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|--|--|--|---|--|--|
| SOLICITATION, OFFER, AND AWARD | | 1. Caption Maintain and Update the DOH AccessRX Database | | Page of Pages 1 49 | |
| 2. Contract Number | 3. Solicitation Number DCHC-2010-B-8533 | 4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source | 5. Date Issued 12/14/2009 | 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside - See Section B.3 <input type="checkbox"/> Open with Subcontracting Set Aside | |
| 7. Issued by: Office of Contracting and Procurement 440 4th Street, NW., Suite 700 South Washington, DC 20001 | | | 8. Address Offer to: Office of Contracting and Procurement 440 4th Street, NW., Suite 703 South, Bid Room Washington, DC 20001 | | |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 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 703S, Bid Room, Washington,
bid counter located at DC until 10:00AM EST local time January 4, 2010
(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 Shafiq Choudhary | B. Telephone (Area Code) 202 (Number) 724-5248 (Ext) | C. E-mail Address shafiq.choudhary@dc.gov |
|-----------------------------|-----------------------------|---|--|

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OFFER

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

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

| | | | | |
|---|------------------|------|------------------|------|
| 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 | 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 |
|---|---|----------------|

**SECTION B
SUPPLIES OR SERVICES AND PRICE/COST**

B.1 INTRODUCTION

The District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH), Health Regulation and Licensing Administration (HRLA) is seeking a Contractor to maintain and update the DOH’s AccessRx database with marketing data collected from pharmaceutical manufacturers and labelers. The Contractor shall also provide analysis of data to produce in accordance with the District’s Access Rx Act of 2004 (Applicable Document No. 1).

B.2 CONTRACT TYPE

The District contemplates the award of a fixed price contract.

B.3 PRICE SCHEDULE

B.3.1 Base Year

| Contract Line Item No. (CLIN) | Description | Total Price |
|-------------------------------|---|-------------|
| 0001 | Maintain and update the Department’s AccessRx database, as described in C.3 | \$ _____ |

B.3.2 Option Year One

| Contract Line Item No. (CLIN) | Description | Total Price |
|-------------------------------|---|-------------|
| 1001 | Maintain and update the Department’s AccessRx database, as described in C.3 | \$ _____ |

B.3.3 Option Year Two

| Contract Line Item No. (CLIN) | Description | Total Price |
|-------------------------------|---|-------------|
| 2001 | Maintain and update the Department’s AccessRx database, as described in C.3 | \$ _____ |

B.3.4 Option Year Three

| Contract Line Item No. (CLIN) | Description | Total Price |
|--------------------------------------|---|--------------------|
| 3001 | Maintain and update the Department's AccessRx database, as described in C.3 | \$ _____ |

B.3.5 Option Year Four

| Contract Line Item No. (CLIN) | Description | Total Price |
|--------------------------------------|---|--------------------|
| 4001 | Maintain and update the Department's AccessRx database, as described in C.3 | \$ _____ |

SECTION C SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Health (DOH), Health Regulation and Licensing Administration (HRLA) is seeking a Contractor to maintain and update the DOH's AccessRx database with marketing data collected from pharmaceutical manufacturers and labelers. The Contractor shall also provide analysis of data to produce in accordance with the District's Access Rx Act of 2004 (Applicable Document No. 1).

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/Version |
|----------|-----------------------|---|--------------|
| 1 | DC Law | The District of Columbia AccessRx Act of 2004. D.C. Law 15-164: D.C. Official Code § 48-833.07 http://www.dccouncil.washington.dc.us/images/00001/20060615103659.pdf | Most Recent |
| 2 | DC Law | Chapter 18 of Title 22 of the District of Columbia Municipal Regulations (DCMR) http://os.dc.gov/os/cwp/view.a,1207,q,639642.asp | Most Recent |
| 3 | Guidance for Industry | Food and Drug Administration under 21 C.F.R. § 207.20. http://www.fda.gov/downloads/Drugs/GuidanceComplianceRegulatoryInformation/Guidances/UCM072339.pdf | Most Recent |

