

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Community Preparedness		Page of Pages 1   46	
2. Contract Number	3. Solicitation Number DCTO-2007-R-0055	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"/> Emergency	5. Date Issued	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside - SBE <input checked="" type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 - 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001		

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 PM EDT local time 8-Jun-07 (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.

bid counter located at	A. Name	B. Telephone			C. E-mail Address
	Mrs. Berkeley Henderson	(Area Code) 202	(Number) 727-0084	(Ext)	<a href="mailto:Berkeley.Henderson@dc.gov">Berkeley.Henderson@dc.gov</a>

**11. Table of Contents**

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	24 thru 28
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3 thru 34	X	J	List of Attachments	28 thru 29
x	D	Packaging and Marking	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	13	X	K	Representations, certifications and other statements of offerors	29 thru 32
X	F	Deliveries or Performance	14				
X	G	Contract Administration Data	15 thru 19	X	L	Instructions, conditions & notices to offerors	32 thru 39
X	H	Special Contract Requirements	20 thru 24	X	M	Evaluation factors for award	40 thru 46

**OFFER**

within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

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

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

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

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

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

## **SECTION B – SUPPLIES OR SERVICES AND PRICE**

**B.1.** The Government of the District of Columbia Office of Contracting and Procurement on behalf of the Office of the Chief Technology Officer (OCTO) and the DC Emergency Management Agency (DCEMA) is seeking a Contractor to: Exercise and validate the community cluster plans and emergency preparedness committees through a tabletop exercise program.

**B.2** The District will purchase its requirements of services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of their obligation to fill all such orders.

### **B.3 PRICE SCHEDULE**

The District contemplates award of a firm fixed-price contract from date of award for one (1) year.

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>QUANTITY</b>	<b>FIXED PRICE</b>
0001	Task 1- Work Plan	Per task	
0002	Task 2- Kickoff Meeting Summary	Per task	
0003	Task 3- Exercise Agenda	Per task	
0004	Task 4- Situation Pamphlet	Per task	
0005	Task 5- Exercise Guide	Per task	
0006	Task 6- Conduct all 14 Community Exercises	Per task	
0007	Task 7- Business Preparedness Workshop and Community Exercise Flyers	Per task	
0008	Task 8- Business Workshop Modules in Powerpoint	Per task	
0009	Task 9- Conduct all Business Preparedness Workshops	Per task	
0010	Task 10- After Action Reports	Per task	

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

**C.1.1** The District of Columbia Emergency Management Agency (DCEMA) is in need of a contractor to exercise and validate the community cluster plans and emergency preparedness committees through a tabletop exercise program. This exercise program will be similar to the community exercises conducted in 2004-2005 and 2006-2007 that targeted the 39 neighborhood community clusters. The DCEMA will select the community emergency management plans to be exercised, based on risk and other factors, following the award.

### **C.2 BACKGROUND**

**C.2.1** The District of Columbia Emergency Management Agency (DCEMA) is responsible for administering a comprehensive community-based emergency management program in partnership with residents, businesses, and visitors to the District of Columbia so that together we can save lives, protect properties, and safeguard the environment. The DCEMA Director is the Mayor's point of contact for program management of all aspects of the District's emergency management program. The director also coordinates all emergency management training, exercise, mitigation and planning efforts for the District.

**C.2.2** DCEMA coordinates the city's response to all-hazard approach to emergency management. EMA works closely with other emergency response agencies, including the Metropolitan Police Department, Department of Public Works, D.C. Department of Transportation, Fire and Emergency Medical Services Department, and other District and federal agencies, as well as with utility companies and organizations such as PEPCO, Washington Gas Company, Red Cross Capital Area and the Salvation Army.

**C.2.3** It is vital for the success of the emergency management program to educate the community including businesses, special needs populations and senior citizens. Finally, EMA will continue its efforts to educate the citizens of the District of Columbia by informing communities and businesses to cope with any and all types of emergencies.

**C.2.4** With input from D.C. residents, DCEMA developed workshop and training materials to educate, document, and assess the D.C. communities' preparedness to respond to all types of emergencies. There are Community Emergency Preparedness Plans for all thirty-nine neighborhood clusters throughout the District of Columbia. DCEMA

through preparedness training helps District citizens and businesses reduce their risk from disasters. The agency also provides disaster preparedness training for city employees and other interested persons.

