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|--|------------------------|--|--|----------------|--|
| SOLICITATION, OFFER, AND AWARD | | 1. Caption | | Page of Pages | |
| | | Customized Medical Mobile Storage Cabinets | | 1 | 34 |
| 2. Contract Number | 3. Solicitation Number | 4. Type of Solicitation | | 5. Date Issued | 6. Type of Market |
| | DCHC-2010-B-6854 | <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency | | 5/6/2010 | <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside |
| 7. Issued By: | | | 8. Address Offer to: | | |
| Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001 | | | Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001 | | |

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the
 441 4th Street, NW, Suite 703 South, Bid Room
 bid counter located at Washington, DC 20001 until 10:00AM local time 19-May-10
 (Hour) (Date)

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

| | | | | | |
|-----------------------------|----------------|--|--------------------|----------------------|-------------------|
| 10. For Information Contact | A. Name | | B. Telephone | | C. E-mail Address |
| | Eun-Kyung Choi | | (Area Code) 202 | (Number) 724-4054 | |
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 150 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

| | | | | |
|---------------------------------|---|---|---|--|
| 13. Discount for Prompt Payment | <input type="checkbox"/> 10 Calendar days % | <input type="checkbox"/> 20 Calendar days % | <input type="checkbox"/> 30 Calendar days % | <input type="checkbox"/> ___ Calendar days % |
|---------------------------------|---|---|---|--|

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

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

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 | |

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement on behalf of the Health Emergency Preparedness and Response Administration (HEPRA) of the D.C. Department of Health (DOH) is seeking a Contractor to provide custom designed mobile storage cabinets (MSCs) to hold the full inventory of Point of Dispensing (POD) and Quick Delivery Center (QDC) operational supplies and equipment.

B.2 The District contemplates award of a firm fixed price contract.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

| Contract Line Item No. (CLIN) | Item Description | Quantity | Unit Price | Total Price |
|--|---|-----------------|-------------------|--------------------|
| 0001 | Mobile Storage Cabinets for POD as described in section C.3. | 7 | \$ _____ EACH | \$ _____ |
| 0002 | Mobile Storage Cabinets for QDC as described in section C.3. | 27 | \$ _____ EACH | \$ _____ |
| 0003 | Shipping | 1 | \$ _____ EACH | \$ _____ |
| Grand Total: | | | | \$ _____ |

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Health Emergency Preparedness and Response Administration (HEPRA) of the D.C. Department of Health (DOH) is seeking a contractor to provide custom designed mobile storage cabinets (MSCs) to hold the full inventory of Point of Dispensing (POD) and Quick Delivery Center (QDC) operational supplies and equipment.

In the event of a significant event requiring emergency prophylaxis of the public, PODs and QDCs will be setup throughout the District to facilitate public prophylaxis. While most of the prophylaxis materials will come directly from the federal government, supplies and equipment which support these operations must be pre-staged for emergency deployment.

These MSCs will then be stocked with existing supplies and equipment and deployed when an emergency occurs requiring a Public Health response.

C.1.1 Applicable Documents

| Item No. | Document Type | Title | Date |
|----------|---------------|---|--------------|
| 1 | Plan | District of Columbia Strategic National Stockpile (SNS) Distribution Plan | August 2008* |

*To be provided upon award.

C.1.2 Definitions

| | |
|-----------------|---|
| CDC | Centers for Disease Control and Prevention Agency charged with managing the Strategic National Stockpile. |
| DOH | DC Department of Health. |
| GO-Kits | Inventory of supplies for rapid deployment and use by DOH and SNS personnel. |
| HEPRA HQ | Health Emergency Preparedness & Response Administration; DOH. Located at 64 New York Ave, NE; Washington, DC 20003 |
| MSC | Mobile Storage Cabinet. Note, that the POD MSC will consist of two containers. The QDC MSC will consist of one container. |
| POD | Point of Dispensing Center, a medically staffed center run by DOH which provides emergency distribution of prophylactic medications and vaccines. |
| QDC | Quick Delivery Center, a non-medically staffed center run by DOH which provides emergency distribution of prophylactic medications. |

QDCs are designed for short term delivery to a high or full percentage of the population.

