

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA), is seeking the supplies and services of a Contractor to provide quality, affordable home furnishings to the foster and kinship families of children and youth in the care of CFSA. The company shall offer discounted yet sturdy furniture for youth.

B.2R COST REIMBURSEMENT, INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is a cost reimbursement, IDIQ contract for the supplies and services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.10. The Contractor shall furnish to the District, when and if ordered, the supplies specified in the Schedule.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.3R COST SCHEDULE – COST REIMBURSEMENT/ IDIQ

B.3.1 BASE YEAR Contract award through 365 days

CLIN#	ITEM TYPE	ITEM #	DESCRIPTION	COLOR	Min per item	Max per item	Unit Price	Maximum Amount
1	Bunkbed		Twin/Twin Bunkbed	Any	1	115	\$	\$
2	Bunkbed		Twin Bunkbed mattress	Any	1	150	\$	\$
3	Bunkbed		Twin/Full Bunkbed	Any	1	5	\$	\$
4	Bunkbed		Full Bunkbed Mattress	Any	1	10	\$	\$
5	Twin Bed		Twin Set w/mattress, box spring and frame	Any	1	150	\$	\$
6	Full Bed		Full Set w/mattress, box	Any	1	30	\$	\$

			spring and frame					
7	Queen Bed		Queen set w/mattress, box spring and frame	Any	1	1	\$	\$
8	Toddler Bed		Child bed set with rails and/or frames for children ages 2-5	Any	1	50	\$	\$
9	Crib		Child crib for children ages 0-3	Any	1	5	\$	\$
10	Bed Frame		Frames for bed sizes Twin, Full and Queen	Any	1	1	\$	\$
11	Mattress Only		Toddler Twin Full Queen	Any	1 1 1 1	5 1 1 1	\$ \$ \$ \$	\$ \$ \$ \$
12	Dresser		4 drawer 5 drawer	Any	1 1	1 200	\$ \$	\$ \$
13	Nightstand		Single nightstand for bedroom	Any	1	1	\$	\$
14	Dining Room Set		Table with ... 2 Chairs 4 Chairs 6 Chairs 8 chairs	Any	1 1 1 1	1 5 1 1	\$ \$ \$ \$	\$ \$ \$ \$
15	Lamp		Lamps for living room area	Any	1	5	\$	\$
16	Sofa		Full Size Sofa	Any	1	5	\$	\$
17	Sofa		Loveseat Sofa	Any	1	1	\$	\$
18	End Table		End table for living room	Any	1	1	\$	\$
19	Coffee Table		Coffee Table for living room	Any	1	1	\$	\$
20	Bookshelf		3 shelf 5 row book shelf	Any	1 1	1 1	\$ \$	\$ \$
21	Student Desk		Desk w/chair	Any	1	1	\$	\$
	NTE Total for B.3.1						\$	\$

B.3.2 OPTION YEAR ONE

CLIN#	ITEM TYPE	ITEM #	DESCRIPTION	COLOR	Min per item	Max per item	Unit Price	Maximum Amount
1	Bunkbed		Twin/Twin Bunkbed	Any	1	115	\$	\$
2	Bunkbed		Twin Bunkbed mattress	Any	1	150	\$	\$
3	Bunkbed		Twin/Full Bunkbed	Any	1	5	\$	\$
4	Bunkbed		Full Bunkbed Mattress	Any	1	10	\$	\$
5	Twin Bed		Twin Set w/mattress, box spring and frame	Any	1	150	\$	\$
6	Full Bed		Full Set w/mattress, box spring and frame	Any	1	30	\$	\$
7	Queen Bed		Queen set w/mattress, box spring and frame	Any	1	1	\$	\$
8	Toddler Bed		Child bed set with rails and/or frames for children ages 2-5	Any	1	50	\$	\$
9	Crib		Child crib for children ages 0-3	Any	1	5	\$	\$
10	Bed Frame		Frames for bed sizes Twin, Full and Queen	Any	1	1	\$	\$
11	Mattress Only		Toddler Twin Full Queen	Any	1 1 1 1	5 1 1 1	\$ \$ \$ \$	\$ \$ \$ \$
12	Dresser		4 drawer 5 drawer	Any	1 1	1 200	\$ \$	\$ \$
13	Nightstand		Single nightstand for bedroom	Any	1	1	\$	\$
14	Dining Room Set		Table with ... 2 Chairs 4 Chairs	Any	1 1	1 5	\$ \$	\$ \$

			6 Chairs 8 chairs		1 1	1 1	\$ \$	\$ \$
15	Lamp		Lamps for living room area	Any	1	5	\$	\$
16	Sofa		Full Size Sofa	Any	1	5	\$	\$
17	Sofa		Loveseat Sofa	Any	1	1	\$	\$
18	End Table		End table for living room	Any	1	1	\$	\$
19	Coffee Table		Coffee Table for living room	Any	1	1	\$	\$
20	Bookshelf		3 shelf 5 row book shelf	Any	1 1	1 1	\$ \$	\$ \$
21	Student Desk		Desk w/chair	Any	1	1	\$	\$
	NTE Total for B.3.1						\$	\$

