

SOLICITATION, OFFER, AND AWARD			1. Caption: REGIONAL EVACUATION TRAFFIC MONITORING & MANAGEMENT TOOLS		Page of Pages 1 50					
2. Contract Number		3. Solicitation Number DCKA-2007-R-0081	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 3/7/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside				
7. Issued By: Office of Contracting and Procurement District Department of Transportation 2000 14th Street, NW, 6th Floor Washington, DC 20009			8. Address Offer to: Office of Contracting and Procurement Bid Room District Department of Transportation 2000 14th Street, NW, 3rd Floor Washington, DC 20009							
SOLICITATION										
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC</u> until <u>2:00 p.m.</u> local time <u>11-Apr-07</u> (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 Cora S. Boykin		B. Telephone (Area Code) 202 (Number) 671-2274 (Ext) N/A		C. E-mail Address cora.boykin@dc.gov					
11. Table of Contents										
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within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment ☞	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %						
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date				
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone (Area Code) 202 (Number) 331-1966 (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature		18. Offer Date					
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation						
22. Name of Contracting Officer (Type or Print) Jerry M. Carter		23. Signature of Contracting Officer (District of Columbia)			24. Award Date					

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the District Department of Transportation (DDOT), Office of Emergency Preparedness and Risk Management is seeking a contractor to conduct an Evacuation Time Estimate (ETE) for the District of Columbia and its surrounding jurisdictions. The goal is to develop a model that will provide District and Regional Emergency Planners with a stronger understanding of how long it will take to evacuate zone(s) in the District and Region and if additional resources were available, how they could assist in reducing the clearance time. The conclusion of the project will be the first step in understanding the depth of the evacuation problem and how planners can better approach this issue.

B.2. PRICE

B.2.1 The District contemplates award of a firm- fixed price contract. The total cost of this project financed with sub grant funds is **THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00)**.

B.3**PRICE SCHEDULE - FIRM-FIXED PRICE
BASE PERIOD (12 MONTHS)**

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Task I Work Plan Schedule in Microsoft Project for entire Scope of Work Section	\$
0002	Task II Collect and Assemble Data Sets for Assessing Evacuation Time Estimate Section	\$
0003	Task III Development of Emergency Planning Zones	\$
0004	Task IV Hazard Scenario and Impact Analysis Section	\$
0005	Task V Develop Evacuation Time Estimates Section	\$
0006	Task VI Short Term Solutions of Operations or Policy to Correct Identified Problems Section	\$
0007	Task VII Presentation of Findings to DDOT and Regional Working Groups Section	\$
0008	Task VIII Draft Final Report and Maps	\$
0009	Task IX Final Report and Maps	\$
Base Period (12 months)	TOTAL PRICE	\$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The District of Columbia, Office of Contracting and Procurement on behalf of the District Department of Transportation Office of the Director (DDOT/OD) and Office of Emergency Preparedness and Risk Management, intends to enter into a firm-fixed price contract to procure the services of a consultant to conduct a detailed Evacuation Time Estimate Study for the District of Columbia and its surrounding jurisdictions.

C.1.2 The consultant shall fully assess the existing population characteristics, road network, modal capability and first responder capability to develop reasonable algorithms and evacuation zonal structure to come up with a plausible evacuation time. The consultant shall then develop short term recommendations based on input from DDOT staff, model conclusions, and other coordinating agencies to reduce the evacuation time to an acceptable clearance time, if possible.

C.2 APPLICABLE DOCUMENTS

N/A

C.3 DEFINITIONS & ACRONYMS

C.3.1 ACRONYMS

- 1) ACFO – Associate Chief Financial Officer
- 2) COTR – Contracting Officer’s Technical Representative
- 3) DC – District of Columbia
- 4) DDOT – District Department of Transportation
- 5) OD – Office of the Director (DDOT)

C.3.2 DEFINITIONS

Surrounding Jurisdictions – Refers to the jurisdictions that do not exceed the definition of the National Capitol Region. The National Capital Region was created pursuant to the National Capital Planning Act of 1952 (Title 40, U.S.C., Sec. 71). The Act defined the NCR as the District of Columbia; Montgomery and Prince George’s Counties of Maryland; Arlington, Fairfax, Loudon, and Prince William Counties of Virginia; and all cities now or here after existing in Maryland or Virginia within the geographic area bounded by the outer boundaries of the combined area of said counties.