**C.2.5** In order to expand the scope of the community and business emergency preparedness efforts, DCEMA will contract for professional services that will provide technical and managerial support to continue its efforts to educate businesses, community groups and special needs populations on the importance of being prepared for any or all types of emergencies that may occur.

**C.2.6 Applicable Documents**

Title
DCEMA website is: <a href="http://DCEMA.dc.gov">DCEMA.dc.gov</a> , and all relevant emergency plans: <ul style="list-style-type: none"> <li>➤ District Response Plan (DRP)</li> </ul>

**C.2.7 Definitions**

**C.2.7.1 After Action Report:** The report will be prepared to capture the results of each session. The report will categorize for each Emergency Support Function identified in the District Response Plan.

**C.2.7.2 Cluster Emergency Preparedness Committee:** The cluster emergency preparedness committee should bring together leaders from various sectors of the community to coordinate the emergency preparedness efforts within a given neighborhood cluster. Following a major disaster, police, fire, rescue and other support agencies may not be available during the first 72 hours, therefore requiring individuals and communities to sustain themselves until first responders arrive.

**C.2.7.3 Emergency Management:** Emergency management is the process an organization uses to prevent, mitigate, respond, and recover from emergencies. Emergency management consists of planning, preparedness, response, and readiness assurance activities.

- C.2.7.4 Emergency Operations:** Any actions taken in response to address the risks posed by disasters and emergencies that threaten human health, public safety, property, and the environment. This could include, but is not necessarily limited to, supporting activations of the District Response Plan, activations of the EMA Emergency Operation Center, supporting disaster field operations, and other related activities.
- C.2.7.5 Emergency Operating Center (EOC):** A secure location to determine situational status, coordinate actions and make critical decisions during emergency and disaster situations.
- C.2.7.6 Emergency Resource Management:** The management of all personnel and major items of equipment (including crews) that is available, or potentially available, for assignment to incidents.
- C.2.7.7 Emergency Support Functions (ESFs):** A designated category of critical activities, which provides the framework for District agencies to prepare.
- C.2.7.8 Hazard:** Phenomenon of nature or caused by human activity whose occurrence poses danger for persons, property, installations, and the environment.
- C.2.7.9 Metropolitan Washington Council of Governments:** A regional organization of Metropolitan Washington area local governments composed of 17 local governments surrounding our nation's capital, plus area members of the Maryland and Virginia legislatures, the U.S. Senate, and the U.S. House of Representatives, that supports the response and recovery from major disasters and emergency situations.
- C.2.7.10 Natural Disaster:** Occurrence of a natural phenomenon in a limited space and time that disrupts normal patterns of life, causing human, material, and economic loss.
- C.2.7.11 National Capital Region:** The National Capital Region is defined in U.S.C. Title 10 Sec 2674 as the geographic area located within the boundaries of (A) the District of Columbia, (B) Montgomery and Prince Georges Counties in the State of Maryland, (C) Arlington, Fairfax, Loudoun,

and Prince William Counties and the City of Alexandria in the Commonwealth of Virginia, and (D) all cities and other units of government within the geographic areas of such District, Counties, and City.

- C.2.7.12 National Response Plan:** The National Response Plan describes how the Federal government will respond to emergencies and provides a framework from which the state and local communities may model their response plans.
- C.2.7.13 Preparedness:** Plans, training, exercises, and resources developed prior to a disaster/emergency that are used to support and enhance mitigation or, response to, and recovery from disasters and emergencies.
- C.2.7.14 Recovery:** Activities and traditionally associated with providing Federal supplemental disaster relief assistance under a Presidential major disaster declaration. These activities usually begin within days after the event and continue after response activity ceases. Recovery includes individual and public assistance programs that provide temporary housing assistance, as well as grants and loans to eligible individuals and government entities to recover from the effects of a disaster.
- C.2.7.15 Response:** Activities to address the immediate and short-term effects of an emergency or disaster. Response includes immediate actions to save lives, protect property, and meet basic human needs. Based on the requirements of the situation, response assistance will be provided to an affected State under the FRP using a partial activation of selected ESFs or the full activation of all ESFs to meet the needs of the situation.
- C.2.7.16 Risk Assessment:** The combination of vulnerability analysis and risk analysis. The determination and presentation (usually in quantitative form) of the potential hazards, and the likelihood and the extent of harm that may result from these hazards.
- C.2.17 Support Agency:** Those agencies designated to support the primary agency in a specific ESF. When an ESF is activated in response to a disaster, each support agency for the ESF has operational responsibility for: supporting the ESF primary agency when requested by conducting

operations using its authorities, cognizant expertise, capabilities, or resources; supporting the primary agency mission assignments; providing status and resource information to the primary agency; following established financial and property accountability procedures; and supporting planning for short- and long-term disaster operations.