SNS Strategic National Stockpile, a Federal repository of antibiotics and medical supplies for use during a public health emergency.

C.2 BACKGROUND

The mission of the Department of Health (DOH) is to promote and protect the health, safety and quality of life of residents, visitors and those doing business in the District of Columbia. Our responsibilities include identifying health risks; educating the public; preventing and controlling diseases, injuries and exposure to environmental hazards; promoting effective community collaborations; and optimizing equitable access to community resources.

The mission of the Health Emergency Preparedness and Response Administration (HEPRA) is to coordinate the delivery of emergency medical services and trauma care to residents, workers, and visitors in the District of Columbia. HEPRA assists in the District's planned response to emergency health and medical crises through planning, preparedness, training, and operational programs. HEPRA issues certification for approved emergency medical technicians and paramedics, inspects and licenses all ambulances, and inspects and certifies approved training centers in the District of Columbia. The Administration's responsibilities also include emergency planning, training for emergency response, and operation of Department of Health Medical Command Posts during citywide emergencies.

CDC's Strategic National Stockpile (SNS) has large quantities of medicine and medical supplies to protect the American public if there is a public health emergency (terrorist attack, flu outbreak, and earthquake) severe enough to cause local supplies to run out. Once Federal and local authorities agree that the SNS is needed, medicines will be delivered to any state in the U.S. within twelve (12) hours. Each state must have plans to receive and distribute SNS medicine and medical supplies to local communities as quickly as possible.

Under the Cities Readiness Initiative (CRI), the DOH and the National Capital Region is preparing to distribute medications to 100% of the District of Columbia population within forty-eight (48) hours. DOH has planned for forty (40) QDCs to open for the first forty-eight (48) hours, followed by twenty (20) PODs to open after the initial forty-eight (48) hours has passed or when the Department of Health deems necessary.

C.3 REQUIREMENTS

C.3.1 The Contractor shall provide custom designed mobile storage cases (MSCs) meeting the following specifications:

C.3.1.1 Mobile Storage Cases, heavy duty construction capable of enduring multiple year warehouse storage, stacking (as defined in C.3.4), rapid emergency deployment, trailer transit, and exercising.

C.3.1.2 Dimensions to be 73.75" long x 24.5" wide x 26.5" high (without wheels), 32.5" high with wheels.

Customized Medical Mobile Storage Cabinets

- C.3.1.3** Aluminum or equivalent construction.
- C.3.1.4** Two (2) recessed, easy-grip handles on each end to allow for ease of transport and lifting of the container.
- C.3.1.5** Lockable, puncture-proof casters, with lockable brakes, capable of supporting stacked cases (600lb+ load).
- C.3.1.6** Wheel inserts on lid supporting stackability.
- C.3.1.7** Heavy duty latches with secure locking system.
- C.3.1.8** Sealing design to protect against theft, moisture, dust and other corrosive particles.
- C.3.1.9** MSCs “DC DOH SNS” in 2-inch white letters stenciled on the top and all four sides.
- C.3.1.10** Interior of MSCs shall be lined with protective felt or carpet-like material.
- C.3.1.11** QDCs shall consist of two (2) stackable containers and be Royal Blue in color.
- C.3.1.12** PODs shall consist of one (1) container and be Black in color.
- C.3.2** The Contractor shall provide a detailed schematic of MSC(s) with measurement dimensions to the Contracting Officer’s Technical Representative (COTR).
- C.3.3** After schematic is approved by HEPRA, the Contractor shall provide a prototype of each of type of unit for HEPRA’s review
- C.3.4** The Contractor shall prepare and deliver prototypes to HEPRA storage facility located at 3330 V St., N.E., Washington, DC 20018 for approval by the COTR.
- C.3.5** After all approvals by HEPRA, the Contractor shall complete construction of and deliver the full allotment of MSCs, ready to be packed, to the storage facility.
- C.3.6** The Contractor shall clearly identify and differentiate POD and QDC MSCs as per the specifications provided in C.3.1.
- C.3.7** Where possible, the Contractor shall emphasize a reduced footprint and stackability, however, stability and fully stocked weight bearing capacity must be adequately addressed. The Contractor shall estimate the stocked weight to include the container itself and all items on District of Columbia POD & QDC Go-Kit lists. DOH will provide approximate weights of specific items.

