

SOLICITATION, OFFER, AND AWARD Government of the District of Columbia				1. Caption		Page of Pages				
				DDS Emergency Management Consultant		1	62			
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued		6. Type of Market		
		DCJM-2015-R-0016		X		January 14, 2015		X		
				Sealed Bid (IFB)				Open		
				Sealed Proposals (RFP)				Set Aside		
				Other				Open with Sub-Contracting Set Aside		
7. Issued By:					8. Address Offer to:					
Department on Disability Services Office of Contracts and Procurement 1125 15 th Street NW, 4 th Floor Washington, DC 20005-2720					Same as Block 7					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"										
SOLICITATION										
9. Sealed offers in <u>original and five (5) copies</u> for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>1125 15th Street NW, 2nd Floor</u> until <u>2:00 p.m.</u> local time on <u>February 4, 2015</u>										
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.										
10. For Information Contact		A. Name			B. Telephone Number			C. E-mail Address		
		Maureen Hill			202 730-1522 Fax 202-730-1514			Maureen.Hill@dc.gov		
11. Table of Contents										
(X)	Section	Description	Page	(X)	Section	Description	Page			
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES						
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	38			
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS						
X	C	Specifications/Work Statement	6	X	J	List of Attachments	49			
X	D	Packaging and Marking	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS						
X	E	Inspection and Acceptance	12							
X	F	Deliveries or Performance	13							
X	G	Contract Administration Data	16							
X	H	Special Contract Requirements	23	X	K	Representations, Certifications and other Statements of Offerors	50			
				X	L	Instructions, Conditions & Notices to Offerors	51			
				X	M	Evaluation Factors for Award	59			
OFFER										
12. The undersigned agrees, if this offer is accepted within <u>30</u> calendar days from the date for receipt of offers specified above to furnish any and all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date				
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract						
15B. Telephone			<input type="checkbox"/> 15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date		
(Area Code)	(Number)	(Ext)								
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19 Accepted as to Items numbered			20. Amount			21 Accounting and Appropriation Data				
22. Name of Contracting Officer (Type or Print)					23. Signature of Contracting Officer (District of Columbia)			24. Award Date		

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (District), Department on Disability Services (DDS) seeks a contractor to provide the services of an Emergency Management Consultant to manage, direct, facilitate and coordinate all aspects of DDS' participation in the emergency preparedness activities with the District's Homeland Security and Emergency Management Agency (HSEMA) in developing the District of Columbia's new emergency preparedness plan.

B.1.1 The District shall award a requirements type contract with payment based on the unit price/hourly rate with a cost reimbursement component for travel expenses, as specified in Section B.3, Price Schedule.

B.1.2 The fixed hourly rate for the base year and four option years shall be fully loaded and include wages, overhead, general and administrative expenses and profit.

B.2 REQUIREMENTS CONTRACT

The District will purchase its requirements of services detailed herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimates shall not be construed as a representation that the estimated quantities will be required or ordered, or that conditions affecting the requirements will be stable. Nor shall the estimated quantities be construed to limit the quantities the District may order from the contractor or relieve the Contractor of its obligation to fill all orders initiated by the District.

B.2.1 Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.11. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.

B.2.2 There is no limit on the number of orders that may be issued. The District may issue orders for performance at multiple locations.

B.2.3 Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

B.3 PRICE SCHEDULE – REQUIREMENTS

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (hourly rate)	Estimated Quantity (hours)	Total Estimated Price
0001	Emergency Management Consultant as described in Section C.4.		1840	
0002	Contract Deliverables as set forth in Section F.4.	Not Separately Priced		
0003	Cost Reimbursement Ceiling for Local travel in and around Washington, DC metropolitan area as needed to perform duties of this contract. Contractor shall comply with current DDS Travel Policy available under “Policies” at www.dds.dc.gov , using the most economical means of transportation.	Not to Exceed Cost \$ _____		

Estimated Total Base Year Price \$ _____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (hourly rate)	Estimated Quantity (hours)	Total Estimated Price
1001	Emergency Management Consultant as described in Section C.4.		1840	
1002	Contract Deliverables as set forth in Section F.4.	Not Separately Priced		
1003	Cost Reimbursement Ceiling for Local travel in and around Washington, DC metropolitan area as needed to perform duties of this contract. Contractor shall comply with current DDS Travel Policy available under “Policies” at www.dds.dc.gov , using the most economical means of transportation.	Not to Exceed Cost \$ _____		