C.4 BACKGROUND

C.4.1 The objective of this project is to develop a baseline of understanding and better manage expectations for the time it would take to evacuate part of or the entire District of Columbia and part of its surrounding jurisdictions. For the past five (5) years, evacuation plans have been developed, resources identified, and issue analysis papers developed. Yet, at no point has there been an analysis to review the time it would take to evacuate and answer the question of “*Is this time acceptable?*”

C.4.2 The Contractor is expected to use sound science, and develop a model using a model that can be considered acceptable to the modeling community. The Contractor shall review different data sets and the level of detail required to ensure the final product can be delivered.

C.5 REQUIREMENTS

C.5.1 The following is the list of tasks and activities to be performed to fulfill the requirements of the contract. Deliverables for each of these tasks are specified in Section F of this RFP.

C.5.2 Task I - Work Plan, and Schedule (CLIN No. 0001)

C.5.2.1 The Contractor shall prepare a Work Plan in Microsoft Project, which establishes a detailed project schedule for the entire scope of work. Contractor shall organize coordination meetings with key DDOT staff to receive feedback on the project work plan and schedule. This Work Plan will be submitted to the DDOT project manager for review prior to work initiating.

C.5.2.2 The work plan and schedule developed by the contractor shall identify at a minimum.

- a) Tasks that can be worked on concurrently, establish benchmarks, and outline a timeframe for the completion of all tasks
- b) Bi-weekly reports of progress made and monthly reports to the DDOT COTR through the life of the project.
- c) The Contractor shall prepare agendas in conjunction with DDOT staff and take minutes as necessary for all meetings and presentations. All presentations, minutes and any meeting summaries will be transmitted to DDOT after each meeting.

C.5.3 Task II - Collect and Assemble Data Sets for Assessing Evacuation Time Estimate (CLIN No. 0002)

C.5.3.1 The Contractor shall develop a data set for the evacuation time estimate. The data set needs to include data for assessing the demographic, emergency responder response, geographic, and emergency planning zones. DDOT will work with the contractor to ensure the Contractor receives any necessary data that is currently available and points of contact for necessary District and regional stakeholders. As part of the data collection the Contractor should be able to determine:

- a) Time factors for evacuating from one zone to its neighboring zone
- b) Time factors for evacuating from one zone to out of the study area
- c) Information for creating an acceptable evacuation planning zone
- d) Time factors for evacuating a building based on demographic information, with or without electricity, and availability of first responder.
- e) Basic first responder actions for supporting an evacuation

C.5.3.2 The Contractor shall develop a gap analysis regarding any data requirements needed for the project. The Contractor shall devise a plan to ensure any and all gaps identified are completed or alternatives are developed based on DDOT approval, to ensure the project is delivered on time.

C.5.4 Task III – Development of Emergency Planning Zones (CLIN No. 0003)

C.5.4.1 The Contractor shall divide the District and surrounding jurisdictions into emergency planning zones (EPZ). This could be done using an existing zonal structure or developing a new structure. The zones should take into account at a minimum geographic and demographic data. These zones may also range in size based on the data collected.

C.5.4.2 The Contractor shall conduct a requirements session with DDOT and necessary stakeholders to ensure the emergency planning zones are acceptable.

C5.5 Task IV - Hazard Scenario and Impact Analysis (CLIN No. 0004)

C.5.5.1 The Contractor shall, use the All-Hazard approach, develop different hazard scenarios that would require a zonal evacuation. The hazardous scenarios should also include time of day, weather conditions, and possible additional special events (i.e. Nationals game, folk-life festival). The scenarios should not only look at hazards that would directly affect a zone (plume cloud) but zones that would be evacuated due to political decision making or based on a shadow evacuation.

C.5.5.2 The Contractor shall, base on the scenarios developed, determine a time estimate for how long each zone has before being effected in some manner by the proposed scenario. The Contractor shall identify at a minimum the time on target, and how much of the population per zone would be effected. This task establishes a baseline for how long each zone has before being impacted by a hazard

C5.5.3 The Hazard Scenarios should include but not be limited to both man-made events and natural hazards. Scenarios shall differ in scope and overall impact and be considered reasonable.

