

<b>REQUEST FOR TASK ORDER PROPOSAL (RFTOP)</b>  (THIS IS NOT AN ORDER)	1. THIS ACQUISITION IS <input type="checkbox"/> SET ASIDE SBE ( _____ SBE Category) <input type="checkbox"/> SET ASIDE DCSS ( _____ Schedule) <input checked="" type="checkbox"/> <b>GSA SCHEDULE ( ___ MOBIS 874 Schedule)</b>	PAGE OF PAGES (incl. Cover)  <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">1</td> <td style="width:50%; border: none;">45</td> </tr> </table>	1	45
1	45			

2. SOLICITATION NO. <b>DCHC-2009-T-0688</b>	3. DATE ISSUED <b>12/11/08</b>	4. REQUISITION NO. <b>RQ470688</b>	5. CONTRACT NUMBER	6. OFFER DUE DATE <b>12/18/08</b>
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7A. ISSUED BY  <b>Office Of Contracting and Procurement 441 4<sup>th</sup> Street, NW., 700 South Washington, DC 20001</b>	7B. SOLICITATION INFORMATION  NAME: PHONE: 202 FAX: 202 E-MAIL
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8A ADMINISTERED BY  Department of Health – PCPA (Epidemiology) 825 North Capitol Street, NE 3 <sup>rd</sup> Floor RM 3137 Washington, DC 20002 Attn: Tracy Garner	8B DELIVER TO:
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9. DELIVER BY (Date)  9(a). <input type="checkbox"/> FOB DESTINATION 9(b). <input type="checkbox"/> OTHER (See Schedule)	10. PAYMENT WILL BE MADE BY  <b>Department of Health Accounts Payable 825 North Capitol Street, NW 5<sup>th</sup> Floor, Suite 5100 Washington, DC 20002 Phone (202) 442-9069</b>
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11. OFFEROR  11(a) DUNS NO. _____ 11(b) FEDERAL TAX ID NO. _____	11(c) Certification (Check Appropriate Boxes)  <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Long Time <input type="checkbox"/> Enterprise Zone  Certification No. _____
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**IMPORTANT:** If you are unable to provide a response, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by offeror. Any representations and/or certifications attached to this Request for Task order Proposal must be completed by the offeror.

12. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Behavioral Risk Factor Surveillance System (BRFSS) Survey, per attached Section B.3 – Price Schedule and Section C.3 – Requirements.				

<b>13. DISCOUNT FOR PROMPT PAYMENT</b>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. NAME AND ADDRESS OF OFFEROR (Street, city, county, State and ZIP Code)	15. SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER	16. DATE OF OFFER
	17. NAME AND TITLE OF SIGNER (Type or print)	18. TELEPHONE NO. (Include area code)



**REQUEST FOR PROPOSALS (RFP)  
FOR SUPPLIES AND SERVICES  
TEMPLATE**

**(Use the Uniform Contract Format *Solicitation/Offer/Award* form for the cover page, Section A.)**

***Note: You must use the RFP Guidelines in conjunction with the RFP Template.***

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The District of Columbia Department of Health (DOH), Center for Policy, Planning and Epidemiology (CPPE), Behavioral Risk Factor Surveillance System (BRFSS) seeks the services of a qualified and experienced contractor in data collection and processing to collect, analyze and interpret data collected by conducting a monthly BRFSS survey to District of Columbia residents 18 years or older using a computer-assisted telephone interviewing (CATI) system. The contractor shall conduct four thousand one hundred and fifty (4150) completed telephone surveys. Twenty percent (20%) of the surveys shall be conducted during weekdays between 1:00 pm and 5:00 pm and eighty (80%) shall be conducted on weekends 10:00 am and 2:00 pm on Saturdays and 1:00-9:00 pm on Sundays. In addition, the Contractor shall conduct an Asthma Follow-up survey for an undetermined amount of District residents 18 years of age or older who responded that either themselves or their child has asthma.