Estimated Total Option Year One Price \$ _____

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (hourly rate)	Estimated Quantity (hours)	Total Estimated Price
2001	Emergency Management Consultant as described in Section C.4.		1840	
2002	Contract Deliverables as set forth in Section F.4.	Not Separately Priced		
2003	Cost Reimbursement Ceiling for Local travel in and around Washington, DC metropolitan area as needed to perform duties of this contract. Contractor shall comply with current DDS Travel Policy available under “Policies” at www.dds.dc.gov , using the most economical means of transportation.	Not to Exceed Cost \$ _____		

Estimated Total Option Year Two Price \$ _____

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (hourly rate)	Estimated Quantity (hours)	Total Estimated Price
3001	Emergency Management Consultant as described in Section C.4.		1840	
3002	Contract Deliverables as set forth in Section F.4.	Not Separately Priced		
3003	Cost Reimbursement Ceiling for Local travel in and around Washington, DC metropolitan area as needed to perform duties of this contract. Contractor shall comply with current DDS Travel Policy available under “Policies” at www.dds.dc.gov , using the most economical means of transportation.	Not to Exceed Cost \$ _____		

Estimated Total Option Year Three Price \$ _____

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (hourly rate)	Estimated Quantity (hours)	Total Estimated Price
4001	Emergency Management Consultant as described in Section C.4.		1840	
4002	Contract Deliverables as set forth in Section F.4.	Not Separately Priced		
4003	Cost Reimbursement Ceiling for Local travel in and around Washington, DC metropolitan area as needed to perform duties of this contract. Contractor shall comply with current DDS Travel Policy available under “Policies” at www.dds.dc.gov , using the most economical means of transportation.	Not to Exceed Cost \$ _____		

Estimated Total Option Year Four Price \$ _____

Estimated Grand Total for Base and Four One Year Options: _____

B.3.6 The attached Department of Labor Service Contract Act Wage Determination No. 2005-2103, Revision No. 14, July 2014 is incorporated.

B.3.7 An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.22.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents.”

B.3.8 DESIGNATION OF SOLICITATION FOR THE SMALL BUSINESS SET-ASIDE MARKET ONLY

This RFP is designated only for certified small business enterprise (SBE) offerors under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014,” D.C. Official Code § 2-218.01 *et seq.*, as amended.

An SBE must be certified as small in the procurement category of Disaster Preparedness/Emergency Planning Services (NIGP Code 990-29-00) in order to be eligible to submit a proposal in response to this solicitation.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

- C.1.1** The Government of the District of Columbia, Department on Disability Services (DDS), Developmental Disabilities Administration (DDA) requires the services of a contractor to manage, direct, facilitate and coordinate all aspects of DDS' participation in all emergency preparedness activities with the District's Homeland Security and Emergency Management Agency (HSEMA) in developing the District of Columbia's new emergency preparedness plan. The contractor shall be directly involved with HSEMA activities and will represent DDS in the preparation and planning of the District's emergency preparedness plan.
- C.1.2** The Contractor shall act as an agent of DDS and will manage, direct, facilitate and coordinate DDS' participation of HSEMA activities in preparing the District's new emergency preparedness plan. The Contractor shall represent DDS at the District's emergency preparedness planning meetings; advocate for individuals serviced by DDS; communicate the agency's point of view at all meetings; coordinate and facilitate all required activities with DDS vendors, service providers and clients' regarding issues and concerns related to emergency preparedness planning in support of District residents with intellectual and developmental disabilities.
- C.1.3** The Contractor shall receive approval for all work performed from the Contracting Officer's Technical Representative (COTR) to ensure the agency meets the timelines and standards imposed by HSEMA and federal regulations in developing the agency responses in the District's emergency preparedness plan and update/revise the agency's emergency management policies and procedures to incorporate any changes.
- C.1.4** The Contractor shall collect and review the Developmental Disabilities Administration (DDA) Service Providers' emergency preparedness plans and/or Continuity of Operations Plan (COOP) to ensure compliance and adequacy with the District, DDS and federal emergency management policies and procedures; specific emphasis shall be on the Provider's communications, transportation, sheltering and care of people with disabilities during an emergency or natural disaster.
- C.1.5** The Contractor shall provide deliverables to the Contractor Officer's Technical Representative (COTR), Deputy Director for Administration and will be housed at DDS, 1125 15th Street NW, Washington, DC 20005 .
- C.1.6** The Contractor shall provide one (1) Emergency Management Consultant.