B.3.3 OPTION YEAR TWO

CLIN#	ITEM TYPE	ITEM #	DESCRIPTION	COLOR	Min per item	Max per item	Unit Price	Maximum Amount
1	Bunkbed		Twin/Twin Bunkbed	Any	1	115	\$	\$
2	Bunkbed		Twin Bunkbed mattress	Any	1	150	\$	\$
3	Bunkbed		Twin/Full Bunkbed	Any	1	5	\$	\$
4	Bunkbed		Full Bunkbed Mattress	Any	1	10	\$	\$
5	Twin Bed		Twin Set w/mattress, box spring and frame	Any	1	150	\$	\$
6	Full Bed		Full Set w/mattress, box spring and frame	Any	1	30	\$	\$
7	Queen Bed		Queen set w/mattress, box	Any	1	1	\$	\$

			spring and frame					
8	Toddler Bed		Child bed set with rails and/or frames for children ages 2-5	Any	1	50	\$	\$
9	Crib		Child crib for children ages 0-3	Any	1	5	\$	\$
10	Bed Frame		Frames for bed sizes Twin, Full and Queen	Any	1	1	\$	\$
11	Mattress Only		Toddler Twin Full Queen	Any	1 1 1 1	5 1 1 1	\$ \$ \$ \$	\$ \$ \$ \$
12	Dresser		4 drawer 5 drawer	Any	1 1	1 200	\$ \$	\$ \$
13	Nightstand		Single nightstand for bedroom	Any	1	1	\$	\$
14	Dining Room Set		Table with ... 2 Chairs 4 Chairs 6 Chairs 8 chairs	Any	1 1 1 1	1 5 1 1	\$ \$ \$ \$	\$ \$ \$ \$
15	Lamp		Lamps for living room area	Any	1	5	\$	\$
16	Sofa		Full Size Sofa	Any	1	5	\$	\$
17	Sofa		Loveseat Sofa	Any	1	1	\$	\$
18	End Table		End table for living room	Any	1	1	\$	\$
19	Coffee Table		Coffee Table for living room	Any	1	1	\$	\$
20	Bookshelf		3 shelf 5 row book shelf	Any	1 1	1 1	\$ \$	\$ \$
21	Student Desk		Desk w/chair	Any	1	1	\$	\$
	NTE Total for B.3.1						\$	\$

B.3.4 OPTION YEAR THREE

CLIN#	ITEM TYPE	ITEM #	DESCRIPTION	COLOR	Min per item	Max per item	Unit Price	Maximum Amount
1	Bunkbed		Twin/Twin Bunkbed	Any	1	115	\$	\$
2	Bunkbed		Twin Bunkbed mattress	Any	1	150	\$	\$
3	Bunkbed		Twin/Full Bunkbed	Any	1	5	\$	\$
4	Bunkbed		Full Bunkbed Mattress	Any	1	10	\$	\$
5	Twin Bed		Twin Set w/mattress, box spring and frame	Any	1	150	\$	\$
6	Full Bed		Full Set w/mattress, box spring and frame	Any	1	30	\$	\$
7	Queen Bed		Queen set w/mattress, box spring and frame	Any	1	1	\$	\$
8	Toddler Bed		Child bed set with rails and/or frames for children ages 2-5	Any	1	50	\$	\$
9	Crib		Child crib for children ages 0-3	Any	1	5	\$	\$
10	Bed Frame		Frames for bed sizes Twin, Full and Queen	Any	1	1	\$	\$
11	Mattress Only		Toddler Twin Full Queen	Any	1 1 1 1	5 1 1 1	\$ \$ \$ \$	\$ \$ \$ \$
12	Dresser		4 drawer 5 drawer	Any	1 1	1 200	\$ \$	\$ \$
13	Nightstand		Single nightstand for bedroom	Any	1	1	\$	\$
14	Dining Room Set		Table with ... 2 Chairs 4 Chairs 6 Chairs 8 chairs	Any	1 1 1 1	1 5 1 1	\$ \$ \$ \$	\$ \$ \$ \$
15	Lamp		Lamps for living room area	Any	1	5	\$	\$

16	Sofa		Full Size Sofa	Any	1	5	\$	\$
17	Sofa		Loveseat Sofa	Any	1	1	\$	\$
18	End Table		End table for living room	Any	1	1	\$	\$
19	Coffee Table		Coffee Table for living room	Any	1	1	\$	\$
20	Bookshelf		3 shelf 5 row book shelf	Any	1 1	1 1	\$ \$	\$ \$
21	Student Desk		Desk w/chair	Any	1	1	\$	\$
	NTE Total for B.3.4						\$	\$

