

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Consulting and Technical Assistance		Page of Pages 1   15	
2. Contract Number	3. Solicitation Number DCGW-2009-R-3539	4. Type of Solicitation Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) Sole Source Human Care Agreement Emergency	5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open Set Aside Open with Sub-Contracting Set Aside		
7. Issued By: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, D.C. 20001			8. Address Offer to: Office of the Deputy Mayor for Education 1350 Pennsylvania Avenue, NW Washington, DC 20004			

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

### SOLICITATION

9. Sealed offers in original and 3 Copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried to the bid counter located at 441 4<sup>th</sup> Street, N.W., Suite 703 South, Washington, DC 20001 unite 2:00 P.M. local time July 17, 2009.

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

10. For Information Contact	A. Name Shafiq Choudhary		B. Telephone			C. E-mail address <a href="mailto:Shafiq.Choudhary@dc.gov">Shafiq.Choudhary@dc.gov</a>
	(Area Code) 202	(Number) 724-5248	(Ext)			

### 11. Table of Contents

#### 16. Table of Contents

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	A	Contract Form			I	Contract Clauses	
	B	Supplies or Services & Cost/Price		<b>PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
	C	Services			J	List of Attachments	
	D	Packing and Marking		<b>PART IV – REPRESENTATIONS AND INSTRUCTIONS</b>			
	E	Inspection and Acceptance			K	Representations, Certifications and Other Statements of Offerors	
	F	Contract Term			L	Instructions, conditions & notices to offerors	
	G	Contract Administration data			M	Evaluation factors for award	
	H	Special Contract Requirements					

### OFFER

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

13. Discount for Prompt Payment <input type="checkbox"/>	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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

### AWARD (TO BE COMPLETED BY GOVERNMENT)

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

SUPPLIES OR SERVICES AND PRICES

The District of Columbia (District) Office of Contracting and Procurement on behalf of the Office of the Deputy Mayor of Education (ODME) is seeking expert advice and consultation to support the Office of the State Superintendent of Education (OSSE) in developing policies and providing technical assistance to local education agencies with regard to the Individuals with Disabilities Education Act (IDEA) federal grant Part B, Sections 611 and 619, and grants management and policies associated with other federal programs covered by the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind Act of 2001.

The District contemplates award of a fixed price, labor hour contract.

**1. SCHEDULE**

<b>Contract Line Item Number (CLIN)</b>	<b>Description of Services</b>	<b>Price Per Hour</b>	<b>Number of Hours</b>	<b>Total Price</b>
<b>0001</b>	Consulting, training, and technical assistance		400	

**DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**2. SCOPE**

The Office of the Deputy Mayor for Education (ODME) (the “District”) engages expert advice and consultation to support the Office of the State Superintendent of Education (OSSE) in developing policies and providing technical assistance to Local Education Agencies (LEA) with regard to the Individuals with Disabilities Education Act (IDEA) federal grant Part B, Sections 611 and 619, and grants management and policies associated with other federal programs covered by the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the No Child Left Behind Act of 2001.

**3. Applicable Documents**

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>
1	Statute	Individuals with Disabilities Education Act, 20 USC § 1400 et seq. <a href="http://www.law.cornell.edu/uscode/20/1400.html">http://www.law.cornell.edu/uscode/20/1400.html</a>
2	Statute	No Child Left Behind Act of 2001, 20 USC § 6301 et seq. <a href="http://www.cast.org/system/galleries/.../ncac/curriculum_access_legal.doc">http://www.cast.org/system/galleries/.../ncac/curriculum_access_legal.doc</a>
3	Regulations	34 CFR Parts 300 and 301 <a href="http://idea.ed.gov/explore/view/p/.root.regs">http://idea.ed.gov/explore/view/p/.root.regs</a> ,

4	Statute	American Recovery and Reinvestment Act of 2009 <a href="http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&amp;docid=f:h1enr.pdf">http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=111_cong_bills&amp;docid=f:h1enr.pdf</a>
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#### 4. BACKGROUND

The ODME was created by the Public Education Reform Amendment Act of 2007 with responsibilities including oversight of the Office of the State Superintendent of Education (OSSE) and “planning, coordination, and supervision of all public education and education-related activities under its jurisdiction.”