**B.2** The District contemplates award of a fixed price contract with payments based on fixed unit prices.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
<b>0001</b>	BRFSS main core, optional and state – added survey as per C.3.10	<b>Questionnaire</b>	\$ _____	<b>3900</b>	\$ _____
<b>0002</b>	BRFSS Cell Phone survey, optional and state –added survey as per C.3.11	<b>Questionnaire</b>	\$ _____	<b>250</b>	\$ _____
<b>0003</b>	Asthma Follow-up survey as per C.3.14	<b>Job</b>	\$ _____	<b>1</b>	\$ _____
<b>Total</b>					\$ _____

**B.3.2 OPTION YEAR ONE (1)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
<b>0001</b>	BRFSS main core, optional and state – added survey as per C.3.10	<b>Questionnaire</b>	\$ _____	<b>3900</b>	\$ _____
<b>0002</b>	BRFSS Cell Phone survey, optional and state –added questionnaire as per C.3.11	<b>Questionnaire</b>	\$ _____	<b>250</b>	\$ _____
<b>0003</b>	Asthma Follow-up survey as per C.3.14	<b>Job</b>	\$ _____	<b>1</b>	\$ _____
<b>Total</b>					\$ _____

**B.3.3 OPTION YEAR TWO (2)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
<b>0001</b>	BRFSS main core, optional and state – added survey as per C.3.10	<b>Questionnaire</b>	\$ _____	<b>3900</b>	\$ _____
<b>0002</b>	BRFSS Cell Phone survey, optional and state –added questionnaire as per C.3.11	<b>Questionnaire</b>	\$ _____	<b>250</b>	\$ _____
<b>0003</b>	Asthma Follow-up survey as per C.3.14	<b>Job</b>	\$ _____	<b>1</b>	\$ _____
<b>Total</b>					\$ _____

**B.3.4                      OPTION YEAR THREE (3)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
<b>0001</b>	BRFSS main core, optional and state – added survey as per C.3.10	<b>Questionnaire</b>	\$ _____	<b>3900</b>	\$ _____
<b>0002</b>	BRFSS Cell Phone survey, optional and state –added survey as per C.3.11	<b>Questionnaire</b>	\$ _____	<b>250</b>	\$ _____
<b>0003</b>	Asthma Follow-up survey as per C.3.14	<b>Job</b>	\$ _____	<b>1</b>	\$ _____
<b>Total</b>					\$ _____

**B.3.5                      OPTION YEAR FOUR (4)**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Quantity</b>	<b>Total Price</b>
<b>0001</b>	BRFSS main core, optional and state – added survey as per C.3.10	<b>Questionnaire</b>	\$ _____	<b>3900</b>	\$ _____
<b>0002</b>	BRFSS Cell Phone survey, optional and state –added survey as per C.3.11	<b>Questionnaire</b>	\$ _____	<b>250</b>	\$ _____
<b>0003</b>	Asthma Follow-up survey as per C.3.14	<b>Job</b>	\$ _____	<b>1</b>	\$ _____
<b>Total</b>					\$ _____

**B.3.6 GRAND TOTALS (BASE YEAR PLUS OPTIONS)**

<b>CLIN</b>	<b>TOTALS</b>
<b>B.3.1 (BASE YEAR)</b>	<b>\$</b>
<b>B.3.2 (OPTION YEAR ONE (1))</b>	<b>\$</b>
<b>B.3.3 (OPTION YEAR TWO (2))</b>	<b>\$</b>
<b>B.3.4 (OPTION YEAR THREE (3))</b>	<b>\$</b>
<b>B,3,5 (OPTION YEAR FOUR (4))</b>	<b>\$</b>
<b>B.3.6(GRAND TOTAL (BASE YEAR PLUS OPTIONS )</b>	<b>\$</b>

**C.1 SCOPE**

The District of Columbia Department of Health (DOH), Center for Policy, Planning and Epidemiology (CPPE), Behavioral Risk Factor Surveillance System (BRFSS) seeks the services of a qualified and experienced contractor in data collection and processing to collect, analyze and interpret data collected by conducting a monthly BRFSS survey to District of Columbia residents 18 years or older using a computer-assisted telephone interviewing (CATI) system. The contractor shall conduct four thousand one hundred and fifty (4150) completed telephone surveys. Twenty percent (20%) of the surveys shall be conducted during weekdays between 1:00 pm and 5:00 pm and eighty percent (80%) shall be conducted on weekends 10:00 am and 2:00 pm on Saturdays and 1:00-9:00 pm on Sundays. In addition, the Contractor shall also conduct an Asthma Follow-up survey for an undetermined amount of District residents 18 years of age or older who responded that either themselves or their child has asthma.