Customized Medical Mobile Storage Cabinets

- C.3.8** The Contractor shall provide two (2) year or longer warranty for all parts and labor, ensuring that accepted prototype design will support all functions as described in this requirement.
- C.3.9** Should the Contractor determine that there is an acceptable alternative to Aluminum for use in the construction of the units, the Contractor shall make recommendation to the COTR. The Contractor's recommendation shall provide evidence of increased durability, security and cost-savings.
- C.3.10** The Contractor shall not make any substitutions to the construction material (i.e. Aluminum) without written approval, in the form of a modification, from the Contracting Officer.

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SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007 located at www.ocp.dc.gov shall be completed and incorporated with the bid.

E.2 Final Inspection

The COTR will conduct a final inspection of units for PODs and QDCs to ensure each meets the requirements. If the COTR finds the unit is not compliant, the Contractor shall have thirty (30) days from the date of inspection to provide a replacement.

E.2.1 If the Contractor determines that thirty (30) days is not sufficient time to provide a replacement, the Contractor shall submit a plan which outlines the steps it will take to correct the problem areas within ten (10) days of the inspection date.

E.2.2 The Contractor shall not consider the plan acceptable until written acceptance of the plan is provided by the COTR. Upon receipt of COTR's acceptance, the Contractor shall have thirty (30) days from that date to provide a replacement.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be from date of award through July 31, 2010.

F.2 DELIVERABLES

The Contractor shall deliver the following deliverables to the COTR unless otherwise noted:

| SOW Section | Deliverable | Quantity | Format/Method of Delivery | Due Date |
|--------------------|---|------------------|---|--|
| C.3.2 | Provide detailed MSC(s) with measurement dimensions to show how listed items will be packed as described in section C.3.2 | 1 | Hard copy faxed and e-mailed. Schematics will be evaluated on basis to meet design specifications listed above, including configuration, portability/mobility, security, and stability. | 7 calendar days after Award of the contract. Will receive response within 3 working days |
| C.3.7 | Provide prototype of completed POD MSC(s) and QDC MSC(s) as described in section C.3.7 | 1 Each | Prototype of completed MSCs delivered by contractor to HEPRAs designated facility. Prototypes will be stocked with existing 'go kit' materials to test design function and portability. | 8 business days from the approval of schematics from COTR. |
| C.3.8 | Provide completed MSCs with all interior storage containers as described in section C.3.8. | 7 POD; 27 QDC | Deliver all completed MSCs to HEPRAs designated facility | July 31, 2010 |

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.8 below. The address of the CFO is:

Name: Department of Health
Address: 825 North Capitol Street, N.W.
5th Floor, Suite 5100
Washington, DC 20002
Attn: Accounts Payable
Telephone: 202-442-9069

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (Contractors 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 PAYMENT

The Contractor shall be paid upon completion and acceptance of work in accordance with the price schedule in Section B.3 of the contract.

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

G.4.1 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.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 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.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

G.5.1.1 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.5.1.2 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.5.2 Payments to Subcontractors

G.5.2.1 The Contractor must take one of the following actions within seven (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.5.2.2 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.5.2.3 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.5.2.4 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.6 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers.

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 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.7.3 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.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 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.

G.8.2 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.8.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision 8 dated 5/26/2009, 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 Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in

accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

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

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

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

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

- a. A good faith effort to comply is demonstrated by the Contractor;
- b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be

enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

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

H.6 PROTECTION OF PROPERTY

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

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

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 (“SCP”) (Attachment J.1.2) are incorporated as part of the contract resulting from this solicitation.