C.1.1.1 APPLICABLE DOCUMENTS

Item No.	Title
1	DDS Continuity of Operations Plan 2013
2	DDS Emergency Response Plan 2013

C.1.2 DEFINITIONS

C.1.2.1 Person with an Intellectual Disability – someone considered to have significant limitations both in intellectual functioning, generally measured by an IQ test score of 70 or below, and in adaptive behavior, which covers many everyday social and practical skills. This disability must be diagnosed prior to age 18. Intellectual disabilities are one of many developmental disabilities and, therefore, people with ID are often referred to as having an intellectual and developmental disability (I/DD).

C.1.2.2 Developmental Disabilities (DD) – a developmental disability must be diagnosed prior to the age of 22. A developmental disability is attributable to a mental and/or physical impairment that is likely to continue indefinitely which results in substantial functional limitations in three or more of the following areas of major life activity, including self-care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; and economic self-sufficiency.

C.2 BACKGROUND

C.2.1 The Department on Disability Services is the public agency responsible for oversight and coordination of all services and supports provided to qualified people with intellectual and developmental disabilities in the District of Columbia. DDS coordinates home and community services for more than 2,000 people with intellectual and developmental disabilities so that each person can live and work in the neighborhood of his or her choosing and have independence, choice and control over their own lives through person-centered service planning and delivery. DDS utilizes approximately 80 contracted CMS Home and Community Based Services (HCBS) Waiver Providers utilizing approximately 300 residential facilities in support of the District’s IDD residents.

C.2.2 As part of DDS’ emergency preparedness planning, DDS is required to ensure the safety and welfare of the District’s intellectually and developmentally disabled residents serviced by DDS. The residential and day facilities supporting individuals supported by DDS shall outline how they will respond to environmental emergencies

and how they will continue to service and care for their staff and individuals receiving services in the residential group homes in an emergency or natural disaster

C.3 REQUIREMENTS

C.3.1 Contractor Responsibilities:

C.3.1.1 The Contractor shall perform, but not is limited to, the following:

C.3.1.2 Represent DDS at HSEMA meetings, planning activities, workshops and exercises that include a disability component.

C.3.1.3 Prepare and deliver written minutes/report within 3 days of attendance at any HSEMA meeting, planning activity, workshop or exercise.

C.3.1.4 Attend 95% of all HSEMA meetings and exercises the COTR identifies as necessary and related to services, communications, transportation or sheltering persons with disabilities.

C.3.1.5 Coordinate with HSEMA DDS' annual emergency management plan filings and updates. Notify DDS COTR of annual filing date (s)

C.3.1.6 Coordinate activities within DDS to update the agency's Continuity of Operations Plan, Emergency Response Plan and emergency management policies and procedures.

C.3.1.7 Propose (on-going) alteration/change of emergency management procedures based on regulatory changes, technological changes or knowledge gained from HSEMA meetings, planning activities and/or exercises.

C.3.1.8 Prepare and submit DDS annual emergency management plans to HSEMA.

C.3.1.9 Develop instructional materials (pamphlet/brochure) regarding emergency planning and preparedness for DDS employees in the event of a natural disaster or other emergency.

C.3.1.10 Collect and review DDS Providers' emergency preparedness plans to ensure compliance with the District and DDS emergency management policies and procedures.

C.3.1.11 Provide direction and technical assistance to Providers for developing, updating or changing the organizations' emergency management plan to comply with DDS Emergency Response Plan and Continuity of Operations Plan (COOP); special emphasis shall be on the Provider's communications, transportation, sheltering and care of people with disabilities in the event of an emergency or natural

disaster.