**C.1.1 Applicable Documents**

<b>Item No.</b>	<b>Title</b>	<b>Date</b>
<b>1.</b>	<b>BRFSS 2009 Draft Questionnaire (Attachment J.12)</b>	<b>11/12/08</b>
<b>2</b>	<b>BRFSS 2009 Cell Phone Draft Questionnaire (Attachment J.12 – Core Questions)</b>	<b>11/12/08</b>
<b>3.</b>	<b>BRFSS Asthma Call-back Survey - Child 2008 Questionnaire CATI Specifications (Attachment J.14)</b>	<b>January, 2008</b>
<b>4.</b>	<b>BRFSS Asthma Call-back Survey - Adult 2008 Questionnaire CATI Specifications (Attachment J.15)</b>	<b>January, 2008</b>
<b>4.</b>	<b>BRFSS Operational and Users Guide, Version 3.0 (Attachment J.16)</b>	<b>12/12/06</b>
<b>5.</b>	<b>Policy Memo 2001.1 in the BRFSS Operational and Users Guide, Version 3.0 (Attachment J.16)</b>	<b>12/12/06</b>

**C.1.2 Definitions**

CATI – Computer Assisted Telephone Instrument.

## **C.2 BACKGROUND**

The District of Columbia Department of Health (DOH), Center for Policy, Planning and Epidemiology (CPPE), Behavioral Risk Factor Surveillance System (DC BRFSS) is the largest on-going, state-based telephone health surveillance system in the world. The objective of the national BRFSS and local DC BRFSS is to collect, analyze and interpret relevant data on risk behaviors and preventive health practices for use in planning, implementing and measuring the progress of risk-reduction programs for developing appropriate policies and legislation for citizens of the United States, as well as the District. The survey enables DOH to monitor and identify emerging health problems, establish health objectives and track their progress toward addressing the Healthy People 2010 Objectives in addition to developing and evaluating public health policies and programs to address identified problems that plague the residents of the District of Columbia. Through a series of monthly telephone surveys with adults aged 18 years or older, states uniformly collect data on behaviors and conditions that place adults at risk for chronic disease, injuries, and preventable infectious diseases that are the leading causes of morbidity and mortality in the District of Columbia and the United States.

## **C.3 REQUIREMENTS**

The Contractor shall perform the following task in order to achieve the objectives of this procurement as specified in C.1 Scope:

- C.3.1 The contractor shall provide all the required labor, materials, supplies, equipment to perform the work set forth to accomplish the task in C.1 Scope (i.e. computers, printer, fax machine, staff, telephone, and CATI system).
- C.3.2 The contractor shall prepare a work breakdown (WBS) and submit a technical proposal, which must contain a management plan for accomplishment of the project. Known task shall be described by a detailed work plan with associated time frames.
- C.3.3 The contractor shall provide a technical proposal that must include a list of names and proposed duties of the personnel assigned to the project. The contractor shall include resumes and which shall contain information on education, background, recent experience, and specific scientific or technical accomplishments of personnel assigned to the project.
- C.3.4 The contractor shall ensure that all direct and indirect staff, including consultants, does not have any prior criminal record of convictions for child abuse or molestations, sexual abuse and rape, or drug possession or distribution.
- C.3.5 The contractor shall ensure that interviewers have prior experience in conducting telephone surveys. The contractor shall facilitate training of interviewers in the administering of the BRFSS questionnaire to include practice surveys. The contractor shall ensure that interviewers are briefed on the new questionnaire and have an opportunity to conduct practice surveys.