I.2 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.3 TIME

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

I.4 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.5 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.6 INSURANCE

I.6.1 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 have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. 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 and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.6.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.6.1.2 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 this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

I.6.1.3 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: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

I.6.1.4 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

I.6.2 DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.6.3 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.6.4 CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely

responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- I.6.5 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.6.6 NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- I.6.7 CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Courtney Lattimore
District of Columbia Government
441 4th Street NW, Suite 700 South
Washington, DC 20001
202-724-4233
courtney.lattimore@dc.gov

I.7 INCORPORATED DOCUMENTS AND ORDER OF PRECEDENCE

- I.7.1** The following documents are incorporated by reference into the contract. In the event of an inconsistency among the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

I.7.1.1 This Agreement, Sections A-K, including Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007;

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Standard Contract Provisions dated March, 2007

J.1.2 Wage Determination No: 2005-2103 Revision 8, dated 5/26/09

J.1.3 Past Performance Evaluation Form

J.2 INCORPORATED ATTACHMENTS

(The following forms shall be completed and incorporated with the offer.)

J.2.1 LSDBE Certification Package (located at www.olbd.dc.gov)

J.2.2 E.E.O. Information and Mayor's Order 85-85
(located at www.ocp.dc.gov ; click on Solicitation Attachments)

J.2.3 Tax Certification Affidavit
(located at www.ocp.dc.gov ; click on Solicitation Attachments)

J.2.4 First Source Employment Agreement
(located at www.ocp.dc.gov ; click on Solicitation Attachments)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 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.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the 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.3 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.4 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.5 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:

Customized Medical Mobile Storage Cabinets

- 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.6 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 METHOD OF AWARD

L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.1.2 The District intends, but is not obligated, to award single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and one (1) copy. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No.: DCHC-2010-B-6854 – Customized Medical Mobile Storage Cabinets."**

L.2.1.1 The offeror's bid shall include two (2) completed past performance from with a rating of "Good" or better.

L.2.1.2 The offeror's bid shall include completed attachments J.2.1 through J.2.4.

L.2.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

L.2.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3 FAMILIARIZATION WITH CONDITIONS (SERVICES)

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the

difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than **10:00 a.m.** local time on **May 19, 2010**.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the Fifth (5th) day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS DELIVER OR MAIL TO:

Office of Contracting and Procurement
Bid Counter
441 4th Street, NW,
Suite 703 South,
Washington, DC 20001

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

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

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, Courtney Lattimore, Office of Contracting and Procurement, 441 4th Street, NW, Suite 700 south, (202) 724-4233, 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, Courtney Lattimore, Office of Contracting and Procurement, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and

does not notify the Contracting Officer, Courtney Lattimore, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 VENDOR SUBMISSION FOR PREFERENCES

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as a 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 any sworn notarized Self-Certification forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located in 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 a bidder to receive allowable preferences under this solicitation, the bidder must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or 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 forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

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

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in

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

L.15.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.16 STANDARDS OF RESPONSIBILITY

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

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

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

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

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

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

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

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

L.16.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

SECTION M: EVALUATION FACTORS

M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.1.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

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

M.1.1.1 General Preferences

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

- M.1.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.1.1.1.2** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.1.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local

business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

- M.1.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.1.2 Application of Preferences

The preferences shall be applicable to prime Contractors as follows:

- M.1.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (IFB).
- M.1.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to an IFB.
- M.1.2.3** Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to an IFB.
- M.1.2.4** Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to an IFB.
- M.1.2.5** Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added

to the overall score for proposals submitted by the DZE in response to an IFB.

- M.1.2.6** Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to an IFB.

M.1.3 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 IFB. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

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

M.1.5 Vendor Submission for Preferences

- M.1.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

- M.1.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

- M.1.5.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

- M.1.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

DCHC-2010-B-6854

Customized Medical Mobile Storage Cabinets

Department of Small and Local Business Development

ATTN: LSDBE Certification Program

441 Fourth Street, N.W., Suite 970N

Washington, DC 20001

- M.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.