- C.3.1.12** Notify DDS COTR of all Provider facilities that lack an emergency management plan and/or COOP. Develop instructional materials with special emphasis on communication, transportation and sheltering and of people with disabilities. Provide instructional materials to DDS Service Providers regarding emergency planning and preparedness. Collect information to determine the needs of DDS Service Providers in the event of an emergency or natural disaster.
- C.3.1.13** Make presentations to Provider groups to provide information on emergency management planning and emergency preparedness plans and the implementation process.
- C.3.1.14** Maintain copies of all Provider emergency management and COOP plans.
- C.3.1.15** Keep informed of federal and local regulations affecting emergency management and ensure DDS emergency management plans adhere to the regulations.
- C.3.1.16** Schedule Quarterly meeting with Provider groups to ensure emergency preparedness plans/COOP plans have been completed and provide information gleaned from HSEMA meetings, planning activities or exercises that may assist the community.
- C.3.1.17** Provide technical assistance if the Provider does not meet the level of compliance established by the DDS for the emergency management plans.
- C.3.1.18** Maintain and update DDS Continuity of Operations Plan, DDS Emergency Response Plan and mapping document as needed.
- C.3.1.19** Prepare a mapping between the Providers' COOP plans and DDS COOP plan for enhanced effectiveness.
- C.3.1.20** Design and administer an emergency preparedness training course that teaches DDS employees and Providers on how to effectively respond in the event of an emergency or natural disaster.
- C.3.1.21** Deliver at least one training session to the DDS expanded leadership team (ELT) on the DDS COOP plan.
- C.3.1.22** Develop and coordinate at least one table top exercise including DDS leadership and Provider representation.
- C.3.1.23** Submit monthly progress and status reports to COTR in accordance with Section F.4 Deliverables.

C.3.1.24 Participate in conference calls and in-person meetings as needed.

C.4 STAFFING:

C.4.1 The contractor shall provide a full-time Emergency Management Consultant. The Emergency Management Consultant shall have at minimum of three years (3) of successful leadership, technical expertise and hands-on experience in emergency planning, emergency response, disaster preparedness, incident management and stakeholder networking initiatives. Skilled in staff training, technical support, crisis communication and building relationships with diverse communities. Strong skills in planning and problem-solving and works effectively with diverse groups and individuals.

C.5 ADMINISTRATIVE REQUIREMENTS

C.5.1 The Contractor shall use the following formats for documents that are exchanged electronically (Note: DDS reserves the right to require updated formats when upgrades become available):

C.5.1.1 Word Documents must be in Word 2009 Format;

C.5.1.2 Excel Spreadsheets must be in Excel 2009 Format;

C.5.2 The Contractor shall have the capability to communicate with the DDS via email over the Internet.

C.6 REPORTING REQUIREMENTS

C.6.1 Reports shall be submitted within three (3) working days after the date of request, unless otherwise specified by the COTR.

C.6.2 Failure to submit timely, accurate reports may result in Sanctions and sanctions being imposed as described in Section G.10.

C.6.3 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 DDS or required by Federal or District law.

SECTION D: PACKAGING AND MARKING

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

*****NOTHING FOLLOWS ON THIS PAGE*****

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF WORK PERFORMED

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.3.

*****NOTHING FOLLOWS ON THIS PAGE*****

SECTION F: DELIVERY OR PERFORMANCE

F.1 TYPE OF CONTRACT

The contract shall be a requirements type contract with payment based on the fixed unit prices set forth in the Price Schedule, Section B.3.

F.2 TERM OF CONTRACT

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

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of the Contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The estimated price for the option period shall be as specified in the contract extension.

F.3.4 The total duration of the Contract, including all options under this clause, shall not exceed five (5) years.

F.4 DELIVERABLES

The Contractor shall perform all requirements as specified in Section C – SOW and produce the required Deliverables by the due dates presented in the tables below.

F.4.1 Contract Deliverables

CLIN	Deliverable	Quantity	Format and Method of Delivery	Due Date	To Whom
0002	Staff Resume	1	Hard Copy & Electronic	Include w/response	CO
0002	Project Plan for Implementation of Contract Requirements	1	Hard Copy & Electronic	5 days after award	COTR
0002	Meeting Minutes/Report	1	Hard Copy & Electronic	Within 3 days after each meeting	COTR
0002	Provider Emergency Management Plan and/or COOP received	1	Hard Copy & Electronic	Within 5 days of receipt from the Provider	COTR
0002	Presentations received from HSEMA, Providers, Workshop, and Community meetings	1	Hard Copy & Electronic	Within 5 days of receipt	COTR
0002	Monthly Status Report of Provider plans received and plans that are outstanding	1	Electronic Spreadsheet submitted monthly along with the monthly report via email	No later than the 5 th of each month	COTR
0002	Monthly Status Report of Meetings, Workshops, Provider Visits and Training attended	1	Electronic Spreadsheet submitted monthly along with the monthly report via email	TBD	COTR
0002	Weekly Status Report Actions Completed/Outstanding and Planned for Next Week	1	Reports submitted via email in ways that protect confidentiality	TBD	COTR
0002	COTR Meeting/Conference	At minimum monthly	In person and via conference call	On-going as needed	COTR
0002	Emergency Preparedness Brochure and/or Pamphlet	1	Hard Copy & Electronic	TBD	COTR

F.5 FIRST SOURCE EMPLOYMENT REPORTS

Any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 are to be submitted to the District as a deliverable. If the reports are not submitted as part of the deliverables, final payment to the Contractor will not be paid.