- C.2.1 Surrounding Jurisdictions:** Local and state government entities in the Metropolitan Washington Area who may assist and coordinate with the District during or before a potential or actual emergency.

### **C.3 REQUIREMENTS**

#### **C.3.1 Task 1 - Description**

- C.3.1.1** The Contractor shall work with DCEMA and other partners throughout the District to educate citizens and business on community preparedness: The contractor shall develop exercises and will involve players from local response organizations, faith groups and community leaders to participate in those exercises. The players invited, the disaster scenario, and scope of the issues will be determined through discussions with the DCEMA and key workshop players.
- C.3.1.2** The Contractor shall conduct initial interviews with DCEMA personnel or other individuals who may be participating in the exercises (e.g., Select community leaders, the local fire captain, the local police department, etc.). A list of these personnel will be provided by DCEMA. Based on this research and data collected from the interviews and previous meetings, the contractor shall coordinate with the DCEMA Project Officer and develop materials associated with the workshop.
- C.3.1.3** Activities that the contractor will perform associated with the exercise development include, but are not limited to:
  - C.3.1.3.1** Host a kickoff meeting with DCEMA personnel to clarify objectives and desired outcomes, and scope the scenario for the exercises.

- C.3.1.3.2** Work with DCEMA to establish a core planning group that includes representatives from the DCEMA, DC Fire and Emergency Medical Services (F&EMS), the Metropolitan Police Department (MPD), and other key workshop players as appropriate;
- C.3.1.3.3** Interview individuals, as selected by the planning group, to gather information that will be used to further clarify, confirm and/or refine requirements, parameters, objectives and issues surrounding the event, and to optimize the utility of the scenario;
- C.3.1.3.4** Coordinate with DCEMA and, if necessary and to the extent possible, representatives of other agencies participating in the exercises (Department of Health, Department of Mental Health, etc.) to identify points of contact for gathering key reference documents, graphics, and write-ups that will be used in developing event materials;
- C.3.1.3.5** Assist in identifying requirements for an appropriate site to conduct the exercise. EMA will work with community leaders in determining final site locations;
  - C.3.1.3.5.1** Produce an on-line registration web site.
- C.3.1.3.6** Develop exercise materials, including the Exercise Guide Situation Reports and scenario briefings for each community exercise. Each exercise will include participants numbering from 40 – 80 persons.
- C.3.1.3.7** Develop an After Action Report following the exercise.
- C.3.1.3.8** Work with DCEMA to develop an exercise Agenda.
- C.3.1.3.9** Provide expert consultant to facilitate for each of the up to 14, 3-hour exercises. It is anticipated that some grouping of the 39 community clusters will occur, thereby reducing the total number of exercises.

- C.3.1.3.10** Provide computer/consultant support to run presentations.
- C.3.1.3.11** Provide for each exercise a laptop computer, projector, projector screen and portable microphone system with a minimum of 4 handheld microphones (It is anticipated that many locations have their own sound systems, but in their absence, the contractor must be willing to provide this service).
- C.3.1.3.12** Provide note-taker to capture issues for the After Action Report

**C.3.2 Task 1 Deliverables:**

- C.3.2.1** The contractor shall deliver:
  - C.3.2.1.1** Project Management for this work;
  - C.3.2.1.2** Fourteen (14) community cluster tabletop exercises with community leaders, i.e., business improvement districts, faith based organizations, schools, universities, civic associations, ANCs, Community Emergency Response Trainers (CERT) to ascertain the establishment of the cluster emergency preparedness committee;
  - C.3.2.1.3** Targeted handouts for each meeting (Agenda, Community Cluster Plan Reviews, Power Point Presentation, etc.) that are printed and supplied by the contractor;
  - C.3.2.1.4** Expert facilitator to lead exercise;
  - C.3.2.1.5** Audio visual equipment to support presentation and briefings;
  - C.3.2.1.6** Provide staff for registration and exercise support;
  - C.3.2.1.7** A schedule no less than three weeks prior to the start of the exercise program;
  - C.3.2.1.8** Outreach to the community and business organizations located in each community cluster and an RSVP list which shall be finalized no later than one week prior to the exercise;