C.1.2 Definitions

The following terms when used have the following meanings:

C.1.2.1 AccessRx Act of 2004 – Requires that any “manufacturer or Labeler of prescription drugs dispensed in the District that employs, directs, or utilizes marketing representative in the District” annually report marketing costs for prescription drugs in the District. Companies are required to report expenses for advertising to District residents; gifts valued at more than \$25 given to District Health professionals; and the costs associated

with employees or contractors who directly or indirectly engage in advertising and promotional activities in the District.

- C.1.2.2 Affiliate** -Any individual, partnership, corporation, joint venture, companies, firms, contractors or other legal entities, if directly or indirectly, either owns, controls or can control the other, or a third party owns, controls or can control both.
- C.1.2.3 Average wholesale price** - means the wholesale price charged for a specific commodity that is assigned by the drug wholesaler and is listed in a nationally recognized drug pricing registry that is updated daily and charged to the retail pharmacy.
- C.1.2.4 Basic component of AccessRx** - includes the provision of drugs and medications for cardiac conditions and high blood pressure, diabetes, arthritis, anticoagulation, hyperlipidemia, osteoporosis, chronic obstructive pulmonary disease and asthma, incontinence, thyroid diseases, glaucoma, Parkinson's disease, multiple sclerosis, amyotrophic lateral sclerosis and other conditions approved by the Department. The term "basic component of AccessRx" shall also include the provision of over-the-counter medications that are prescribed by a health care provider and approved as cost-effective by the Department.
- C.1.2.5 GAAP** - Generally Accepted Accounting Principles - a widely accepted set of rules, conventions, standards, and procedures for reporting financial information.
- C.1.2.6 Labeler** - An entity or person that receives prescription drugs from the manufacturer or wholesaler and repackages those drugs for later retail sale and that has a labeler code from the federal Food and Drug Administration under 21 C.F.R. § 207.20 (Applicable Document No. 3).
- C.1.2.7 Manufacturer** - A manufacturer of prescription drugs and includes subsidiary or *affiliate* of a manufacturer.
- C.1.2.8 Marketing** - Advertising and promotional activities, including, but not limited to, the activities described in § 48-833.03.
- C.1.2.9 Marketing Representative** - An individual who is employed by or is under contract to a representative of a manufacturer or a labeler and engages in the marketing of prescription drugs in the District to any person or entity licensed to provide health care in the District.

C.1.2.10 Supplemental component of AccessRx - includes all prescription drugs and medications provided under the D.C. Medicaid program excluding those provided pursuant to the basic component of AccessRx.

C.1.2.11 Trade Secret – Information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives actual or potential independent economic value, from not being generally known to, and not being readily ascertainable by, proper means by another who can obtain economic value from its disclosure or use; and is the subject of reasonable efforts to maintain its secrecy.

C.1.2.12 Wet Signature - Physically generated signature of a person that can be compared to other physically generated signatures of the person for verification of authenticity.

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. DOH's 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.

Chapter 18 of Title 22 of the District of Columbia Municipal Regulations (DCMR), (Applicable Document No. 2) entitled "Prescription Drug Marketing Costs" requires pharmaceutical manufacturers and labelers who sell prescription drugs in the District annually to report their marketing activities and expenditures to the DOH. These regulations are consistent with Title III of the AccessRx Act of 2004. The "Act" directs the DOH to monitor these prescription drug-marketing costs. This "Act" mandates DOH to complete two reports to the Council of the District of Columbia and Office of the Attorney General on prescription drug marketing expenses. For that, each manufacturer or labeler is required to report their prescription drug marketing costs in an annual report filed with the Department on or before July 1 of each year.

C.3 REQUIREMENTS

The Contractor shall at a minimum perform or provide the following:

C.3.1 PHARMACEUTICAL MANUFACTURERS AND LABELERS MARKETING DATA DATABASE

C.3.1.1 Database Maintenance

The Contractor shall maintain the existing DOH database of marketing data received from pharmaceutical manufacturers and labelers.