As part of these responsibilities, ODME provides support in the high-risk area of federal grants. The Contractor will provide the expertise and additional capacity to develop policies and provide technical assistance to local education agencies.

#### 5. REQUIREMENTS

The Contractor shall work collaboratively with the DME and the OSSE to develop the following materials and provide the following services:

- 5.1 Develop and draft, or review where existing, certain federal financial management, fiscal, and cost objective policies at the state level for IDEA and ESEA including provision of models from similar jurisdictions (see Applicable Documents). These may include policies pertaining to: Indirect Costs, Allocations, Time and Effort, Supplement not Supplant, Early Intervening Services, and Maintenance of Effort. [Majority by August 15, but on-going as needed, 2009.]
- 5.2 Develop and draft, including models from similar jurisdictions, written guidance that the State Educational Agencies (SEA) can provide to Local Educational Agencies (LEA)s regarding use of the IDEA and Title I Part A funds provided through the American Recovery and Reinvestment Act and the associated timelines and other requirements to be eligible for the funding (see Applicable Documents). [on-going]
- 5.3 Develop and draft, including models from similar jurisdictions, the fiscal and financial portion of the SEA monitoring protocol. The protocol must meet federal requirements, meet guidelines specific to IDEA and specific ESEA programs, and be such that the OSSE staff can implement to oversee LEA use of funds (see Applicable Documents). [prior to September 30, 2009]
- 5.4 Provide up to two four-hour training sessions to internal OSSE staff, including Agency Fiscal Officer (AFO) staff, on SEA federal grant responsibilities, LEA fiscal monitoring, and other technical aspects of federal grants management as determined by the OSSE. [prior to September 30, 2009]

**5.5** Provide up to three two-hour technical assistance trainings through a webinar or workshops to LEAs regarding their fiscal and financial management obligations as a result of the federal grants they receive. Trainings will focus specifically on IDEA but may also include other federal programs as determined by the OSSE. [prior to September 30, 2009]

**5.6** Provide technical assistance as needed to OSSE program staff. [up to 30 hours]

**5.7 MONITORING OF SERVICES PROVIDED AND MAINTENANCE OF SUPPORTING DOCUMENTATION**

**5.7.1** The Contractor shall maintain detailed records that demonstrate that the services provided have been performed. Such records shall include, at a minimum, for each service, the names of the persons providing the services, the hours that each individual worked, a description of the service, and the dates that the services were provided monthly.

**DELIVERY OR PERFORMANCE**

**6. TERM OF CONTRACT**

The base period of the contract shall be one (1) year from date of award specified on the cover page of the contract, subject to the availability of funding.

**7. DELIVERABLES**

The Contractor shall submit the following deliverables to the COTR.

Deliverable No.	Description of Deliverable	Format/Method of Delivery	Due Date
1	State-level policies, as stated in Section 5.1	Written Guidance (soft and hard copies)	Majority by July, but ongoing as needed
2	ARRA guidance, as stated in Section 5.2	Written Guidance (soft and hard copies)	Ongoing
3	SEA monitoring protocol, as stated in Section 5.4	Written Guidance & Monitoring Tool Kit (soft and hard copies)	July 1, 2009
4	Training of OSSE staff, as stated in Section 5.2	Power Point Presentation & Handouts (soft and hard copies) Delivered through webinars or in person	Prior to September 30, 2009
5	Training for LEA staff, as stated in Section 5.5	Power Point Presentation & Handouts (soft and hard copies) Delivered through webinars or in person	Prior to September 30, 2009

6	Technical Assistance/Consulting, as stated in Section 5.6	telephone calls, in-person meetings, and e-mail exchange	Up to 20 hours
7	Monthly Report of Services Provided, as stated in Section 5.7.1	1 soft copy 1 hard copy	10th day of each month

## CONTRACT ADMINISTRATION

### 8. INVOICE PAYMENT

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

The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### 9. INVOICE SUBMITTAL

The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in below.