C.5.5.3 The Contractor shall conduct a requirements session with DDOT and necessary stakeholders to ensure the scenarios and impact analysis is acceptable.

C.5.6 Task V – Develop Evacuation Time Estimate (CLIN No. 0005)

C.5.6.1 The Contractor shall develop an evacuation time estimate using the latest modeling techniques and data collected in C.5.3, C.5.4, C.5.5. Evacuation Time Estimates shall be conducted for a zone to its neighboring zone and for that same zone out of the study area. When developing the ETE, the contractor shall take into consideration but not be limited to, notification, population response time, traffic consideration, and first responder capability.

C.5.7 Task VI - Short Term Solutions of Operations or Policy (CLIN No. 0006)

C.5.7.1 The Contractor shall develop short term solutions issues identified in C.5.6.

C.5.7.2 The short-term solutions must address:

- a) Any type of operational, management or policy that could be implemented to correct an identified problem.
- b) A cost estimate of each short-term improvement shall be provided.

C.5.8 Task VII - Presentation of Findings to DDOT and Regional Working (CLIN No. 0007)

C.5.8.1 The Contractor shall present its findings to DDOT and possibly the Emergency Planning Council, if requested.

C.5.8.2 The Contractor shall refine its final deliverable based on the feedback and recommendations from DDOT.

C.5.9 Task VIII Draft Final Report and Maps (CLIN No. 0008)

C.5.9.1 The Contractor shall prepare a draft final report for review by DDOT Staff.

C.5.9.2 The draft final report must address the following:

- a) The entire project covering methodology, data collected, analysis, and the outcomes of all tasks completed as part of this study.
- b) Summary of comments and input provided by DDOT

C.5.10.1 **Task IX - Final Report (CLIN No. 0009)**

C.5.10.1 The Contractor shall submit a final report to the COTR that reflects the edits provided by DDOT Staff.

SECTION D: PACKAGING AND MARKING

Not applicable

SECTION E: INSPECTION AND ACCEPTANCE

- E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number 6, Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.
- E.2 DDOT will review monthly project reports to ensure that the Contractor is meeting acceptable performance measures, which will be outlined in the work plan and schedule.
- E.3 The District will accept the final deliverable after receiving advisement from NCPC, DDOT, and the Railroad Working Group.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of **twelve (12) months** from date of award specified on the Solicitation, Offer and Award (page one) of the contract.

F.2 DELIVERABLES

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date	To Whom
C.5.2	Acceptable work plan and schedule. The schedule will be presented in a GANTT matrix showing the entire timeline of the project.	8 color hard copies and an electronic version	Electronically on disk or by E-Mail	14 days	COTR
C.5.2.2.b	Bi-weekly and Monthly reports of progress made to the DDOT Project Manager through the life of the project	1 electronic file	Email	Every 14 days, every 30 days	COTR
C.5.3	A detailed report explaining the data collected and assembled for this project. This report should also include qualified reasoning for areas where data gaps were identified and scientific assumptions were made.	4 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	210 days	COTR
C.5.4	A map and supporting document illustrating and justifying how the emergency planning zones were created.	8 color copies of the final map and 4 copies of justification report and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	90 days	COTR
C.5.5	A report detailing the scenarios and how those scenarios are expected to impact the study area.	4 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	90 days	COTR
C.5.6	A findings report based on findings from the model output and the contractor's analysis of those outputs. All data used for the model will be electronically delivered as well.	4 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	270 days	COTR

C.5.7	Report with an accompanying matrix that describes proposed short-term solutions; the issues and limitations it would resolve; and a general cost estimate for the improvement, if applicable. Any presentations with agenda and minutes as outlined in the work plan schedule.	4 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	300 days	COTR
C.5.8	Presentation to the Regional Emergency Support Function #1 group, DDOT Working Group, and other groups as identified in the Work Plan	30 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	352 days	COTR
C.5.9	Draft Final report transmitted to NCPC	1 electronic file	Electronically in .pdf & .doc format on disk or by E-Mail	325 days	COTR
C.5.10	30 copies of final report and a digital copy in .pdf format with updates implemented from C.5.9.	30 color hard copies and an electronic version	Electronically in .pdf & .doc format on disk or by E-Mail	352 days	COTR

F.3 The contractor shall submit to the district, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% district resident's new hires requirements and first source employment agreement. If the contractor does not submit the report as part of the deliverables, final payment to the contractor may not be paid.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

- G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate. The contractor shall submit the original to the Agency Chief Financial Officer (ACFO) and the duplicate copy to the Contracting Officer's Technical Representative (COTR) specified in Section G.8. The address of the ACFO is:

Associate Chief Financial Officer
The District Department of Transportation (DDOT)
2000 14th Street, N.W., 6th floor
Washington, D. C. 20009
Telephone: (202) 671-2301

- G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- a) Contractor's name, Federal tax identification 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 or services were delivered 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.2.2.6 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 Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.

