

SOLICITATION, OFFER, AND AWARD	1. Caption: DHS FAMILY ASSISTANCE CENTER PLAN	Page of Pages	
		1	of 42

2. Contract Number	3. Solicitation Number DOC243770	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 3/9/2016	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category
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7. Issued By Office of Contracting and Procurement 441 - 4 th Street, N.W., Suite 700 South Washington, D.C. 20001	8. Address Offer to: Office of Contracting and Procurement 441 - 4 th Street, N.W., Suite 700 South Washington, D.C. 20001
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NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will via electronic format via the on-line solicitation software |
4:00 p.m. local time March 22, 2016
(Hour) (Date)

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

10. For Information Contact	A. Name Willandria Blount	(Area Code) 202	B. Telephone (Number) 671-4491	(Ext)	C. E-mail Address willandria.blount@dc.gov
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11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23 - 28
X	B	Supplies or Services and Price/Cost	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3 - 9	X	J	List of Attachments	29
X	D	Packaging and Marking	10	PART IV – REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	11	X	K	Representations, certification and other statements of offerors	30
X	F	Deliveries or Performance	12 -13				
X	G	Contract Administration Data	14 - 17	X	L	Instructions, conditions & notices to offerors	31 - 36
X	H	Special Contract Requirements	18 - 22	X	M	Evaluation factors for award	37 - 42

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

2. Name of contracting Officer (Type or Print)	23. Signature of Contracting Officer (district of Columbia)	24. Award Date
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SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia (The District), Office of Contracting and Procurement (OCP) on behalf of the Department of Human Services (DHS), Office of Emergency Management (OEM) is seeking a Contractor to provide services to initiate, coordinate, and develop a complete full-scale Family Assistance Center (FAC) Plan for the District of Columbia. The contractor shall insure the goals of the FAC are addressed and obtainable within the plan.

B.2 The District contemplates award of a Firm Fixed Price contract as a result of this solicitation.

B.3. PRICE SCHEDULE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Total Price
0001	Family Assistance Center (FAC) Plan	
TOTAL PRICE:		

SECTION C: SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK FOR: DHS FAMILY ASSISTANCE CENTER PLAN

C.1 SCOPE

C.1.1 The Office of Contracting and Procurement, on behalf of the Office of Emergency Management (OEM) within the DC Department of Human Services (DHS) seeks a contractor to provide services to initiate, coordinate, and develop a complete full-scale Family Assistance Center (FAC) Plan for the District of Columbia. The contractor shall insure the goals of the FAC are addressed and obtainable within the plan.

C.1.2 The Contractor shall act as an agent of OEM and will facilitate and coordinate OEM's participation of DHS activities in preparing the District's FAC plan. The Contractor shall coordinate, schedule, facilitate, and represent OEM at the District's FAC planning meetings as directed and authorized by the Chief of OEM; ascertain District, Non-government, regional and federal partners, their responsibilities and capabilities to support a FAC; Determine required resources to include but not limited to facility space and configurations, staffing, equipment, supplies, networks, food, water, and transportation; develop jurisdiction specific activation procedures. Verify availability and document procedures for use of web-based information systems such as Safe-well and HC Standard patient tracking within the FAC plan. Verify availability of and document procedures for Call Centers and integrate into the FAC plan; Identify potential FAC locations in the District with access for the disabled and others with access and functional needs; Coordinate with the HSEMA ADA coordinator to ensure compliance; Document specific responsibilities and services to be provided by each respective agency and organization. Prepare Memorandum of Understanding (MOU) agreements as applicable between organizations. Identify staff (and alternates) to fill FAC positions; determine and document sources for rapid procurement or access to equipment cache; Develop pre-script public messaging.

The Contractor shall work directly with the Contract Administrator (CA) and the Office of Emergency Management to ensure the agency meets the timelines and standards imposed by HSEMA and federal regulations in developing the District's FAC plan.

The Contractor shall collect and review the agency Providers' emergency preparedness plans to ensure compliance and adequacy with the District, and federal emergency management policies and procedures; specific emphasis shall be on emergency assistance and family reunification services.