- C.3.2.1.9** Coordination and scheduling with District response agencies in order to ensure their participation in the exercise;
- C.3.2.1.10** An agenda and reference material distributed electronically to RSVP'd attendees one week prior to the exercise;
- C.3.2.1.11** Exercises that last 3-4 hours each and support up to 100 persons each exercise. Some or all of these exercises will be held on evenings and weekends.
- C.3.2.1.12** Light snacks, juice and soda for the exercise attendees;
- C.3.2.1.13** After action reports, which adhere to the HSEEP model, for each tabletop exercises;
- C.3.2.1.14** Provide a summary and presentation of each cluster plan at the beginning of each exercise;
- C.3.2.1.15** Evaluate the cluster plans and the establishment of the cluster emergency preparedness committees through a tabletop exercise;
- C.3.2.1.16** During the exercise, the contractor will perform as scribes, noting questions and/or comments from the community;
- C.3.2.1.17** Develop After-Action Reports.

**C.3.3** The contractor shall utilize:

- C.3.1** Informational material provided by DCEMA and/or other DC Agencies (pre-printed guides i.e., family preparedness guide, "It's A Disaster Book", etc.)
- C.3.2** Representatives from DC agencies as subject matter experts, but not as primary deliverers of the exercises.
- C.3.3** Public buildings provided by the DCEMA (contractor will work on DCEMA's behalf to reserve these spaces);
- C.3.4** DCEMA kits and promotional material targeted to each population.

### **C.3.4 Task 2- Business Preparedness**

**C.3.4.1** In order to expand the scope of the community and business emergency preparedness efforts, DCEMA will contract for professional services that will provide technical and managerial support to continue its efforts to educate businesses on the importance of being prepared for any or all types of emergencies that may occur.

**C.3.4.2** The ability of companies and businesses to return to routine after a terrorist attack, tornado, fire, or flood often depends on emergency planning. The District of Columbia Emergency Management is continuing its efforts to educate businesses about the importance of being prepared. In recent years there have been an enormous number of declared major disasters in comparison to earlier years. Preparedness is critical. Though each situation is unique, an organization can be better prepared if it plans carefully, puts emergency procedures in place, and practices for emergencies of all kinds.

**C.3.4.3** The contractor shall be responsible for:

**C.3.4.3.1** Coordinating meetings with Business Improvement Districts (BID)—Capitol Hill Business Improvement, Downtown D.C. Business Improvement District, Georgetown Partnership, Golden Triangle Business Improvement District, etc.—to plan and execute training efforts for Business Emergency Management Planning (BEMP) Program

**C.3.4.3.2** Scheduling and provide training workshops in each of the four (4) BEMP areas.

**C.3.4.3.3** Providing training workshops. Each workshop will consist of one full day of training. The Contractor will be responsible for providing and developing each of the following courses tailored to the District community:

**C.3.4.3.1** Understanding Weapons of Mass Destruction (WMD) 101 (2-hour),

**C.3.4.3.2** Developing a Continuity of Operations (COOP) Plan (2-hour),

- C.3.4.3.3** Creating an Emergency Plan for your business (2-hour),
  - C.3.4.3.4** Personal and Family Preparedness (1-hour), and;
  - C.3.4.3.5** Building a company “go-kit” (1-hour).
- 
- C.3.4.3.4** Within each of the four BEMP areas, locating and/or providing a location which can support 80 persons each for the duration of the training workshops.
  - C.3.4.3.5** Supporting business organizations in building a foundation for business partnerships in emergency management.
  - C.3.4.3.6** Developing training materials for each of the training courses identified above and flyers to announce sessions; a total of 500 training manuals shall be developed and printed by the contractor. A total of 2,000 flyers will be printed and provided to DCEMA for distribution.
  - C.3.4.3.7** Providing registration support both before the event (a name and phone number for persons interested in the event to contact) and during the events themselves on-site.
  - C.3.4.3.8** Scheduling meeting with District response agencies in order to ensure participation in workshops.
  - C.3.4.3.9** Providing a note taker during the training to keep a record of questions or comments from the business community.
  - C.3.4.3.10** Guiding groups in achieving results including building communication strategies, and establishing action steps, timelines, milestones, responsible parties and measures.
  - C.3.4.3.11** Develop an after action report including issues captured from business representatives during the workshop.