Office of the Chief Financial Officer  
ATTN: Accounts Payable  
441 4<sup>th</sup> Street N.W., Room 890 North  
Washington, DC 20001  
202-727-3605

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

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

- g. Name, title, phone number and mailing address of person (if different from the person identified in above to be notified in the event of a defective invoice); and
- h. Authorized signature

## **11. CONTRACTING OFFICER (CO)**

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

James H. Marshall  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Room No. 700 South  
Washington, DC 20001  
Telephone (202) 724-4197  
Fax (202) 727-0245  
[E-mail Jim.Marshal@dc.gov](mailto:Jim.Marshal@dc.gov)

## **12. Authorized Changes by the Contracting Officer**

- 12.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.
- 12.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.
- 12.3** In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **13. Contracting Officer's Technical Representative (COTR)**

- 13.1** The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - 13.1.1** Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - 13.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - 13.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**13.1.4** Reviewing and approving invoices of deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**13.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

**13.2** The address and telephone number of the Contracting Officer Technical Representative is:

Rebecca Katz  
Policy Analyst  
1350 Pennsylvania Avenue, NW, Suite 303  
202-727-6567  
202-727-7198  
[Rebecca.Katz@dc.gov](mailto:Rebecca.Katz@dc.gov)

**13.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:

- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make
- b. contractual agreements, commitments, or modifications;
- c. Grant deviations from or waive any of the terms and conditions of the contract;
- d. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- e. or authorize the expenditure of funds by the Contractor;
- f. Change the period of performance; or
- g. Authorize the furnishing of District property, except as specified under the contract.

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

#### **14. APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

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

#### **15. CONTRACT AWARD**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to

the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

## **16. Proposal Submission**

Proposals must be submitted no later than 2:00pm, July 17, 2009. 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".

## **17. Hand Delivery or Mailing of Bid Packages**

DELIVER OR MAIL THE BID PACKAGE TO:  
Office of Contracting and Procurement  
Bid Room  
441 4<sup>th</sup> Street, NW  
Suite 703 South  
Washington, D. C. 20001

## **18. PROPOSAL ORGANIZATION AND CONTENT**

- 18.1** The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable.
- 18.2** The Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.
- 18.3** Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall NOT provide information or reference any information contained in Part 2, Price Proposal. Offerors must ensure that all relevant information that would allow the District to evaluate its proposal based on the valuation criteria set forth in Section M are included.

## **19. TECHNICAL PROPOSAL**

The Technical Proposal (Part 1) shall describe in as much detail as necessary, the specific approach proposed shall provide the services described in this RFP, focusing on three areas: 1) Offeror's Technical Approach to providing service, 2) Offeror's Technical Capacity to provide services, and 3) the Offeror's Past Performance in providing the same or similar services. The Offeror's Technical Proposal shall provide the following information:

### **19.1 Tab 1 - Technical Approach**

**The information contained in this section shall facilitate the evaluation of the Offeror's technical approach to effectively provide Consulting, training, and technical assistance. Proposals must include, but need not be limited to, the following:**

1. Federal financial policies and programs;
2. Financial policies and programs existing within the District of Columbia;
3. Federal education laws;
4. Education laws within the District of Columbia; and
5. Past year audit and special conditions pertaining to the District of Columbia.

### **19.2 Tab 2 - Qualifications and Experience of Offeror's Staff**

**The information contained in this section shall facilitate the evaluation of the Qualifications and Experience of Offeror's Staff including the staff, organization, and resources to perform the required services. Proposal must include, but need not be limited to, the following:**

1. Have a minimum of five years of experience with federal entitlement education grants;
2. Possess legal expertise as evidenced by current membership in the bar of any state or the District of Columbia or Commonwealth of Puerto Rico;
3. Have successfully worked with high-risk state education agencies;
4. Have worked with states in which charter schools operate as independent local educational agencies (LEA); and
5. Have ample experience presenting technical information in both written and oral formats.