The Contractor shall report directly to the Contract Administrator (CA), and the Office of Emergency Management at DHS, 64 New York Avenue NE, 6th Floor, Washington, DC 20002

C.2 APPLICABLE DOCUMENTS

Documents	Date	Link
District Response Plan	September 2015	http://hsema.dc.gov/sites/default/files/dc/sites/hsema/page_content/attachments/District%20Response%20Plan%202015.pdf
Emergency Support Function #6 – Mass Care, Emergency Assistance, Housing, and Human Services		https://emilms.fema.gov/is806/index.htm
District Preparedness Framework	September 2014	http://hsema.dc.gov/sites/default/files/dc/sites/hsema/page_content/attachments/District%20Preparedness%20Framework_Pub-2.pdf

C.3 DEFINITIONS

- C.3.1 **The District:** The District is a National Capital Region (NCR) Homeland Security Partner working towards a safe and secure National Capital Region. The mission of the NCR partnership is to build and sustain an integrated effort to prepare for, prevent, protect against, respond to, and recover from “all-hazards” threats or events.
- C.3.2 **Emergency Assistance:** Assistance required by individuals, families, and their communities to ensure that immediate needs beyond the scope of the traditional “mass care” services provided at the local level are addressed. These services include: support to evacuations (including registration and tracking of evacuees); reunification of families; provision of aid and services to special needs populations; evacuation, sheltering, and other emergency services for household pets and services animals; support to specialized shelters; support to medical shelters; non-traditional shelter management; coordination of donated goods and services; and coordination of voluntary agency assistance.
- C.3.3 **Emergency Support Function (ESF):** Emergency Support Functions (ESFs) is the grouping of governmental and certain private sector capabilities into an organizational structure to provide support, resources, program implementation, and services that are most likely needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal following domestic incidents.
- C.3.4 **Family:** In the context of the FAC, Family is defined as any individual (family, friend, partner, distant relative) that considers them to be a part of the victim’s family, even if there is not a legal familial relationship. This includes individuals whom other family members characterize as family. This is distinguished from the legal next of kin, who are the legally authorized individual(s) with whom the Office of the Chief Medical Examiner coordinates and who is authorized to make decisions regarding decedents.

- C.3.5 **Family Assistance Center (FAC)**: A FAC is a coordination hub for information collection, sharing, and human and victim service resource during a mass casualty event. The FAC serves as the primary exchange of information point between officials staffing the center, the operations center, and family of loved ones who have been impacted by the event.
- C.3.6 **Family Reception Center**: The Family Reception Center or (Reception Center) is an interim place where friends and family can gather to learn information and provide basic information on their unaccounted for loved ones. It is meant to serve as a bridge between the incident and the opening of a FAC.
- C.3.7 **Human Services**: Includes the implementation of disaster assistance programs to help disaster victims recover their non-housing losses, including programs to replace destroyed personal property, and help to obtain disaster loans, food stamps, crisis counseling, disaster unemployment, disaster legal services, support and services for populations of disabled persons and those with access and functional needs.
- C.3.8 **Mass Care**: Includes sheltering, feeding operations, emergency first aid, bulk distribution of emergency life-sustaining commodities, and collecting and family reunification assistance.
- C.3.9 **Memorandum of Understanding (MOU)**: A **memorandum of understanding** is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships. MOUs are not legally binding but they carry a degree of seriousness and mutual respect, stronger than a gentlemen's agreement.

C.4 BACKGROUND

- C.4.1 This project is in support of ESF #6. ESF #6 services and programs are implemented to assist individuals and households impacted by potential or actual disaster incidents. ESF #6 is organized into four primary functions: Mass Care, Emergency Assistance, Interim Housing, and Human Services.

In a mass casualty event, the District of Columbia, as part of its overall response operations, shall establish a Family Assistance Center (FAC) at a pre-designated location, if possible. This is a multi-agency operation is coordinated by the DC Department of Human Services and supported by numerous other District agencies, Non-government partners, federal agencies, and a cadre of trained volunteers that will be called upon to support the center. The goal of the center is to collect from family and friends of victims to reunite them, whether living or deceased, provide crisis intervention and professional mental health services, and other applicable social services needed as a result of the tragedy. Examples of mass casualty events include hurricanes, terrorism, and large scale accidents.

- C.4.2 In coordination with HSEMA and the on-site commander, a Family Assistance Center (FAC) will need to be established as quickly as possible after a mass casualty event occurs, in order to provide a range of services to those seeking assistance regarding the status of their loved ones. The DC Office of the Chief Medical Examiner, Department of Human Services, Department of Behavioral Health, Office of Victim Services, and Department of Health will all have roles and responsibilities in the services provided at the centers. Community-based organizations with expertise in trauma, grief, and victim

advocacy will provide supporting roles at the FAC provided that they have been certified in disaster response by the District’s FAC team. The nature of the mass casualty event and type of hazards faced will determine when and where the FAC is established within the District.