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

G.4 PAYMENT

G.4.1 In accordance with the Quick Payment Act, D.C. Official Code §2-221.01 et seq., the District of Columbia Office of the Associate Chief Financial Officer shall make payment within thirty (30) days from the date of receipt of a properly submitted invoice. The Office of the Associate Chief Financial Officer is an independent District government agency with exclusive control over all payments. The District shall only pay the Contractor for performing the services under this contract according to the terms outlined in this contract and the prices set forth in Section B.

The District will pay the Contractor upon successful completion and acceptance of each task in accordance with the agreed upon price schedule.

G.4.2 The Contractor's performance shall be evaluated monthly by the COTR.

G.4.3 INVOICING PROCEDURES

G.4.3.1 The Contractor shall invoice the District based on the acceptance and completion of the percentage of completion of each task for the period of performance of the invoice.

G.4.3.2 The Contractor shall support each invoice with a statement of the work that the Contractor performed for that time period. This statement will assist the COTR to determine the percentage of work completed; thereby facilitating his ability to approve invoices. Additionally, it will assist him in maintaining an historical record of amounts of work needed to meet the performance standards, and will

assist the COTR in responding to internal and external questions on work levels. The Contractor must submit each monthly invoice in a manner and form that DDOT/OD specifies.

G.4.3.3 The District will make final invoice payment upon the COTR's determination that the Contractor has completed all tasks.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 CONTRACTING OFFICER (CO)

G.6.1 The Contract will be entered into and signed on behalf of the District only by the contracting officer. The name, address and telephone number of the Contracting Officer is:

- *Jerry M. Carter, Contracting Officer
District Department of Transportation
2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 671-2270*

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.7.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.7.3 In the event, the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

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

G.8.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

*Name: Joseph G. Kammerman
Title: Homeland Security Coordinator
Agency: District Department of Transportation
Address: 2000 14th Street NW, 5th Floor
Telephone: (202) 671-4040*

G.8.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

- a) 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.
- b) 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

H.2.1 The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 2, Date of Revision 11/07/2006 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. 351 et seq. (Attachment J.1). 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

H.3.1 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

H.4.1 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.8 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.2) in which the Contractor shall agree that:

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

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

- (1) Number of employees needed;
- (2) Number of current employees transferred,
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

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

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

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

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

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

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

- (4) DOES certify that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

H.6 PROTECTION OF PROPERTY:

H.6.1 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)

H.7.1 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.

H.8.1 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 DISTRICT RESPONSIBILITIES

H.9.1 The District shall not unreasonably withhold any documentation, specifications, data, reports, policies, guidelines, regulations, standards, or other information that would assist the Contractor in the performance of its duties under this contract.

H.9.2 The District shall review all documents within the allotted time agreed upon within the work plan and attend all meetings as scheduled.

H.10 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason,

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

I.1 The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”) are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

I.2.1 Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

I.4.1 Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

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

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

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

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

- b) 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;
- c) 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 RESTRICTED RIGHTS LEGEND

- (i) Unless the Contractor marked the data, the restricted rights set forth in Section I.5.6 are of no effect with the following legend:

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

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to

enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

- I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

- I.6.1 The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

- I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every

provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

I.8.2 DC Preparedness and Homeland Defense:

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

I.9.1 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 offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

I.10.1 Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost (Section B),

Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), and the Contract Clauses (Section I).