### **19.3 Tab 2 - Work Plan**

**The information contained in this section shall facilitate the evaluation of the Offeror's work plan including the proposed completion dates and persons responsible for completion of each task Proposal must include, but need not be limited to, the following:**

1. Description of work plan
2. Offeror's Technical Approach
3. Tasks and subtasks needed for the project.
4. Work plan should include proposed completion dates and persons responsible for completion of each task.

## 20. PRICE PROPOSAL

The Pricing Proposal (Part 2) shall contain the completed schedules found in Section 1 of the solicitation. The price proposal may also contain additional narrative or tables to explain the Offeror's assumptions regarding the staffing requirements used in developing its prices.

### EVALUATION FACTORS FOR AWARD

## 21. EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District and represents the best value. Award determination will be 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 informed decision based upon the evaluation criteria.

## 22. TECHNICAL RATING

The Offeror's proposal response for each factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale is provided below:

Numeric Rating	Adjective	Description
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.

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.

## **23. EVALUATION FACTORS**

### **23.1 Technical Approach (30 Points)**

The technical approach will be judged based on the Offeror's comprehensive description of the Offeror's success with the following:

1. Working with state education agencies that are or were in high risk grant status as determined by the U.S. Department of Education;
2. Developing state-level federal grant guidance (proposal should include examples of sample work products);
3. Working with states in which charter schools operate as independent local education agencies (LEAs); and
4. Providing technical guidance to state and local education representatives in both written and oral formats.
5. Assisting state agencies with the implementation of federal grant requirements.

The review will consider the clarity, soundness, feasibility, and efficiency of the provided.

### **23.2 Qualifications and Experience of Offeror's Staff (30 Points)**

Offeror's proposed key personnel must have the necessary qualification and experience to perform the District's requirements as described in Section C of this solicitation. Specifically, points will be awarded based on the following priorities:

1. The Offeror, including all Key Personnel, has experience with federal entitlement education grant programs of similar size and scope within the past three years including initiatives in urban areas. Note: a list and description of work products is required. The Principal must have a minimum of three years of experience in developing guidance and conducting federal grant trainings regarding fiscal assurances and allowability to local or state governments.
2. The Offeror, including all Key Personnel, has experience working with states that have public charter schools that operate as local education agencies and private schools.

3. The Offeror, including all Key Personnel, has experience working with state education agencies that have been designated as high-risk by the U.S. Department of Education.
4. The Offer, including all Key Personnel, has experience with DC's education laws.
5. The Offer, including all Key Personnel, has experience with DC's financial agencies and financial data systems.
6. The Offer, including all Key Personnel, has experience with DC's educational audit findings from the U.S. Department of Education.
7. The Offeror, including all Key Personnel, has sufficient resources to meet the requirements and deadlines of the project (i.e., sufficient technology and support mechanisms, and financial stability and capacity). There is sufficient time commitment by staff to meet the requirements and deadlines of the project. Note: a chart showing the number of days allocated to the project by key staff and their primary responsibilities is required.
8. The Offeror, including all Key Personnel assigned to this task are appropriately skilled to carry out the proposed tasks (as evidenced by their personal experience with providing state agencies with support through written guidance and training presentations.)

### **23.3 Work Plan (10 Points)**

The work plan will supplement the description of the Offeror's Technical Approach by listing the tasks and subtasks needed to complete the project and information needed from the state agency. The work plan should include proposed completion dates and persons responsible for completion of each task.

### **24. Price (30 Points)**

The price evaluation will be objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.

### **25. CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE**

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.

## **25.1 General Preferences**

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

- 25.1.1** 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;
  
- 25.1.2** 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;
  
- 25.1.3** 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;
  
- 25.1.4** 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;
  
- 25.1.5** 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
  
- 25.1.6** 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.

## **25.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- 25.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three 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).
  
- 25.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three

points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.

**25.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

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

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

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

### **25.3 Maximum Preference Awarded**

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

### **25.4 Preferences for Certified Joint Ventures**

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

**25.5 Vendor Submission for Preferences**

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

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

**25.5.1.2** 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.

**25.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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