C.3.1.2 Data Review

The Contractor shall review annual submissions of marketing data received from manufactures and labelers to ensure the completeness and quality of the data including the following:

C.3.1.2.1 Data submitted complies with Generally Accepted Accounting Principles (GAAP).

C.3.1.2.2 Data submitted complies with instructions to manufacturers and labelers provided by DOH

C.3.1.2.3 The Contractor shall follow-up with the manufactures and labelers to perform additional data collection and verification as needed, and to address questions about data submissions. The Contractor shall update the data submitted as necessary to reflect the results of the follow-up and verification of data obtained.

C.3.1.3 Data Entry

The Contractor shall enter July 2007 through June 2008 data submitted by manufactures and labelers into the database, and shall enter the next fiscal year data within six weeks of receiving it in electronic format from DOH.

C.3.2 ANALYSIS OF MARKETING DATA**C.3.2.1 Aggregate Report on Advertising Expenses**

C.3.2.1.1 The Contractor shall analyze annual data submitted by manufacturers and labelers regarding expenditures in the areas of advertising, marketing, and direct promotion of prescription drugs through radio, television, magazines, newspapers, direct mail, and telephone communications to District residents. The Contractor shall provide a written report summarizing the annual data submitted from manufacturers and labelers in conformance with requirements listed in the "Act" to include the following information as it pertains to marketing activities conducted within the District:

- a. Total expenses - gifts, advertising, aggregate and grand total.
- b. Increase/decrease in gifts, advertising, aggregate and grand total expenses over the previous year.
- c. Total expenditures by recipient type.
- d. Total expenditures by nature of payment.
- e. Distribution of gift expenses.
- f. Distribution of advertising expenses.

- g. Distribution of gift plus advertising expenses.
- h. Distribution of aggregate expenses.

C.3.2.1.2 The report shall also include the following reported in aggregate format:

- a. Gift recipient type by:
 - 1. Number of expenditures
 - 2. Percentage of dollar value
- b. Median value and range of gifts to top recipient types
- c. Nature of gift payments by:
 - 1. Number of expenditures
 - 2. Percentage of dollar value
- d. Median value and range of gifts
- e. Primary Purpose of payment by:
 - 1. Number of expenditures
 - 2. Percentage of dollar value
- f. Median value and range of gifts for top primary purposes
- g. Advertising expenses by:
 - 1. Type
 - 2. Dollar value

C.3.2.1.3 For organizations by selected subgroups and as a whole, and for individual recipients by selected subgroups and as a whole, the report shall include the following in aggregate format:

- a. Median value and range of payments received
- b. Number of payments received by each type
- c. Amount received in each payment type
- d. Number of payments received for each purpose
- e. Amount received for each primary purpose.
- f. Number of payments received from each company.
- g. Share of total dollar value of payments from each company.

C.3.2.2 Key Measures and Benchmarks

The Contractor shall identify key measures and benchmarks to compare marketing expenditures in the District to other comparable jurisdictions during the same time periods.

C.3.2.3 AccessRx Reporting Recommendations

C.3.2.3.1 The Contractor shall revise previous recommendations for data submission based upon the response of data collection

received for last fiscal year methodologies from manufacturers and labelers.

C.3.2.3.2 The Contractor shall develop and provide the HRLA recommendations to improve or enhance the collection and formatting of fiscal year data.

C.3.3 FINANCIAL IMPACT ANALYSIS

C.3.3.1 Financial Impact Report

C.3.3.1.1 The Contractor shall analyze the financial impact of prescription drug marketing on District physicians' prescribing practices based upon last fiscal year information gathered from manufacturers and labelers and other data as available.

C.3.3.1.2 The Contractor shall conduct an examination of the effect of prescription drug marketing activities and expenses on the cost, utilization and delivery of health care services in the District and include recommendation regarding the marketing activities of prescription drug manufacturers and labelers.