- C.3.6 The contractor shall provide a price proposal to specify the amount of hours proposed for each labor category specified. All costs other than the fixed hourly rates set forth in the contract MUST be supported by appropriate back-up documentation.
- C.3.7 The Contracting Officer Technical Representative shall be the liaison person between the contractor and Center for Disease and Control (CDC) point person to get the required list of names and telephone numbers of district residents to call.
- C.3.8 The contractor shall complete every month, at a minimum, three hundred and forty – four (344) surveys of District residents 18 years of age or older; which should total four thousand and one hundred and fifty (4150) completed telephone surveys annually.
- C.3.9 The contractor shall conduct 324 - telephone surveys of district residents, ages 18 years or older, per month using home phones surveys using the BRFSS Questionnaire provided by the COTR. Surveys are conducted on core questions, as well as selected optional modules and approximately 25 State-added questions. Optional modules and state –added questions will be provided by the COTR.
- C.3.10 The contractor shall conduct for a total of 3900 District surveys during the 12-month period with the BRFSS main core, optional and state-added questionnaires
- C.3.11 The contractor shall complete 20 cell phone surveys of residents, age 18 years or older, per month for a total of 250 District surveys during the 12 month period, using the BRFSS Cell Phone Questionnaire.
- C.3.12 The contractor shall implement procedures for assuring and documenting the interviewing process quality and the data management steps. Supervision should be conducted using the Computer Assisted Telephone Instrument (CATI) specific facilities used for monitoring ongoing network activity, for example the supervisors shall monitor interviewers using the CATI systems monitoring function from a remote station within the call center.
- C.3.13 The contractor shall make sure that telephone interviewers do not call business establishments and residents of institutions and group quarters for interview.
- C.3.14 The contractor shall implement the Asthma Follow-up survey to District residents 18 years of age or older who responded that either themselves or their child has asthma. The follow-up survey shall be conducted each month after survey collection has been completed for the previous month.
- C.3.15 The contractor shall provide training sessions for all telephone interviewers with respect to administrative procedures, program goals and policies and practices to be adhered to within this contract.
- C.3.16 The COTR shall notify the contractor within 24hrs in writing of any changes or modification to the needs to be incorporated into the core questions and data analysis for the BRFSS Annual Report.

- C.3.17 The contractor shall edit and correct the resulting data file, including performance of data consistency checks. A standard, reliable data set for each month's interviewing period must be submitted to the COTR via Internet within 30 days of completing the interviewing period to the COTR, which shall include but not limited to the following;
- C.3.17.1 Incomplete surveys
  - C.3.17.2 Completed surveys
  - C.3.17.3 Number of unwilling eligible candidates
  - C.3.17.4 Average length of interview
  - C.3.17.5 Gender
  - C.3.17.6 Race
  - C.3.17.7 Ethnicity
- C.3.18 The contractor shall ensure that the data file must contain information about all telephone numbers called, including complete and incomplete surveys. Data must be provided according to coding instructions (to be supplied) in ASCII format and submitted electronically to COTR
- C.3.19 The COTR shall provide a computer programs for checking errors to assist in data editing. Data must be coded per CDC instructions to be provided by the COTR
- C.3.20 The contractor shall perform data error checking and validating of entries to provide a single data file each month that is acceptable to both CDC and the District of Columbia Government.
- C.3.21 The contractor shall conduct a 5% random sample of completed surveys each month to validate (1) respondent selection (2) selected demographic characteristics, (3) selected behaviors, and (4) interviewer manner.
- C.3.22 The contractor shall develop and maintain procedures to ensure respondent's confidentiality.**
- C.3.23 The contractor shall ensure that in case there is in any problem in reviewing data set, the contractor shall correct these problems to the District' satisfaction at no additional cost.
- C.3.24 The contractor shall be bound by the Wage Determination, No. 1994-2103 Revision 28 dated October 4, 2002 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965 as amended (41 U.S.C. 351) and is hereby incorporated by reference
- C.3.25 All data, reports and analyses which are generated under this contract shall be the property of the District Government, Department of Health, and Center for Policy, Planning and Epidemiology, Behavioral Risk Factor Surveillance System



**SECTION D:      PACKAGING AND MARKING**

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

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1 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 March 2007.

## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the Contract shall be for a period of twelve (12) months from date of award with four (4) one (1) year option periods.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in Section B.3.

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

**F.3 DELIVERABLES**

The Contractor shall provide the COTR or designee the Contract deliverables in accordance with the following schedule:

<b>CLIN</b>	<b>Deliverables</b>	<b>Format and Method of Delivery</b>	<b>Due Date</b>
C.3.17.	Contractor submit monthly report to COTR to include the following <ul style="list-style-type: none"> <li>• Incomplete surveys</li> <li>• Completed surveys</li> <li>• Number of unwilling eligible candidates</li> <li>• Average length of interview</li> <li>• Gender</li> <li>• Race</li> <li>• Ethnicity</li> </ul>	E-mail to COTR	1 <sup>st</sup> week of each month from contract award date
C.3.20	Contractor shall submit edited data to CDC	E-mail to COTR	1 <sup>st</sup> week of each month from contract award date

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

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

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section B 4 Schedule of this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

**Name:** Office of the Controller/Agency CFO  
**Address:** 825 North Capitol Street NE – Suite 5100  
Washington DC 20002  
**Telephone:** (202) 442-9069

- 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 and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered 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;
- G.2.2.7** 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 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