### C.3.5 PERFORMANCE MONITORING PLAN FOR COMMUNITY EXERCISES

<b>Performance Requirements</b>	<b>Performance Standards</b>	<b>Surveillance Method &amp; Frequency</b>
Community Meetings Conducted	Quantity	Data Analysis
Attendees	Quantity (<25 per session=poor; 25-75 per session=average; up to 100 per session =excellent)	Sign-in sheets to include name, address, phone number and email address/ phone number
Personal Preparedness	Qualitative/quantitative survey produced by contractor with review and approval by DCEMA	Survey for participants before and after exercise
Professionalism and Quality of Exercise	Quality	Assessment by 2-3 DC employees
Validation of Community Cluster Plans	Qualitative	Assessment by 2-3 DC employees
After Action Reports	Qualitative (adherence to HSEEP, quality of writing, capture of exercise results)	Assessment by 2-3 DC employees
Exercise Players Guide	Up to 100 per session	Assessment by EMA attendees after each exercise
ALERT DC enrollments	Quantity as a percentage of attendees	Requests to enroll from the sign-in sheet
Reference this section in Section E of the solicitation: <b>Acceptance and Inspection</b>		

#### SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

#### SECTION E: INSPECTION AND ACCEPTANCE:

The inspection and acceptance requirements for the resultant contract shall be governed by clause number Six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

## SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

### F.1 Period of Performance -

The period of performance shall be from date of award for one (1) year. The services under this contract will be paid on a firm-fixed price contract basis, consistent with those rates provided in the Contractor's DC Supply Schedule Contract, or proposal rate, whichever is lower.

### F.2 Term of Contract

The term of the contract shall be from date of award for one (1) year.

### F.3 Deliverables

<b>Deliverable</b>	<b>Draft Due Date</b>	<b>Final Due Date</b>
<b>1. Work plan</b>	15 days after award	5 days after comments are received
<b>2. Kickoff Meeting summary</b>	NA	10 days after award
<b>3. Exercise Agenda</b>	5 days after Kickoff meeting	5 days after comments are received
<b>4. Situation Pamphlet</b>	15 days before each exercise (not to be sooner than 30 days after Kickoff meeting)	5 days after comments are received
<b>5. Exercise Guide</b>	15 days before each exercise (not to be sooner than 30 days after Kickoff meeting)	5 days after comments are received
<b>6. Conduct all 14 Community Exercises</b>	Throughout Period of Performance	Throughout Period of Performance
<b>7. Business preparedness workshop and Community Exercise flyers</b>	NA	40 days prior to event
<b>8. Business Workshop Modules in Power point</b>	20 days prior to the first Business Preparedness Workshop	5 days after comments
<b>9. Conduct all Business Preparedness Workshops</b>	Throughout Period of Performance	Throughout Period of Performance
<b>10. After Action Report</b>	10 days after each exercise	5 days after comments are received

## **SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.1** 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.3. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below.

**G.2.1.1** The address of the CFO is:

**Name:** Office of the Controller/Agency CFO  
**Address:** 441 – 4<sup>th</sup> Street, NW, Suite 960 North  
Washington, DC 20001  
**Telephone:** 202-727-6508

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

**G.2.2.1** Contractor's name, Federal Tax ID, DUNS number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.2.2.2** Contract number, block number two (2) and encumbrance number, block number twenty-one (21) of the Solicitation Cover Sheet. Assignment of an invoice number by the contractor is also recommended;

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

**G.2.2.4** Other supporting documentation or information, as required by the contracting officer;

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

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

**G.2.2.8** Authorized signature.

### **G.3 METHOD OF PAYMENT:**

The method of payment shall be based upon a firm fixed rate plus a fixed labor rate set forth in the contractor's pricing schedule. Installments shall be based on the Contractor's milestone schedule proposed each month with ten percent (10%) withholdings. Payment is dependent on the District's approval and acceptance of milestones identified in the project schedule due within ten (10) calendar days of the contract award (see Section F.3 for deliverables).

**G.3.1** For each invoice, the District shall withhold 10% as surety for successful implementation and operation of the system for at least three months after each milestone implementation date. If, for example, the project begins on October 1, 2004, the first milestone payment is made three months after the start of the project. The 10% withholding would be paid at the end of the three-month successful operation period. The last payment will be made after a three-month stabilization and customer acceptance period.