C.3.3.2 Council of the District of Columbia Hearings

The Contractor shall testify or present before the Council of the District of Columbia or the Council's Committee on Health to assist HRLA with any presentations regarding the AccessRx program.

C.3.4 PRELIMINARY FISCAL YEAR REPORT

Contingent upon receipt of fiscal year data in electronic format by December 15, of each year, the Contractor shall provide a written report that includes the following information for the last fiscal year data:

- a. Total expenses - gifts, advertising, aggregate and grand total.
- b. Increase/decrease in gifts, advertising, aggregate and grand total expenses over the previous year.
- c. Overview of company submissions.
- d. Update previous year's data with comparison to data received from the previous July 1 through June 30th of each year.
- e. Data collected shall be kept confidential

SECTION D
PACKAGING AND MARKING

- D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.1).

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**SECTION E
INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the Contract shall be governed by Inspection of Supplies or Clause Number Six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007(Attachment J.1) .

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SECTION F
PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF THE CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the Contract for a period of four (4) one (1) year option periods, or successive fractions thereof, by written notice to Contractor before the expiration of the Contract; provided that the District shall give Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Contract.

F.2.2 If the District exercises the option described in F.2.1, the extended Contract shall be considered to include this option provision.

F.2.3 The price for the Option Period shall be specified in the Contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in G.9 in accordance with the following due dates:

| Deliverable Number | Deliverable | Quantity/Format/Method of Deliver | Due Date |
|---------------------------|---|--|-----------------|
| 1 | Aggregate Report on Advertising Expenses as described in C.3.2.1. | One Hard copy One Soft copy | December 15 |
| 2 | Key Measures and Benchmarks as described in C.3.2.2. | One Hard copy One Soft copy | December 15 |
| 3 | AccessRx Reporting - Revise Previous Recommendations as described in C.3.2.3.1. | One Hard copy One Soft copy | December 15 |

| | | | |
|---|--|--------------------------------|-------------------------|
| 4 | AccessRx Reporting - New Recommendations as described in C.3.2.3.2. | One Hard copy One Soft copy | December 15 |
| 5 | Financial Impact Analysis - District Physicians' Prescribing Practices as described in C.3.3.1.1. | One Hard copy One Soft copy | December 15 |
| 6 | Financial Impact Report - Cost, Utilization and Delivery of Health Care as described in C.3.3.1.2. | One Hard copy One Soft copy | December 15 |
| 7 | Council of the District of Columbia or the Council's Committee Hearings or Meetings as described in C.3.3.2. | One Hard copy One Soft copy | Within five days notice |
| 8 | Preliminary Fiscal Year Report as described in C.3.4 | One Hard copy One Soft copy | December 15 |

F.3.1 Any reports that are required pursuant to H.5.5 of the 51% District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the contractor shall not be paid.

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SECTION G
CONTRACT ADMINISTRATION

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 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 G.7 below. The address of the CFO is:

Office of the Chief Financial Officer
Department of Health
825 North Capitol Street, N.E.
Washington, DC 20002
Telephone: (202) 442-9231

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

- a. Contractor's name, Federal tax ID, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- b. Contract number and Invoice Number
- c. Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- d. Other supporting documentation or information, as required by the Contracting Officer;
- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- f. Name, title, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in (G.2.2.f) above to be notified in the event of a defective invoice); and
- h. Authorized signature

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

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 Requirement and First Source Employment Agreement.

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, unless otherwise prohibited by this contract, 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 money claims pursuant to authority contained in the contract, 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 QUICK PAYMENT CLAUSE**G.6.1 Interest Penalties to Contractors**

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

be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.7 CONTRACTING OFFICER (CO)

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

James H. Marshall
Office of Contracting and Procurement
441 4th Street, N.W.,
Room No. 700 South
Washington, DC 20001
Telephone: (202) 724-4197
Fax: (202) 727-0254
E-mail: Jim.Marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in 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, or pursuant to specific authority otherwise included as part of this Contract.