### **G.4 PAYMENTS ON PARTIAL DELIVERIES OF SERVICES**

Unless otherwise specified in this contract, payment will be made on partial deliveries of services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

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

### **G.6 THE QUICK PAYMENT CLAUSE**

#### **G.6.1 Interest Penalties to Contractors**

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

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

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

## **G.6.2 Payments to Subcontractors**

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

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

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

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

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

## **G.7 CONTRACTING OFFICER (CO)**

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

Jim Marshall  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
202-724-3959 (Phone)  
202-727-8842 (Fax)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Tracy Garner  
BRFSS Program Coordinator and COTR  
(Please fill in address)  
202-442-5857  
[tracy.garner@dc.gov](mailto:tracy.garner@dc.gov)

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

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

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

**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 2005-2103, revision #5, dated 05/08/08, 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.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or sub contractors, 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:

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

**H.5.3** The Contractor shall submit to DOES, no later than the 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:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

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

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

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

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

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

The Contracting Officer Technical Representative shall be the liaison person between the contractor and Center for Disease and Control (CDC) point person to get the required list of names and telephone numbers of district residents to call.

## **H.10 CONTRACTOR RESPONSIBILITIES**

The contractor shall provide services as listed in Section B 3, Schedule and as provided under Section C of this RFP.

## **H.11 WAY TO WORK AMENDMENT ACT OF 2006**

**H.11.1** Except as described in H.11.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.11.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.11.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.11.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.11.5** The Contractor shall provide a copy of the Fact Sheet attached as J.8 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall

include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.11.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.11.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.11.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.11.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **SECTION I: CONTRACT CLAUSES**

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

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated 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**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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) 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.DCHC-2009-T-0688 with \_\_\_\_\_ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including

costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

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

- (a) Commercial General Liability Insurance: \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance: \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Umbrella/Excess Liability Insurance, \$5,000,000 per occurrence.

## **I.8 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.2. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

## **I.9 ORDER OF PRECEDENCE**

**Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), and the Special Contract Requirements (Section H), and the Contract Clauses (Section I), and the SCP.**

## **I.10 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

**SECTION J: LIST OF ATTACHMENTS**

- J.1** District of Columbia Standard Contract Provisions, Rev. March 2007
- J.2** Wage Determination No.2005-2103, Revision no. 5, dated 5/8/08
- J.3** E.E.O. Information and Mayor's Order 85-85
- J.4** Tax Certification Affidavit
- J.5** First Source Employment Agreement
- J.6** Drug free Workplace
- J.7** Cost/Price Certification and Data
- J.8** Fact Sheet – Living Wage Act
- J.9** Living Wage Act Notice
- J.10** HIPPA Requirements
- J.11** Past Performance Form

**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).

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**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 subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

**K.4 BUY AMERICAN CERTIFICATION**

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.



## **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 one contract 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 six (6) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCHC-2009-T-0688, Behavioral Risk Factor Surveillance System (BRFSS) Survey"

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 to meet the requirements in Section C.3. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals.

#### **L.2.1 TECHNICAL PROPOSAL**

##### **L.2.1.1 Executive Summary**

The Offeror shall identify this portion of the proposal as "Technical Proposal". This section shall contain an introduction outlining the Offeror's overall technical approach to fulfill the requirements of the contract. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate it in accordance with Section M, Evaluation Factors.

**L.2.1.2 Section 1 – Technical Approach and Expertise:** The Offeror shall demonstrate experience, knowledge, proficiency and expertise in how to conduct a behavioral risk factor surveillance

system. The Offeror shall submit a technical proposal which includes a detailed work plan, describing all known task under the scope described in Section C.3 and outlining the Offeror's technical approach to the work described in Section C.3. The work plan shall include all associated time frames. The proposal must also include data concerning labor hours and categories, material, etc. An official authorized to bind your organization must sign the proposal. An original and two (2) copies of your proposal must be submitted. The Offeror shall include in his proposal submission, a list of names and proposed duties of the professional personnel assigned to the project. The resumes shall be included and shall contain information on education, background, recent experience, and specific scientific or technical accomplishments. The proposed staff hours for each individual shall be allocated against each task for the project. Specifically, the Offeror shall demonstrate the following:

