the outer and inner contents of the package shall be prominently labeled “Confidential.”

F.2.4 Notice of Disapproval of Deliverables – Resubmission of Deliverables

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

F.2.5 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51%

District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

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SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

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

Office of the Controller/Agency CFO
825 North Capitol Street, NE
Washington, DC 20002

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

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

G.2.2.2 Contract number and invoice number;

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

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

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

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

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

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

The District will pay the Contractor monthly, 1/12 the total amount provided in Section B.3 upon the receipt and acceptance of approved invoices.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

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

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

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

G.6.2 PAYMENTS TO SUBCONTRACTORS

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

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

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

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

c. the 15th day after the required payment date for any other item.

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

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

G.7 CONTRACTING OFFICER (CO)

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

James H. Marshall
Office of Contracting and Procurement
441 4th Street, NW Room 700 South
202 724-4197 Phone
jim.marshall@dc.gov Email

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:

Mary Francis Kornak
Department of Health Community Health Administration
825 North Capitol Street, NE
Washington, DC 20002
Email: mary.kornak@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.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination Revision No. 7 dated March 16, 2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION I CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any

such license or agreement, such restricted rights shall include, as a minimum the right to:

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

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____
With _____(Contractor's Name); and

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of

authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the

work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

I.8.1

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

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$ 1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$ 1,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$ 1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
4. Workers' Compensation Insurance.

Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$ 1,000,000 per accident for injury; \$ 1,000,000 per employee for disease; and \$ 1,000,000 for policy disease limit.

5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$ 2,000,000 per occurrence, with the District of Columbia as an additional insured.
6. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys,

engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

The policy shall provide limits of \$ 1,000,000 per occurrence for each wrongful act and \$ 1,000,000 per aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

7. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$ 1,000,000 per occurrence for each wrongful act and \$ 1,000,000 per aggregate for each wrongful act.

- B. DURATION. Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.4. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving

precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

**SECTION J
LIST OF ATTACHMENTS**

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.2	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 07 dated March 16, 2009
J.3	Government of the District of Columbia Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
J.5	District of Columbia Living Wage Notice
J.6	District of Columbia Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Past Performance Evaluation Form
J.9	HRSA Title V Pyramid
J.10	State Performance Measures from the Title V Application
J.11	DC Title V Priorities 2005-2010
J.12	Cost/Price Certification
J.13	Title V Social Security Act

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

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of:

- _____
 an individual,
 a partnership,
 a nonprofit organization, or
 a joint venture.

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

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

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

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

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

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

L.1.2 INITIAL OFFERS

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCHC-2009-R-1559 – Needs Assessment of the Maternal and Child Health Population within the District.

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

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

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

L.2.1 Technical Proposal

L.2.1.1 TECHNICAL APPROACH

- a. The Offeror shall provide a written narrative to describe the Offeror's understanding of the District's requirements and an awareness of the scope and complexity of services to be provided;
- b. The Offeror shall provide a written narrative to describe the Offeror's methodologies and approaches to be used to accomplish the technical components of the requirements in C.3. The Offeror's proposed methodologies and approaches shall comprehensively cover all technical requirements and address the following:
 1. Recognize and address potential issues associated with providing the services to be provided;
 2. Identify specific creative and innovative features of the services the Offeror proposed and the expected benefits to be derived from these features.
- c. The Offeror shall provide a written narrative to demonstrate the Offeror's knowledge of and a comprehensive understanding of public, private and community-based programs and services for mothers, infants and children including children and youth with special health care needs to successfully complete the required services described in C.3;
- d. The Offeror shall provide a written narrative to demonstrate the Offeror's demonstrate the ability to obtain qualitative and quantitative information from a variety of MCH stakeholders, including providers, consumers, community-based organizations, public and private agencies, and grassroots organizations, on MCH priority needs, systems capacity, and resource allocation to successfully complete the required services described in C.3.