G.8.3 In the event the Contractor effects any change at the direction 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 Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices of deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.
- G.9.2** The address and telephone number of the Contracting Officer Technical Representative is:

Linden DeJoseph
Department of Health
Health Regulation Licensing Administration
717 14th Street, N.W.
Washington, DC 20001
Telephone: (202) 724-8801
Fax: (202) 724-8677
E-mail: Linden.DeJoseph@dc.gov

- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make
 - b. contractual agreements, commitments, or modifications;
 - c. Grant deviations from or waive any of the terms and conditions of the contract;
 - d. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - e. or authorize the expenditure of funds by the Contractor;
 - f. Change the period of performance; or
 - g. Authorize the furnishing of District property, except as specified under the contract.
- G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any 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 No.: 8, Date of Revision: 05/26/2009, 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.

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in Section H.9.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

H.9.2 Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov .

- H.9.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.9.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.6 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.5 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.9.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - H.9.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - H.9.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - H.9.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - H.9.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

H.9.8.6 An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

H.9.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

H.9.8.8 Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 The Contractor shall cooperate and assist the District of Columbia and any state or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.

H.10.2 The Contractor shall provide originals and/or copies of all records and information requested and allow access to premises and provide records to HRLA or its authorized agent(s). All copies of records shall be provided free of charge.

H.10.3 The Contractor shall ensure that its employees and its subcontractors and their employees shall cooperate fully and be available in person for interviews, consultation grand jury proceedings, pre-trial conference, hearings, trial and in any other process.

H.10.4 Use of the District's or Contractor's Name

The Contractor and the District will obtain prior written permission from the other before using the name, symbols, and/or marks of said other party in any form of publicity for advertising purposes or marketing purposes in connection with the Contract. This shall not include Contractor's use of the geographic reference to "Washington, District of Columbia", "District of Columbia", or "Washington, DC", in academic scholarly publications or presentations (the process for which review by the District is described under 1.5.5.1.), or legally required disclosure

by the Contractor or District that identifies the existence of the Contract. The District will not use, nor authorize others to use, the name, symbols, or marks of the Contractor in any advertising or publicity material or make any form of representation or statement in relation to the Contract which would constitute an expressed or implied endorsement by the Contractor of any commercial product or service without prior written approval from the Contractor.

H.10.5 Confidentiality of Records

H.10.5.1 The Contractor shall treat all records as confidential and must use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited.

H.10.5.3 A breach of confidentiality is a breach of the Contract and will constitute grounds for Contract termination and prosecution to the fullest extent permissible by law.

H.10.5.4 Use of Information and Data

The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

H.10.6 COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND 40 U.S.C. 276c)

H.10.6.1 In accordance with 45 CFR §74 Appendix A (2) (Applicable Document 6), all contracts and sub-grants related to any facility utilized under this Contract in excess of \$2,000 for construction or repair awarded by the Contractor and subcontractors shall include a provision complying with the Copeland "AntiKickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States."

H.10.6.2 Each Contractor and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, complete or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Contractor or subcontractor shall report all suspected or reported violations to CMS.

H.11 DISTRICT RESPONSIBILITIES

- H.11.1** HRLA through the COTR will make available to the contractor, all relevant documents, and sample data format, sample reporting format related to this project and needed by the contractor to complete this project.
- H.11.2** The COTR through HRLA will prepare any response or request for additional information or comment within 24 weeks from DOA, HRLA Senior Management and Committees shall provide the contractor with all relevant comment and proposed revisions.
- H.11.3** The COTR and appropriate HRLA staff will attend required meetings with the Contractor to discuss issues, deliverables' status with the Contractor, the Office of Contracts and Procurement, and others as needed during the contract's period of performance.
- H.11.4** The COTR will perform continuous contract performance evaluations and program monitoring.
- H.11.5** The COTR will monitor and evaluate the Contractor's compliance with the requirements of this Contract.
- H.11.6** HRLA through the COTR will provide the Contractor with a minimum of one week notice for the Contractor's participation or assistance needed for Council or Council Committee hearings and meetings.