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Attachment	Title	No. of Pages
J.1	USDOL Service Contract Act (SCA) Wage Determination Revision No. 2 Dated 11/07/2006	9
J.2	First Source Employment Agreement www.ocp.dc.gov	8
J.3	EEO Information Mayor's Order 85-85 www.ocp.dc.gov	6
J.4	Tax Certification Affidavit www.ocp.dc.gov	1
J.5	Cost/Price Disclosure Certification www.ocp.dc.gov	1
J.6	Standard Contract Provisions for use with District of Columbia Supplies and Services Contracts November 2004 www.ocp.dc.gov	26
J.7	Labor Standards Clauses for Service Contracts Exceeding \$2,500.00 Service Contract Act of 1965, As Amended	8
J.8	The Living Wage Act www.ocp.dc.gov	2

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

K.1.1 The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

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

(A) It operates as:

- 1) A corporation incorporated under the laws of the State of: _____
- 2) An individual,
- 3) A partnership,
- 4) A nonprofit organization, or
- 5) A joint venture.

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

- 1) An individual,
- 2) A joint venture, or
- 3) 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 offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

K.4.1 The offeror hereby certifies that each end product, except the end products listed below is a domestic end product (See Clause 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

K.5.1 Each offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(A) Each signature of the offeror is considered to be a certification by the signatory that:

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

(i) Those prices

- (ii) The intention to submit a contract, or
 - (iii) The methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (B) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

K.7 TAX CERTIFICATION

- K.7.1 Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.4.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District:

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

L.1.2 Initial Offers

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

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 A pre-proposal conference will be held at 10:30 A.M. on March 22, 2007 at the 3rd Floor Bid Conference Room, Frank D. Reeves Municipal Center, 2000 14th Street, NW, Washington, DC. Prospective Offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District' s discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department' s final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.3.1 One original and six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8½" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be

submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. (DCKA-2007-R-0081)".

- L.3.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.
- L.3.3 **Technical Proposal (not to exceed 50 pages)**
- L.3.3.1 Technical proposals must provide a detailed description of how the Offeror intend to accomplish the tasks and meet the performance standards set forth in this RFP. The technical proposal must clearly indicate how the Offeror would proceed if awarded the contract.
- L.3.3.2 The technical proposal must be organized as follows:
- L.3.3.2.1 **Executive Summary (not to exceed 5 pages):** Provide an overview of the technical approach. Clearly include any assumptions made in responding to the RFP and any exceptions made in the offer. The executive summary also must identify any uncertainties and briefly explain how the Offeror intend to address those uncertainties.
- L.2.3.2.2 **Work Plan:** Although a complete work plan is required thirty (30) days after award of the contract, Offeror must explain how it intends to accomplish each of the tasks set forth in Section C. The plan must clearly identify:
- L.2.3.2.2.1 The resources, including equipment, materials, and staff, necessary and available to conduct the work;
- L.2.3.2.2.2 Clear methodology for successfully accomplishing each task;
- L.2.3.2.2.3 Contingencies the contractor foresees in successfully accomplishing each task and how those contingencies can be mitigated.
- L.2.3.2.3 **Staffing:**
- L.2.3.2.3.1 The Staffing section of the technical proposal must clearly describe how the Offeror intends to staff all of the tasks set forth in the RFP and how the Offeror intends to manage staff and information to ensure that work is completed to the performance standards set forth in this RFP. If subcontractors are used, the

staffing/management proposal must describe how the Offeror intends to manage and provide oversight of all subcontractor activities.

L.2.3.2.3.2 The Offeror should identify key personnel. At a minimum, offerors must identify:

L.2.3.2.3.2.1 The overall project manager, including a resume;

L.2.3.2.3.2.2 The key personnel responsible for each task area set forth in Section C of this RFP, including names, title, resume and brief summaries of relevant experience; and

L.2.3.2.3.2.4 The name and description of any proposed subcontracting firms, including key personnel, contact information, expertise provided to the project and relevant experience.

L.2.3.2.4 **Experience and Past Performance:**

L.2.3.2.4.1 The Offeror must submit information describing its experience and past performance. The Offeror should include a detailed description of performance on projects of similar size and complexity including an overview of the project, tasks performed and name and contact information of the client.

L.2.3.2.4.2 A brief description of the relevant technical or task-specific experience, including the project budget and period of performance for the project;

L.2.3.2.4.3 A brief description of the relevant program management experience; and

L.2.3.2.4.4 Provide an identification of the client and a point of contact, which may be used as reference.