### **G.4 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.4.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

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

**G.4.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

## **G.5 THE QUICK PAYMENT CLAUSE**

### **G.5.1 Interest Penalties to Contractors**

**G.5.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

**G.5.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

### **G.5.2 Payments to Subcontractors**

**G.5.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

**G.5.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest

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

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

**G.5.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.5.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.6 CONTRACTING OFFICER (CO):**

**G.6.1** Contracts may be entered into and signed on behalf of the District Government only by contracting officers. The address and telephone number of the Contracting Officer is:

Mr. William Sharp, Contracting Officer  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW, Suite 930 South  
Washington, DC 20001

**G.6.2** Refer all inquiries regarding this RFP to:

Ms. Berkeley Henderson  
Senior Contracts Specialist  
441 4<sup>th</sup> Street, N.W., Suite 930 S  
Washington, D.C. 20001

Telephone Number: (202) 727 – 0084

[Berkeley.Henderson@dc.gov](mailto:Berkeley.Henderson@dc.gov)

**G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER:**

- G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive, or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.
- G.7.4** 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 will be assigned upon award of this contract.
- G.7.5** 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.7.6** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES.**

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

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

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

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination Number 05-2103 Rev(2) dated: November 7, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

#### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

**H.5.2.1** 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

**H.5.2.2** 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 10<sup>th</sup> each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

**H.5.3.1** Number of employees needed;

**H.5.3.2** Number of current employees transferred;

**H.5.3.3** Number of new job openings created;

**H.5.3.4** Number of job openings listed with DOES;

- H.5.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.5.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - H.5.3.6.1** Name;
  - H.5.3.6.2** Social security number;
  - H.5.3.6.3** Job title;
  - H.5.3.6.4** Hire date;
  - H.5.3.6.5** Residence; and
  - H.5.3.6.6** Referral source for all new hires.

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

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

- H.5.5.1** Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- H.5.5.2** Submit a request to the Contracting Officer for a waiver of compliance with Section H.5.4 and include the following documentation:
  - H.5.5.2.1** Material supporting a good faith effort to comply;
  - H.5.5.2.2** Referrals provided by DOES and other referral sources;
  - H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and,
  - H.5.5.2.4** Any documentation supporting the waiver request pursuant to Section H.5.6.

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

- H.5.6.1** A good faith effort to comply is demonstrated by the Contractor;
- H.5.6.2** 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, Culpepper, Spotsylvania, and King George; the Maryland Counties

of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

**H.5.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or

**H.5.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

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

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

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

## **H.6 PROTECTION OF PROPERTY:**

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

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

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

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

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

## **H.9 CONTRACTOR RESPONSIBILITIES**

**H.9.1** The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

**H.9.2** During performance of work and/or at completion of work, the Contractor shall provide the orderly hand-over of work products and deliverables to the designated District representative.

**H.9.3** Unless otherwise approved, work must be performed on the Contractor's premise. Unless otherwise specified, contractor staff shall work during normal business hours. Normal working hours are from 8:30am to 5:30pm each business day.

**H.9.4** The Contracting Officer's Technical Representative (COTR), unless the representative expressly assigns a designee, is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.

**H.9.5** All invoices shall be submitted for certification to the COTR.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

**I.1.1** 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](http://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**

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

### **I.5 RIGHTS IN DATA**

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

**I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs

may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
  - I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
  - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine

it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

**I.5.7.1** the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

**I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. 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.

## **SECTION J: LIST OF ATTACHMENTS**

**J.01** Standard Contract Provisions

**J.02** Wage Determination Number 05-2103 Rev(2) dated: November 7, 2006,

**J.03** E.E.O. Information and Mayor' s Order 85-85

**J.04** Tax Certification Affidavit

**J.05** First Source Employment Agreement

**J.06** Cost/Price Data Package

**J.07** Previous Experience

**J.08** Past Performance

**J.09** Living Wage Act of 2006

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

**K.1 AUTHORIZED NEGOTIATORS**

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

---

---

**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of:

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

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

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

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ **Excluded End Products**  
\_\_\_\_\_ **Country of Origin**

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

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

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

---

---

## **K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

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

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

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

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

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

#### **K.7 TAX CERTIFICATION**

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.04.