SECTION I STANDARD CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by 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. 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. 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. Contractor agrees not to assert any rights in common law or in equity in such data. 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.

1.5.5.1 Publication Terms

Contractor shall not submit any proposed publication of Data prior to the satisfactory submission of all deliverables outlined in this contract.

After this point, Contractor shall provide any proposed publication of Data to the District at least thirty (30) days prior to submission for publication. The District shall provide its review and comment of the proposed publication within fifteen (15) days of receipt and will inform Contractor whether any patentable or confidential information is disclosed therein. If the District requests in writing, the Contractor's Principal Investigator shall withhold any publication or presentation for an additional sixty (60) days to permit the District to seek patent

protection or to take other measures as deemed appropriate by District to establish and preserve its proprietary rights or to remove any confidential information from the publication. Expedited reviews for abstracts or poster presentations may be arranged if mutually agreeable to the District and the Contractor. While the District may provide comments on any publication by Contractor's Principal Investigator of the Data and research results, the District may not edit any such publication. Contractor shall own copyrights to all independent publications of the Data by Contractor's Principal Investigator.

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

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in Section I.5.6 are of no effect unless the data is marked by Contractor with the following legend:

I.5.7.1 RESTRICTED RIGHTS LEGEND

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

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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 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, 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 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, 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 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, 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 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, 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 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** 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, for:
- I.5.11.1** 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,
- I.5.11.2** 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 Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

Contractor hereunder shall not subcontract any of 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 Contractor. Any such subcontract shall specify that Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 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 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.

I.8.1.1 Certificate of Insurance Requirement

The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

I.8.1.2 Commercial General Liability Insurance

I.8.1.2.1 The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2 million in the aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.2.2 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 \$2 million and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, and shall include the District of Columbia as an additional insured.

I.8.1.3 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 million. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

I.8.1.4 Workers' Compensation Insurance

I.8.1.4.1 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.

I.8.1.4.2 Employer's Liability Insurance

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

I.8.1.5 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance as follows \$2 million, with the District of Columbia as an additional insured.

I.8.1.6 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 million per occurrence for each wrongful act and \$1 million 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.

I.8.2 Duration

Except as proved in I.8.1.6, 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.

I.8.3 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.

I.8.4 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 Attachment J.3. An award cannot be made to any Bidder 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:

- a. Supplies or Services and Price/Cost Section (Section B)
- b. Specifications/Work Statement (Section C)
- c. Special Contract Requirements (Section H)
- d. Deliveries and Performance (Section F)
- e. Contract Clauses (Section I)
- f. Contract Administration Data (Section G)
- g. Inspection and Acceptance (Section E)
- h. Contract Attachments (Section J) in the order they appear

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SECTION J
LIST OF ATTACHMENTS

The following list of attachments are incorporated into the solicitation by reference and made a part of the resulting contract in the order of priority described in I.10.

| Attachment Number | Document |
|-------------------|--|
| J.1 | Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007 available at www.ocp.dc.gov click on "Solicitation Attachments" |
| J.2 | U.S. Department of Labor Wage Determination -2103, Revision No.: 8, Date of Revision: 05/26/2009 |
| J.3 | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments" |
| J.4 | Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments" |
| J.5 | Way to Work Amendment Act of 2006 - Living Wage Notice |
| J.6 | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet |
| J.7 | Tax Certification Affidavit |
| J.8 | Past Performance Evaluation Form |
| J.9 | Sample Report "Pharmaceutical Marketing Expenditures in the District Of Columbia, 2007" |

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

K.1 AUTHORIZED NEGOTIATORS

The Bidder 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

The Bidder, by checking the applicable box, represents that

K.2.1 It operates as:

A corporation incorporated under the laws of the State of:

- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture

K.2.2 If the Bidder 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

K.3.1 Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts

subject to the order. Failure to complete the certification may result in rejection of the Bidder for a contract subject to the order.