L.2.3.2.5 **Other Required Documentation: Offerors must submit with their Technical Proposal, a Conflict of Interest statement.** The District will award contracts only to those Offerors whose objectivity is not impaired because of any related task, present, or planned interest, financial or otherwise, in organizations regulated by the District or in organizations whose interest may substantially be affected by District activities. Based on this policy:

L.2.3.2.5.1 Offerors shall describe, in a concise manner, all past, present or planned organization, financial, contractual or other interests with organizations regulated by the District or with organizations whose interest may be substantially affected by District activities and which is related to work under this solicitation. The interest described shall include those of the Offeror, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interests will be limited to within one year of the date of the Offeror's Technical Proposal. Key personnel, for the purpose of this section only, shall include any person owning more than 20% interest in the Offeror, and shall also include the Offeror's corporate officers, its senior managers, and any employee responsible for making

a decision or taking an action on this contract that could have an economic or other impact on the interest of a regulated or affected organization.

L.2.3.2.5.2 Offerors shall describe why in light of any interests identified above, performance of the proposed contract can be accomplished in an impartial and objective manner.

L.2.3.2.5.3 In the absence of any relevant interest identified above, the Offeror shall submit, in its proposal, that to its best knowledge and beliefs, no affiliation exists relevant to possible conflicts of interest. The Offeror must obtain the same information from potential subcontractors prior to award of a subcontract.

L.2.4 Price Proposal

The Offeror shall submit the price proposal consisting of the price schedule contained in Section B. In addition, the Offeror shall include a narrative stating the material assumptions utilized in developing its price proposal. The Offeror shall also provide supporting detail on its price submission for each CLIN which includes a break-down of the Offeror's price by major cost category, including, but not limited to, labor, overhead, travel cost, subcontractor, general and administrative expenses and profit. (Attachment J.5 – Cost/Price Data Requirements).

L.2.5 Oral Presentation:

Offerors will be scheduled to present an oral presentation of its offer. The presentation including a question/answer session at its conclusion shall not exceed one (1) hour. Information obtained during the presentation will be evaluated by the Proposal Evaluation Panel in accordance with SECTION M: EVALUATION FACTORS of the solicitation.

L.2.6 SPECIAL CONDITIONS (SUB GRANT AWARD)

“This Document was prepared under a grant from the Office of State and Local Government Coordination and Preparedness (SLGCP), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of SLGCP or the U.S. Department of Homeland Security.”

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

L.3.1 Proposal Submission

- 1) Proposals must be submitted no later than thirty (30) days from the date of the release of this RFP. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
 - (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
 - (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

L.4.1 If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than seven (7) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than seven (7) days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

L.5.1 Recipients of this RFP not responding with an offer should not return this RFP. Instead, they should advise the Contracting Officer, *District Department of Transportation, 2000 14th Street, NW, 6th Floor, Washington, DC 20009 at (202) 671-2270*; 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, *District Department of Transportation* of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, *District Department of Transportation* that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSAL PROTESTS

L.7.1 Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation, which are apparent at the time set for receipt of initial proposals, shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.8 SIGNING OF OFFERS

L.8.1 The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

L.9.1 Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.10 RETENTION OF PROPOSALS

L.10.1 All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.11 PROPOSAL COSTS

L.11.1 The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

L.12.1 In addition to other proposal submission requirements, “Much of the information provided in the course of grant application or grant management activities may be considered law enforcement sensitive or otherwise important to national security interests. While this information is subject to requests made pursuant to the terms of the Freedom of Information Act, 5 U.S.C. sec 552 (FOIA), all determinations concerning the release of information of this nature will be made on a case-by-case basis by the grantor (DHS), and may well likely fall within one or more of the available exemptions under the Act. Any information created exclusively for the purpose of applying for and monitoring these sub grant funds is considered to be the property of the U.S. government, and shall not otherwise be disclosed or released pursuant to state or local law or Administrator, who will forward the request to DHS.” (Section L.12.1 supersedes all other annotations of a FOIA for this proposal).

L.12.2 The Contractor shall comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title II of the Americans with Disabilities Act (ADA) of 1990; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C,D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

L.13 CERTIFICATES OF INSURANCE

L.13.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Jerry M. Carter, Contracting Officer
District Department of Transportation

2000 14th Street, NW, 6th Floor
Washington, DC 20009
(202) 671-2270
Jerry.Carter@dc.gov

L.14 ACKNOWLEDGMENT OF AMENDMENTS

L.14.1 The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.15 BEST AND FINAL OFFERS

L.15.1 If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offer will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.16 LEGAL STATUS OF OFFEROR

L.16.1 Each proposal must provide the following information:

L.16.2 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.16.3 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.4 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.17 FAMILIARIZATION WITH CONDITIONS

L.17.1 Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 STANDARDS OF RESPONSIBILITY

L.18.1 The Offeror must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the Offeror must submit the documentation listed below, within five (5) days of the request by the District.