C.4.3 The FAC project will address and fill the gap to enable the District to respond to and recover from natural and man-made disasters such as earthquakes, tornadoes, and acts of terrorism within the District of Columbia, including but not limited to biological, nuclear, conventional and chemical bombs, as well as active shooter attacks. The project will create the strategic capability for the District to provide victims services, aid family reunification, behavioral and spiritual support and case management services.

C.4.4 The goal of the FAC center is to collect information from family, friends, and official sources about the missing and deceased to reunite them, whether living or deceased, and to provide crisis intervention, advocacy, and professional mental health services for those impacted by the mass casualty incident.

C.5 REQUIREMENTS

C.5.2.1 The contractor shall propose and develop a project management plan for implementation of the requirements to the Contract Administrator.

C.5.2.2 The contractor shall provide a fully complete written FAC plan. The plan shall address meeting the goals, objectives, and technical requirements that meets the outlined milestones below:

001	Milestone #1: Framework of what plan will include	Within 30 days after award	CA
002	Milestone #2: Description and responsibilities of each organization within the FAC.	Within 45 days after award	CA
003	Milestone #3: Total number of staff required to support the FAC and Total number of staff within each org to support the FAC.	Within 180 days after award	CA
004	Milestone #4: Detailed responsibilities of each FAC agency Detailed procedures for each staff position in the FAC broken down by each FAC organization and associated duty position.	Within 180 days after award	CA
005	Milestone #5: Detailed Communication Process to include: • Activation authority and trigger • Reception process for loved ones • Call center (211, 311, 911) procedures to include what information can be collected and what information can be shared over the phone • Central data repository • How to access data • Who can access data • What information will FAC staff collect from loved ones and other sources and how will it be documented. • How will information be shared with FAC and non-FAC staff. How will information be shared with loved ones at FAC.	Within 240 days after award	CA
006	Milestone #6: Professional Graphic artist layout of FAC showing location of each org and each duty position.	Within 120 days after award	CA
007	Milestone #7: Flowchart illustration of FAC client process starting with walking into the FAC through all service positions to leaving the FAC.	Within 240 days after award	CA
008	Milestone #8: Detailed list of resources required to activate and support FAC. (i.e., laptops, internet connectivity, phones (landlines or cells), tables, chairs, private rooms and size, partitions, snacks, water, two-way radios, bathrooms, tissues, recreational equipment.	Within 6 months after award	CA

009	Milestone #9: Secondary detailed list of resources required to activate and support FAC broken down by each FAC organization and associated duty position Responsibility of who will bring each resource and maintain it FAC	Within 8 months after award	CA
010	Milestone #10: Meet as needed and directed with all potential FAC entities and support groups to determine capabilities, requirements, and procedures	TBD	CA

- C.5.2.3** The contractor shall support the OEM at emergency management-related meetings, planning activities, workshops and exercises.
- C.5.2.4** The contractor shall attend OEM related meetings that will cover project management-related meetings, planning activities, workshops or exercises that assist with the preparation and delivery of written reports within 3 business days of attendance.
- C.5.2.5** The contractor shall coordinate regularly and as directed by the contract administrator with approximately eighteen (18) partnering organizations to acquire organization roles, responsibilities, capabilities, plans, procedures, protocols, staffing requirements, position descriptions, job assignments, resource requirements, and forms.
- C.5.2.6** The contractor shall prepare and submit regular FAC plan grant reports as required by HSEMA as well as any other FAC plan project management reports whom the OEM is obligated to report.
- C.5.2.7** The contractor shall assist with the development of instructional materials (pamphlet/brochure, checklist, presentations, manuals, etc.) regarding FAC plan for OEM staff and external stakeholders.
- C.5.2.8** The contractor shall assist with the collection and review OEM, and partner agencies’ FAC plans to ensure compliance and uniformity with the District and OEM emergency preparedness policies and procedures.
- C.5.2.8.1** The contractor shall propose alteration/changes of FAC plan as deemed necessary based on compiled information such as; regulatory changes, technological changes or knowledge gained from HSEMA, external partners and stakeholders, meetings, planning activities and/or exercises.
- C.5.2.9** The contractor shall assist the OEM project manager and SMEs with providing direction and guidance to partner agencies and stakeholders for developing, updating or changing the organizations’ FAC plan to align with the Districtwide All-Hazards Mass Fatality Plan; emphasis shall be placed on the coordination and command and control between District government agencies during a mass causality event or widespread disaster.
- C.5.2.10** The contractor shall coordinate and assist with the scheduling/creating of presentations to stakeholder groups to provide information on FAC planning and associated initiatives.
- C.5.2.11** The contractor shall maintain copies of all materials, reports, and information received/generated at meetings, trainings, and exercises in an DHS assessable shared drive provided by OEM.
- C.5.2.12** The contractor shall fully understand and be up-to-date with all federal and local regulations/requirements affecting grant management and reporting in order to ensure OEM adheres to regulations/requirements.