L.2.1.2 Technical Expertise

- a. The Offeror shall provide a narrative describing the qualifications of the Offeror's staff, including the team leader or principal to perform the services required in C.3. The narrative shall provide details of the Offeror's lessons learned and the resulting actions that led to improved and the successful completion of contract requirements similar in size and scope as the requirements described in Section C.3;
- b. Describe the offeror's proposed staffing mix and the relevant experience of the proposed staff to successfully complete the required services described in C.3;

- c. Demonstrate evidence that staff possess the necessary epidemiological expertise and demonstrates the capacity to conduct data analysis and interpretation of data to successfully complete the required services described in C.3;
- d. The Offeror shall provide a narrative to describe the Offeror's quality assurance plan and system to tract timely completion of required deliverables.

L.2.1.3 Past Performance and Previous Experience

L.2.1.3.1 Narrative

- a. The Offeror shall describe the Offeror's expertise in performing needs assessments similar in size (value) and scope (complexity) to the requirements described in C.3.

L.2.1.3.2 Attachments

- a. List three references related to Offeror's experience conducting needs assessments similar in size and scope as those described in C.3.2 and C.3.3;
- b. The Offeror shall provide the following information for all contracts in which the Offeror has performed work either as a prime or subcontractor similar in size and scope in the past five (5) years:
 - a. Name of contracting activity;
 - b. Contract number;
 - c. Contract type;
 - d. Contract duration (or Period);
 - e. Total contract value;
 - f. Project Manager's Name, Address and Telephone;
 - g. Description of work performed including a description of any major problems encountered in performing the contract and corrective actions taken;
- c. The Offeror shall provide a completed Past Performance Evaluation Form attached in Section J. for a minimum of three (3) contracts in L.2.1.3 b. above.

L.2.1.4 REPRESENTATIONS AND CERTIFICATIONS

Offeror shall complete the following representations and certifications:

- a. Signed Solicitation, Offer and Award form (page 1);
- b. Completed Attachments J.3, J.4, and J.7 of this solicitation; and
- c. Completed Representations and Certifications and other statements of the Offeror in Sections K.1, K.2, K.3, K.4, K.5, and K.6.

L.2.2 PRICE PROPOSAL

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

- a. Cover Letter
- b. Completed Price Schedule (B.3)
- c. Cost/Price Certification (Attachment J.12)

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

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 pm May 13, 2009**. 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 **April 29, 2009** for this solicitation. The District will not consider any questions received after **April 29, 2009**. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, James H. Marshall at 724-4197 or jim.marshall@dc.gov by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, James H. Marshall at 724-4197 or jim.marshall@dc.gov of the reason for not submitting a proposal in

response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, James H. Marshall at 724-4197 or jim.marshall@dc.gov that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but

which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

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

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the

offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M. 3 EVALUATION CRITERIA

TECHNICAL EVALUATION FACTORS 0 – 85 POINTS		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	RELATIVE IMPORTANCE
Technical Approach	0 - 40	
Technical Expertise	0 - 25	
Past Performance and Previous Experience	0 - 20	
PRICE EVALUATION 0 – 15		
Price		Price is less important than Technical Capability and Corporate Qualifications.
PREFERENCE POINTS 0 – 12		
Preference Points	0 –12	Preference Points as described in M.6.1
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

M.4.1 TECHNICAL CRITERIA (_____ Points)

M.4.2 PRICE CRITERIA (_____ Points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

Lowest price proposal
 ----- x weight = Evaluated price score

Price of proposal being evaluated

M.4.3 PREFERENCE (___ Points)

M.4.4 TOTAL (___ Points)

M.5 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.5.1 Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone

a. General Preferences

Under the provisions of D.C. Law 13-169, “Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000” (the “Act”, as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

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

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

M.5.2 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE 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 DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO 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 RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise 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 such business in response to a RFP.

M.5.3 Maximum Preference Awarded

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

2. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least

fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

3. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

4. Vendor Submission for Preferences

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:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for an offeror to receive allowable preferences under this solicitation, the offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program

441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

4. Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

5. Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.7.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.