### **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 multiple contract(s) resulting from this solicitation to the responsible Offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

##### **L.1.2 Initial Offers**

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

## **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and three (3) 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 8.5" by 11" bond paper. Telephonic, telegraphic, e-mail, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "**Proposal in Response to Solicitation No. DCTO-2007-R-0055.**"

*(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)*

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

### **L.3.1 Proposal Submission**

Proposals must be submitted no later than **June 8, 2007, 2:00 PM EST.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

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

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **ten (10)** days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

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

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

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

## **L.9 SIGNING OF OFFERS**

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

## **L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

## **L.11 RETENTION OF PROPOSALS**

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

## **L.12 PROPOSAL PRICE**

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

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

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

**L.14** If a Contractor has any additional questions relative to this solicitation, the Contractor shall submit the questions in writing to the Contact Person, identified on page one, no later than **ten (10) calendar days** prior to the closing date and time indicated for this solicitation.

**L.14.1** 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 Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.15 CERTIFICATES OF INSURANCE**

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

William Sharp  
Contracting Officer  
Office of Contracting and Procurement (OCP)  
441 4<sup>th</sup> Street, N.W., Suite 930 S  
Washington, D.C. 20001  
Telephone Number: (202) 727-0252

**L.16 ACKNOWLEDGMENT OF AMENDMENTS**

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

## **L.17 BEST AND FINAL OFFERS**

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

## **L.18 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.18.1** Name, address, telephone number and federal tax identification number of Offeror;

**L.18.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.18.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.19 FAMILIARIZATION WITH CONDITIONS**

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

## **L.20 STANDARDS OF RESPONSIBILITY**

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

**L.20.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.20.2** 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.20.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.20.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.20.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.20.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.20.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.20.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

**L.21** The proposal should include rate for onsite work where District provides space and supporting equipment (telephones, network, access, etc.) Contractor shall also incur costs, not to exceed \$200 per month, for public transportation as required by contractor staff members as needed to respond to trouble calls and attend meetings as needed.

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

**M.1.1** It is vital that the contractor has: 1) a broad knowledge of the emergency management programs, as well as a broad knowledge of the responsibilities of the public safety and health agencies within the District government; 2) experience in developing exercise materials; 3) knowledge of District programs in order to provide adequate information as well as answer any questions pertaining to the District of Columbia Government; and 4) contractor must possess strong communication, community planning and meeting coordination skills.

**M.1.2** 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.1.3** The Emergency Management Agency's evaluation team will evaluate the proposals based on the following selection criteria (listed in order of importance):

### M.2 TECHNICAL RATING

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.3 EVALUATION CRITERIA

<u>Item</u>	<u>Maximum Points</u>	<u>Evaluation Criteria</u>
1	40%	<p><b>Experience and Past Performance :</b></p> <p>Experience leading three or more community emergency exercise projects of similar size and scope;</p> <p>Analyzing, planning, designing business and community outreach initiatives,</p>
2	30%	<b>Price</b>
3	20%	<p><b>Skills and Knowledge</b></p> <p>Experience of the top three personnel on developing community plans, exercises, and preparedness materials.</p>
5	10%	<p><b>Technical Approach</b></p> <p>Technical approach for supporting community preparedness exercises with emphasis on persons with special needs.</p>
6		LSDBE Preference (by points assigned by OLDB) NTE 12%

**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.4 PRICE CRITERIA (30 Points)

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

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times 30 \text{ weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

## **M.5 OPEN MARKET CLAUSES WITH LSDBE SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.5.1** 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.5.2 Required Subcontracting Set-Aside**

Thirty-five percent (35%) of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer’s request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

### **M.5.3 General Preferences**

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

**M.5.3.1** 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.5.3.2** 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.5.3.3** 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.5.3.4** 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.5.3.5** 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.5.3.6** 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.5.4 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.4.1** 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.5.4.2** 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.5.4.3** 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.

- M5.4.4** 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.
- M5.4.5** 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.
- M5.4.6** 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.5.5 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 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.5.6 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.5.7 Vendor Submission for Preferences**

- M.5.7.1** 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.5.7.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.5.7.1.2** Evidence of the vendor's or joint venture's 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.5.7.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:
 

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001
- M.5.7.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### **M.5.8 Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

- M.5.8.1** A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.5.8.2** A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.5.8.3** The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROBs;
- M.5.8.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.5.8.5** A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

- M.5.8.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.5.8.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.5.8.8** List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.5.8.9** A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

**M.5.9 Enforcement and Penalties for Willful Breach of Subcontracting Plan**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.