- C.5.2.13** The contractor shall fully understand and be up-to-date with all federal, regional, and local regulations, standards, or recommendations affecting emergency management and FAC planning.
- C.5.2.13.1** The contractor shall ensure OEM and District's FAC plans adhere to the all of the regulations, requirements, standards, and recommendations.
- C.5.2.14** The contractor shall schedule regular meetings and provide progress reports with stakeholder groups to share information gleaned from HSEMA or other emergency management-related meetings, planning activities or exercises that the OEM has access to.
- C.5.2.15** The contractor shall assist with maintaining and updating the FAC plan in coordination with the Districtwide Mass Fatality Plan as needed.
- C.5.2.16** The contractor shall assist the OEM with cross-walking and unifying stakeholders' plans for enhanced operational effectiveness and the creation of the District FAC Plan.
- C.5.2.17** The contractor shall assist with the development and coordination of all OEM-led emergency management exercises, including discussion and operations based. All trainings are required to be Homeland Security Exercise and Evaluation Program (HSEEP) compliant.
- C.5.2.18** The contractor shall directly report and coordinate all activities, daily receive assignments and task, issue reports to and receive directives from the OEM Chief for Emergency Response or their designee.
- C.5.2.19** The contractor shall coordinate and participate in conference calls and in-person meetings as needed.
- C.5.2.20** The contractor shall submit monthly progress and status reports to OEM project manager and Contract Administrator (CA) in accordance with Section F.2 Deliverables.
- C.5.3** **PAST EXPERIENCE REQUIREMENTS**
- C.5.3.1** The contractor shall have a minimum of five (5) years of experience in emergency management planning, disaster preparedness, and/or incident management services.
- C.5.3.2** The contractor shall provide evidence of at least three (3) successfully completed similar projects for the District or Federal Government, including past performance evaluations.
- C.5.3.3** The Contractor shall provide resumes for its Project Manager Consultant (Lead Consultant for the Project) and all other persons who will be vital to the services to be provided services under this contract. The Contractor also shall include the job title and responsibilities for each staff person under the contract in addition to the Project Manager Consultant.
- C.5.3.4** At a minimum the Lead Consultant shall be experienced in technical writing, effective leadership, project management, oral and written communication, building relationships with diverse communities.

C.5.3.5 The DC DHS Chief of OEM will interview and approve or disapprove any potential project manager/lead consultant. In an event of disapproval, the contractor shall provide an alternate within 2 business days.

C.5.4 REPORTING REQUIREMENTS

C.5.4.1 All as needed reports shall be submitted within three (3) working days after the date of request, unless otherwise specified by the CA.

C.5.4.2 The project manager/lead consultant shall provide a weekly status report to the CA and Chief of OEM by the close of business every Friday. If the District is closed on a Friday, the report will be due the next open business day.

C.5.4.3 The Contractor shall prominently mark reports that contain information about individuals that are protected by privacy laws as “CONFIDENTIAL”. The Contractor shall submit these reports in a fashion that ensures that unauthorized individuals do not have access to the information. The Contractor shall not make such reports available to the public, unless requested by OEM or required by Federal or District law.

C.5.5 ADMINISTRATIVE REQUIREMENTS

C.5.5.1 The Contractor shall use the following formats for documents that are exchanged electronically (Note: OEM reserves the right to require updated formats when upgrades become available):

- a) Word Documents must be in Word 2010 Format;
- b) Excel Spreadsheets must be in Excel 2010 Format;
- c) The Contractor shall have the capability to communicate with the OEM via email over the Internet.

C.5.6 Work Location

C.5.6.1 The Contractor shall provide services from their office location. The Contractor will visit 64 New York Ave., NE on a weekly basis. However, the overwhelming majority of the work will be conducted remotely.

SECTION D: PACKING AND MARKING

This section is not applicable to this contract.

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this 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 July 2010. (Attachment J.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 DELIVERABLES

The Contractor shall perform the tasks required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the followings presented in the tables below.