L.18.2 Provide evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.3 Provide 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.18.4 Provide evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.18.5 Provide evidence of compliance with the applicable District licensing and tax laws and regulations.

L.18.6 Provide evidence of a satisfactory performance record of integrity and business ethics.

L.18.7 Provide evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.18.8 Provide evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

L.18.9 If the Offeror 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 Offeror to be non-responsible.

L.19 DETERMINATION OF CONTRACTOR CONFLICTS OF INTEREST

- L.19.1 The Contractor shall submit with his technical proposal a detailed description of the scope of work currently being performed and recently performed by the Contractor for DDOT and any of their affiliates.
- L.19.2 The Contracting Officer will review all statements submitted and may require relevant information from the Offeror. All information provided and any other relevant information known to the District will be used to determine whether an award to the Offeror may create a conflict of interest. If such a conflict of interest is found to exist, the CO may 1) disqualify the Offeror, or 2) determine it is otherwise the best interest of the District to contract with the Offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.
- L.19.3 An offeror's refusal to provide disclosure or representation or any additional information required, may result in the disqualification of the Offeror or award. If non-disclosure or misrepresentation is discovered after the award, the CO may terminate the resulting contract. If after award, the Contractor discovers a conflict of interest with respect to the contract awarded as a result of this solicitation, which would not reasonably have been known prior to award, the Contractor shall make an immediate full disclosure in writing to the Contracting Officer. The Disclosure shall include a full description of the conflict, a description of the action or proposes to take to avoid or mitigate such conflict. The Contracting Officer may, however, terminate the contract for convenience if he or she deems that termination is in the best interest of the District.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M.3 EVALUATION STANDARDS

M.3.1 Transportation Evacuation Modeling Experience and Technical Approach

This factor considers the Offeror’s experience with evacuation modeling and will be used to examine the Offeror’s overall technical approach to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror’s proposed modeling technique, its data collection methodology, and its data analysis to ensure it can effectively and efficiently complete this project. It examines the Offeror’s knowledge and application of industry standards and best practices.

The Offer must submit with its proposal of the information required by Section L.3.3.

M.3.2 Project Management Approach

This factor considers the Project Management Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. The factor examines, the Offeror's proposed management plan, to ensure that it can efficiently and effectively manage the solicitation. This factor considers the Offeror's plan for providing staff and management support with the experience and ability to ensure all tasks have been completed to the performance standards set forth in this solicitation.

The Offeror must submit with its proposal all of the information required by Section L.3.3.

M.3.3 Evacuation Planning Experience

This factor considers the Offeror's overall experience in developing evacuation plans. This factor examines the Offeror's experience with working with local and State government, understanding of evacuation policy and requirements, and ability to translate operational processes into emergency response.

The Offeror must submit with its proposal all of the information required by Section L.3.3.

M.3.4 Oral Presentation

This factor considers the Offeror's presentation during the review session for the proposals. The factor examines any handouts or PowerPoint presentations, if applicable, ability to answer technical and project management questions, and overall public speaking and facilitation.

The Offeror must submit with its proposal all of the information required by Section L.3.3.

M.3.5 Past Performance

This factor considers the Offeror's past performance in performing services related to work proposed in this solicitation. Factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the Offeror's performance.

The Offeror must submit with its proposal all of the information required by Section L.3.3. The past performance evaluations obtained by the District from a minimum of three (3) references provided by the Offeror, must be satisfactory or

better, as described in the instructions and rating factors on page 2 of the District's Past Performance Evaluation Form.

M. 4 EVALUATION CRITERIA

M.4.1 The District will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the District, cost or price and technical factors listed below considered.