I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Date, Name, Title, Signature.

K.3.2 Bidder has has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder has has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- No person listed in Clause 13 of the Standard Contract Provisions (Attachment J.1) "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 Standard Contract Provisions (Attachment J.1)
-

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.5.1 Each signature of the Bidder is considered to be a certification by the signatory that:

K.5.1.1 The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:

- a. Those prices;
- b. The intention to submit a contract; or
- c. The methods or factors used to calculate the prices in the contract.

K.5.1.2 The prices in this contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or

competitor before contract opening unless otherwise required by law;
and

K.5.1.3 No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

K.5.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

K.5.2.1 Is the person in the Bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to Section K.5.1 above; or

K.5.2.2 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 Section K.5.1 above:

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

K.5.2.3 As an authorized agent, does certify that the principals named in subdivision:

- a. Have not participated, and will not participate, in any action contrary to Section K.5.1 above; and
- b. As an agent, has not participated, and will not participate, in any action contrary to Section K.5.1 above.

K.5.3 If the Bidder deletes or modifies Section K.5.1.2 above, the Bidder shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

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

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends, but is not obligated, to award a signal contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s).

L.1.2 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.2 PREPARATION AND SUBMISSION OF BIDS

L.2.1 Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. (insert solicitation number, title, name of bidder and bid opening date.)"**

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 am local time on January 4, 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) calendar day before the date specified for receipt of bids;
- 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, shall 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 Room
441 4th Street, NW
Suite 800 South
Washington, D. C. 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 4:00pm, December 28, 2009. The District will not consider any questions received after 4:00pm December 28, 2009. 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 Office of Contracting and Procurement, Contracting Officer, 441 4th Street, NW, Room No. 700 South, Washington, DC 20001, 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, 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 Agency Chief Contracting

Officer, 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 for the solicitation.

L.12 SIGNING OF BIDS

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

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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A 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. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

L.14 ACCEPTANCE PERIOD

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

L.15 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the bidder must submit an electronic copy of its bid, 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.16 CERTIFICATES OF INSURANCE

The Contractor shall submit a certificate of insurance giving evidence of the required insurance coverage specified in Section I.8 prior to commencing work. to:

James H. Marshall
Contracting Officer
Office of Contracting and Procurement
441 4th Street NW Suite 700 South
Washington, D.C. 20001

and

Office of Risk Management
441 4th Street, NW, Suite 800 South
Washington, D.C. 20001

L.17 LEGAL STATUS OF BIDDER

Each proposal must provide the following information:

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

L.17.2 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 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 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.19 STANDARDS OF RESPONSIBILITY

L.19.1 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.19.1.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.19.1.2 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.19.1.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them. The Bidder shall provide the criminal background checks for the Bidder's Key Staff.

L.19.1.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.

L.19.1.5 Evidence of a satisfactory performance record, record of integrity, and business ethics.

L.19.1.6 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.19.1.7 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.19.2 The prospective contractor shall submit the following information with the submission of the bid.

L.19.2.1 A list of contracts and subcontracts the bidder has performed work similar in size and scope as requires services described in the Section C.3. The bidder shall include the following information for each contract or subcontract.

- a. Name of contracting activity;
- b. Contract number;
- c. Contact;
 - i. Name
 - ii. Telephone No.
 - iii. E-mail
- d. Description of work.

L.19.2.2 The Bidder shall provide a completed Past Performance Evaluation Form attached in Section J. for a minimum of three (3) contracts in L.19.2 above.

**SECTION M
EVALUATION FACTORS FOR AWARD**

**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 (RFP).

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 RFP.

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 RFP.

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 RFP.

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 RFP.

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 RFP.

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 RFP. 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:

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.