CLIN	Deliverable	Quantity	Format and Method of Delivery	Due Date	To Whom
0001	Project Plan for Implementation of Contract Requirements	1	Hard Copy & Electronic	7 days after award	CA
0002	Meeting Minutes/Report	1	Hard Copy & Electronic	Within 3 days after each meeting	CA
0003	Applicable Documents (C.2) reviewed	1	Hard Copy & Electronic if applicable	Within 5 days of start of contract	CA
0004	Provide copy of handout documents received from meetings attended with HSEMA, Providers, Workshops, and Community meetings	1	Hard Copy & Electronic if applicable	Within 5 days of receipt	CA
0005	Monthly Status Report of Meetings, Workshops, Provider Visits and Training attended	1	Electronic Spreadsheet submitted monthly along with the monthly report via email	No later than the 5 th of each month	CA
0006	Monthly Status Report of project planning progress.	1	Electronic Spreadsheet submitted monthly along with the monthly report via email	No later than the 5 th of each month	CA
0007	Weekly Status Report Actions Completed/Outstanding and Planned for Next Week	1	Reports submitted via email in ways that protect confidentiality	Monday COB following the week	CA
0008	A fully complete written Family Assistance Center Plan or District (C.5.2.2)	1	Hard copy & Electronic	Within 1 year of contract award	CA

F.2.1 DELIVERABLE DISAPPROVAL

F.2.1.1 The CA shall provide written notice of disapproval of a Deliverable to the Contractor within ten (10) days of submission if it is disapproved.

F.2.1.2 The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

F.2.1.4 RESUBMISSION WITH CORRECTIONS

Within ten (10) days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the Deliverable.

F.2.1.4.1 Within thirty (30) business days following resubmission of any disapproved Deliverable, the CA shall give written notice to the Contractor of the approval, conditional approval or disapproval.

F.2.1.4.2 In the event that the CA fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the CA in writing that it intends to delay subsequent work until the CA responds in writing to the resubmission.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

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

The Office of the Chief Financial Officer
64 New York Avenue, NE
Washington, DC 20002
(202) 442-7820
Attention: Accounts Payable

and

Angela Charles
Department of Human Services
64 New York Avenue, NE 6th floor
Washington, DC 20002
(202) 671-4344
Angela.charles@dc.gov

- 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 (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 PAYMENT

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

"Payment will be made on completion and acceptance of each item in accordance with the agreed upon delivery schedule."

G.4 ASSIGNMENT OF CONTRACT PAYMENTS

- G.4.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.4.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5 THE QUICK PAYMENT CLAUSE

G.5.1 Interest Penalties to Contractors

- G.5.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
 - a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.5.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.5.2 Payments to Subcontractors

G.5.2.1 Not Applicable.

G.6 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Bernard M. Grayson, Jr,
Contracting Officer
Office of Contracting and Procurement
64 New York Avenue, NE, 6th Floor
Washington, DC 20002
202-671-4493
Bernard.Grayson2@dc.gov

G.7 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.7.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

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

G.7.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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.8 CONTRACT ADMINISTRATOR (CA)

G.8.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.8.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.8.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.8.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.8.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.8.2 The address and telephone number of the CA is:

Angela Charles, Emergency Management Specialist
Department of Human Services, Office of Emergency Management
64 New York Avenue, NE, 6th Floor
Washington, DC 20002
202-671-4344
Angela.charles@dc.gov

G.8.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.8.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; 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 Department of Employment Services ("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 No. 2005-2103, Rev. 16. dated July 8, 2015, 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. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA 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 CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the release ability 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 – Not Applicable

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.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 DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

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

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

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

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO finds that:

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

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

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 CO 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 this contract any decision of the CO 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 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in H.8.8 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.8.2** 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.
- H.8.3** 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 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.8.6** 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.8.7** 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.8.8** 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.8.9 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.

H.9 **DISTRICT RESPONSIBILITIES:**

H.9.1 OEM will provide the contractor with the latest plans and associated written material required to assist with drafting updated or new plans.

H.9.2 OEM shall provide the contractor with a computer (laptop) and IT access, exclusively for official use under this scope of work. These items will be returned to the DHS OEM upon termination of the contract or as required by the DHS OEM.