M.4.2 The technical evaluation factors listed below are in descending order of importance:

M.4.2 TECHNICAL CRITERIA (90 Points)

NUMBER	EVALUATION FACTORS	POINTS
1	Transportation Evacuation Modeling Experience and Technical Approach	30
2	Project Management Approach	30
3	Evacuation Planning Experience	10
4	Oral Presentation	10
5	Past Presentation	10

M.4.2.1 Transportation Evacuation Modeling Experience and Technical Approach

In evaluating the Transportation Evacuation Modeling Experience and Technical Approach, the District shall apply the following sub-factors:

M.4.2.1.1 The technical approach addresses and assures in detail realization of the procurement objectives identified in Section L.2.2 of this RFP

M.4.2.1.2 The experience and knowledge regarding evacuation modeling, and the models available for the required analysis.

M.4.2.1.3 The extent to which the Offeror provides a clear understanding for conducting data collection tasks both for existing data and for data not yet available.

M.4.2.1.4 The extent to which the Offeror provides a clear understanding of technical industry standards.

M.4.2.2 Project Management Approach:

In evaluating the Project Management Approach, the District shall apply the following sub-factors:

- M.4.2.2.1. Overall management approach including:
- M.4.2.2.2 The extent to which the project management approach addresses and assures realization of the procurement objectives identified in Section L.2.2 of this RFP;
- M.4.2.2.3 The extent to which the Offeror provides clear, concise, high probability for success work plan for meeting all performance requirements set forth in this RFP. This includes addressing all tasks set forth in Section C;
- M.4.2.2.4 The extent to which the Offerors provides staff with the experience and background in completing projects with similar requirements and outcomes.

M.4.2.3 Evacuation Planning Experience

In evaluating the Evacuation Planning Experience, the District shall apply the following sub-factors:

- M.4.2.3.1 The extent to which the Offeror demonstrates specific experience, knowledge and understanding of evacuation planning;
- M.4.2.3.2 The extent to which the Offeror demonstrates an understanding of large scale or catastrophic emergency response;
- M.4.2.3.3 The extent to which the Offeror understands the resource requirements for responding to an evacuation.

M.4.2.4 Oral Presentations

In evaluating the Oral Presentation, the District shall apply the following sub-factors:

- M.4.2.4.1 The extent to which the Offeror demonstrates the ability to conduct a clear and concise presentation on their proposed offer;
- M.4.2.4.2 Ensure the presentation and handouts are clear of errors, omissions, and any other type of common clerical mistakes
- M.4.2.4.3 The Offer demonstrates a thoroughness to perform high quality work.

M.4.2.5 Past Performance

The District shall evaluate the Offeror’ s past performance based upon the extent to which the Offeror demonstrates a successful track record in performing similar projects at a scale comparable to the requirements of this RFP. In evaluating the Past Performance, the District shall apply the following sub-factors:

- M.4.2.5 The extent to which the Offeror (and any subcontractors, as applicable) possess experience and past performance with evacuation modeling and planning;
- M.4.2.2 The relevance of past performance management experience examples provided by the Offeror;
- M.4.2.3 The quality of references provided by the identified contact personnel;
- M.4.2.4 The extent to which personnel from the reference projects are proposed on this project; and
- M.4.2.5 Feedback from contact references on the Offeror's performance on the project.

M.4.3 PRICE CRITERIA (10 Points)

- a) The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:
- b)
$$\frac{\text{Lowest price proposal}}{\text{score}} / \frac{\text{Price Proposal being evaluated}}{\text{price of proposal being evaluated}} \times 10 = \text{evaluated price score}$$

M.4 PREFERENCE (Maximum - 12 Points)

- a) SBE certified by the SLBOC will receive three (3) points
- b) ROB certified by the SLBOC will receive three (3) points
- c) LRB certified by the SLBOC will receive ten (10) points
- d) LBE certified by the SLBOC will receive two (2) points
- e) DBE certified by the SLBOC will receive two (2) points

M.5 TOTAL (112 Points)

M.6 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)

M.6.1 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.6.2 General Preferences

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

- M.6.3 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.4 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.5 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.7 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.6.8 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.7 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.7.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

- M.7.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.7.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.7.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.7.5 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 points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.7.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.8 Maximum Preference Awarded

M.8.1 Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.8.2 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.9 Vendor Submission for Preferences

M.9.1 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.9.2 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.9.3 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.9.4 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.9.5 All vendors are encouraged to contact the DSLBD at (202) 727-3900, if additional information is required on certification procedures and requirements.