B.3.5 OPTION YEAR FOUR

CLIN#	ITEM TYPE	ITEM #	DESCRIPTION	COLOR	Min per item	Max per item	Unit Price	Maximum Amount
1	Bunkbed		Twin/Twin Bunkbed	Any	1	115	\$	\$
2	Bunkbed		Twin Bunkbed mattress	Any	1	150	\$	\$
3	Bunkbed		Twin/Full Bunkbed	Any	1	5	\$	\$
4	Bunkbed		Full Bunkbed Mattress	Any	1	10	\$	\$
5	Twin Bed		Twin Set w/mattress, box spring and frame	Any	1	150	\$	\$
6	Full Bed		Full Set w/mattress, box spring and frame	Any	1	30	\$	\$
7	Queen Bed		Queen set w/mattress, box spring and frame	Any	1	1	\$	\$
8	Toddler Bed		Child bed set with rails and/or frames for children ages 2-5	Any	1	50	\$	\$
9	Crib		Child crib for children ages 0-	Any	1	5	\$	\$

			3					
10	Bed Frame		Frames for bed sizes Twin, Full and Queen	Any	1	1	\$	\$
11	Mattress Only		Toddler Twin Full Queen	Any	1 1 1 1	5 1 1 1	\$ \$ \$ \$	\$ \$ \$ \$
12	Dresser		4 drawer 5 drawer	Any	1 1	1 200	\$ \$	\$ \$
13	Nightstand		Single nightstand for bedroom	Any	1	1	\$	\$
14	Dining Room Set		Table with ... 2 Chairs 4 Chairs 6 Chairs 8 chairs	Any	1 1 1 1	1 5 1 1	\$ \$ \$ \$	\$ \$ \$ \$
15	Lamp		Lamps for living room area	Any	1	5	\$	\$
16	Sofa		Full Size Sofa	Any	1	5	\$	\$
17	Sofa		Loveseat Sofa	Any	1	1	\$	\$
18	End Table		End table for living room	Any	1	1	\$	\$
19	Coffee Table		Coffee Table for living room	Any	1	1	\$	\$
20	Bookshelf		3 shelf 5 row book shelf	Any	1 1	1 1	\$ \$	\$ \$
21	Student Desk		Desk w/chair	Any	1	1	\$	\$
	NTE Total for B.3.5						\$	\$

B.4 A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

~ END OF SECTION B ~

H.10.2 CFSA will notify the Contractor within 24 hours of any errors or issues with an approved voucher.

H.10.3 CFSA will notify the Contractor of any errors within 72 hours of any delivery.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 Contractor shall:

1. Make three (3) delivery attempts to the client before contacting the CFSA designee to cancel or re-deliver the furniture items.
2. Contact CFSA if the client changes the delivery location.
3. Contact CFSA when the client attempts to exchange or alter furniture items approved by CFSA.
4. Contact the client within 48 hours upon receiving an approved voucher from CFSA to schedule delivery, and/or allow the client an opportunity to view approved furniture items.
5. Deliver approved furniture items within 72 hours of the scheduled appointment.
6. Exchange bed frames, dressers and other furniture items (excluding mattresses) within 48 hours, as long as the items have not been damaged.
7. Exchange mattresses that are still enclosed in the plastic wrapping within 7 days.
8. Not return or exchange any mattresses that have been removed from the plastic wrap.
9. Not exchange any furniture items that have been in a client's home for more than 7 days
10. Not accept any returns beyond 7 days.
11. Arrange furniture inspections with clients in cases where the client has indicated the furniture items are defective and/or broken. The contractor will schedule and complete the inspection within 48 hours.

H.11.2 Contractor shall ensure the products provided adhere to regulations issued by the Consumer Product Safety Commission (CPSC): 16 CFR Parts 1213 and 1513, Safety Standards for Entrapment Hazards in Bunk Beds (Eff. June 19, 2000); 16 CFR 1219, Safety Standard for Full-Size Baby Cribs (Eff. June 28, 2011); 16 CFR 1220, Safety Standard for Non-Full-Size Baby Cribs (Eff. June 28, 2011);

H.11.3 For residential upholstered furniture, manufacturers, who are members of the Upholstered Furniture Action Council (UFAC), voluntarily comply with the UFAC smoldering test, which tests upholstery's resistance to ignition from smoldering cigarettes.

H.11.4 Mattresses used in homes, including youth and crib mattresses, must meet two federal flammability standards set by the CPSC. The first, 16 CFR 1633, is a test that measures heat release when mattresses are exposed to an open flame. The second, 16 CFR 1632, tests mattress components to ignition from smoldering cigarettes and it applies to all mattresses.

H.11.5 Contractor shall ensure furniture items are free from rodents, pests, insects, and vermin.

H.12 AUDITS AND RECORDS

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award up to two contracts resulting from this solicitation to the responsive and responsible bidders who have the lowest bids.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit one signed original and 3 copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCRL-2013-B-0100".**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS

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

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00pm local time on August 19, 2013 as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

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

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

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

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

L.6.2 Postmarks

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

L.6.3 Late Submissions

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

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

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

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than 5 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 5 days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, Child and Family Services Agency (CFSA), by email, letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, CFSA, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, CFSA, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do

not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

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

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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

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

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

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

L.16 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street SE, Suite 2031
Washington, D.C. 20003
tara.sigamoni@dc.gov

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

L.18.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.18.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

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

- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.8** If the prospective contractor fails to supply the information requested, the CO 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 CO shall determine the prospective contractor to be nonresponsible.

~ END OF SECTION L ~

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime contractors as follows:

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- L.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

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

~ END OF SECTION M ~