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 July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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. _____ 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 CO 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 CO. 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

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Willandria Blount
Contract Specialist
Office of Contracting and Procurement (OCP)
64 New York Avenue, 6th Floor
Washington, DC 20002
(T) 202-671-4491
(F) 202-671-4409
willandria.blount@dc.gov

- H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 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.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.11 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination 2005-2103 Revision 16, dated 7/08/2015
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Tax Certificate Affidavit available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 – Living Wage Notice
J.6	Way to Work Amendment Act of 2006 – Living Wage Fact Sheet
J.7	Business License available at www.ocp.dc.gov click on “Solicitation Attachments”
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	Past Performance Evaluations

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on “Solicitation Attachments”

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

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR §1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the contracting officer may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of section 1632.1.

L.2 PROPOSAL ORGANIZATION AND CONTENT

- L.2.1** This solicitation will be conducted electronically using the District’s Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. **Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.**
- L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**
- L.2.4** The offeror shall label each attachment, i.e., “Technical Proposal”, “Price Proposal.”
- L.2.5** 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 and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.
- L.2.6** The offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) 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 §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

L.4.1.1 Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachment uploaded into the District's E-Sourcing system before the closing time. **(PLEASE NOTE: DO NOT USE MICROSOFT INTERNET EXPLORER VERSION 11 TO UPLOAD THE ATTACHMENTS. INTERNET EXPLORER VERSION 7, 8, AND 9 ARE ACCEPTABLE).**

L.4.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 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.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should submit questions no later than **12:00 Noon on Tuesday, March 15, 2016** prior to the closing date and time indicated for this solicitation. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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 – Not Applicable

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 ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent 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, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

L.9 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 visual and other presentation aids are neither necessary nor desired.

L.10 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.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

Willandria Blount
Department of Human Services/Department of Contracting and Procurement
64 New York Avenue NE, 6th Floor
Washington, DC 20002
E-mail: willandria.blount@dc.gov

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.14 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 provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO 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 CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.15.2 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, 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.15.3 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.16 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.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;

- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

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 DHS, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first

subfactor and “Poor” for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

The evaluation factors are as follows:

Technical Approach	0-25 Points
Technical Experience	0-25 Points
Past Experience	0-30 Points
Price	0-20 Points

M.3.1 TECHNICAL PROPOSAL CRITERIA (80 Points Maximum)

M.3.1.1 Technical Approach (25 Points Maximum)

This section of your Proposal should describe the contactor’s understanding of the requirement of section C of this RFP.

M.3.1.2 Technical Experience (25 Points Maximum)

This factor will be evaluated on the offeror’s demonstration of their capacity to ensure adherence to schedules and high quality performance. The contractor shall demonstrate having successful leadership, technical writing, expertise and hands-on experience in emergency planning, emergency response, disaster preparedness, incident management and stakeholder networking initiatives. Skilled in technical writing, project management Family Assistance Center support, crisis communication and building relationships with diverse communities. Strong skills in emergency management planning and problem-solving and works effectively with diverse groups and individuals. Resumes are provided with proposals that clearly define the roles, responsibilities, and reporting relationships of staff.

M.3.1.3 Past Experience (30 Points Maximum)

This factor shall be evaluated on the Offeror’s demonstrating that the Contactor has at least five (5) years’ experience as described requirements in section C.5.3. The contractor shall have demonstrated successful experience in managing and implementing projects of the size and complexity of the proposed effect.

The Offeror shall provide documented evidence of consultant’s capacity to perform similar work, including references, contact names, and phone numbers.

M.3.2 Price Criteria (20 Points Maximum)

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:

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

CRITERIA	POSSIBLE POINTS
Technical Approach	25
Technical Experience	25
Past Experience	30
Price	20
Evaluated Points	100

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

Preference Points (0-12 Points)

Local Business	4 points
Disadvantaged Business Enterprise	3 points
Resident Business Ownership	3 points
Business located in an Enterprise Zone	2 Points

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

Any contract resulting from this Request for Proposal will be awarded to the evaluated responsible offeror whose offer is most advantageous to the Department of Human Services (DHS), price and other factors, specified elsewhere in this Request for Proposal, considered. Thus, the above mentioned criteria shall not be determinative of award, but shall be merely used as a guide for intelligent decision-making by the evaluation committee in awarding any subsequent contract. The Department of Human Services (DHS) reserves the right to reject any and all quotations determined to be inadequate and unacceptable. The Department of Human Services (DHS) may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms from a price and technical standpoint.

The evaluation factors set for above and delineated below will be used to evaluate each response to this Request for Proposal. A maximum of one hundred (100) points is possible in the grading of this evaluation process.

M.4 EVALUATION OF OPTION YEARS

Not applicable.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 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.6.2 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.