- a. Demonstrated CATI System expertise and qualified personnel to program questionnaire and operate system
- b. Demonstrated qualifications and management and supervisory personnel to conduct large telephone surveys, experience level of telephone interviewing staff and plan for training interviewing staff plan for training interviewing staff and plan for training staff on BRFSS
- c. Demonstrate data processing capacity to assure timely data cleaning and submission
- d. Plan for monitory qualify of interviewing and data integrity

**L.2.1.3**      **Section 3 – Past Performance:** Offeror shall demonstrate experience, knowledge, proficiency and expertise in similar contracts in terms of cost control, quality of work, and compliance with performance schedules. Offeror may include, but not be limited to, documentation such as published articles, reports, books, bios, references, award notices, citations, acknowledgements and/or other articles that demonstrate their proficiency, expertise and experience in the subject matter. Offeror shall submit three (3) relevant references from current or prior customers. References from other jurisdictions are preferable. Provide name, address, email, fax and telephone number of the references. Describe the services that are or have been provided, the period of time that services have been provided to the customer and the dollar amount.

**L.2.1.4**      **Section 4 – Attachments:** The Offeror shall complete and provide in this section, the following documents and pertinent information:

- A. Solicitation, Offer and Award form;
- B. Attachments referenced in Sections H, J, K and M of this solicitation;
- C. Representations and certifications and other statements of the Offeror in Section K shall be completed and signed; and
- D. Other pertinent information

## **L.2.2 PRICE PROPOSAL**

**L.2.1** The Offeror shall identify this portion of the proposal as the “Price Proposal”, and bind it separately from the remainder of the proposal. The price proposal will be evaluated separately from the Technical Proposal. Price data shall not be presented in the technical portion of the proposal.

**L.2.2** The Offeror shall submit the price information in the manner and format stated in Section B, Description of Services or Supplies and Prices, and shall conform to the requirements of that Section. Offerors shall submit pricing for all Contract Line Item Numbers (CLINs). Proposals that fail to provide pricing for each CLIN may be considered unacceptable.

**L.2.3** Offerors shall provide cost/price data in accordance with Attachment J.7.

## **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 *the time and date specified in Section A.9*.

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 *five (5)* days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than *five (5)* days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

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

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Human Care Services Group VI, 441 4<sup>th</sup> Street, N.W., Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Human Care Services Group VI 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, Human Care Services Group VI 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 COSTS**

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 CERTIFICATES OF INSURANCE**

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

Name of Contracting Officer  
Address of Contracting Officer  
Phone Number/E-mail Address

**L.15 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.16 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.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.17.2** 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.17.3** 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.18 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.19 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.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.
- A. The Offeror shall also submit an original and two (2) copies of their price proposal. The price proposal shall specify the amount of hours proposed for each labor category specified. All costs other than the fixed hourly rates set forth in the contract **MUST** be supported by appropriate back-up documentation.
  - B. The Offeror shall also ensure that the Representations and Certifications listed below are included in each proposal.

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

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

### **M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
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.

**M. 3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

**M.3.1 TECHNICAL CRITERIA (0 - 70 Points)**

- M.3.1.1 Technical Approach/Expertise (0-70 points)**
  - M.3.1.1.1** Demonstrated CATI System expertise and qualified personnel to program questionnaire and operate system ..... (20 points)
  - M.3.1.1.2** Demonstrated qualifications and management and supervisory personnel to conduct large telephone surveys, experience level of telephone interviewing staff and plan for training interviewing staff plan for training interviewing staff and plan for training staff on BRFSS .....(20 Points)
  - M.3.1.1.3** Demonstrate data processing capacity to assure timely data cleaning and submission ..... (15 Points)
  - M.3.1.1.4** Plan for monitory qualify of interviewing and data integrity ..... (15 Points)

**M.3.1.2 Past Performance (0-20 points)**

**M.3.2 PRICE CRITERIA (10 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:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.3.3 PREFERENCE (12 Points)**

**M.3.4 TOTAL (112 Points)**

**M.4 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.4.1 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 General Preferences**

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

**M.5.1 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.5.2 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 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.5.4 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.5.5 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.5.6 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.6 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

M.6.1 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.6.2 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.6.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in

response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

- M.6.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.6.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.6.6 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.7 **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.8 **Preferences for Certified Joint Ventures**

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

M.9 **Vendor Submission for Preferences**

- M.9.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:
- M.9.2 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or
- M.9.3 Evidence of the vendor's or joint 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.9.4 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

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

**M.10 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.10.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

**M.10.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.