F.6 NOTICE OF DISAPPROVAL OF DELIVERABLES

F.6.1 The COTR will provide written notice of disapproval of a Deliverable to the Contractor within ten (10) days of submission if it is disapproved.

F.6.2 The notice of disapproval will 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.7 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.8 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION

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

F.9 FAILURE TO RESPOND TO RESUBMISSION

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

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in Section B of the contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.1.2 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 this Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in G.9. The address of the CFO is:

Office of the Chief Financial Officer
Department on Disability Services
Attn: Accounts Payable
P.O. Box 54047
Washington, DC 20032-0247

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

G.2.2.1 Contractor's name, Federal Tax ID, DUNS number and invoice date (the Contractor shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number, page one (1) block number two (2) and purchase number order number. (Contractor shall not provide any services without a valid purchase order to pay for services to be rendered)

G.2.2.3 Description, price, quantity and the date (2) that the supplies/services were actually delivered and/or performed (Each deliverable submitted during the invoice period shall be specified) Contractor shall only invoice for completed reports accepted by the COTR;

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, mailing address and phone number of the person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

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

G.4 METHOD OF PAYMENT

G.4.1 ELECTRONIC PAYMENTS

G.4.1 The District reserves the option to make payments to the Contractor by wire or NACHA transfer and shall provide the Contractor at least thirty (30) days' notice prior to the effective date of any such change.

G.4.2 Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in this Contract, 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 date _____, make payment of this invoice to _____ (name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

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 the 15th day after the required payment date for any other item.

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

G.6.2 PAYMENTS TO SUBCONTRACTORS

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

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

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other item.

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

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

G.7 CONTRACTING OFFICER

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

Callie Byrd Williams
Chief Contracting Officer
1125 – 15th Street NW, 2nd Floor
Washington, DC 20005-2717
Telephone Number: (202) 730-1716
Facsimile Number: (202) 730-1514
E-Mail: Callie.Byrdwilliams@dc.gov

G.8 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

G.8.1 A Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this Contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by a Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.

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

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

G.9.1 The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.9.1.1 Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.9.1.2 Coordinating site entry for Contractor personnel, if applicable;

- G.9.1.3** 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.9.1.4** 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.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.
- G.9.2** The address and telephone number of the Contracting Officer's Technical Representative will be identified in the resulting contract.
- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:
 - G.9.3.1** Award, agrees to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 - G.9.3.2** Grant deviations from or waive any of the terms and conditions of the contract;
 - G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
 - G.9.3.4** Change the period of performance; or
 - G.9.3.5** Authorize the furnishing of District property, except as specified under the contract.
- G.9.4** The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.10** **CORRECTIVE ACTION – WITHHOLDING OF PAYMENTS**
 - G.10.1** In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.3, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation. Upon the Contractor's failure to comply with an approved corrective action plan the District may withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

G.10.2 The District reserves the right to withhold or recoup funds from the Contractor in accordance with any remedies allowed under the Contract or in any policies and procedures prescribed by the Government of the District of Columbia.

G.11 ORDERING CLAUSE

G.11.1. Any supplies and services to be furnished under the contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued monthly, quarterly, or annually as services are required during the term of the contract.

G.11.2. All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and the contract, the contract shall control.

G.11.3. If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.12 COST REIMBURSEMENT CEILING

G.12.1 Cost reimbursement ceiling for this contract is set forth in Section B.3.

G.12.2 The costs for performing this contract shall not exceed the cost reimbursement specified in Section B.3.

G.12.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.12.4 The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.12.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.12.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.4, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.4, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.12.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the

specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

- G.12.8** If any cost reimbursement ceiling specified in Section B.4 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.12.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.4, unless the change order specifically increases the cost reimbursement ceiling.
- G.12.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

Unless the Living Wage Act of 2006 requires a higher wage, the Provider shall be bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 15, dated June 2013 and subsequent revisions issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Section J.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable price adjustment.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic

responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

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

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

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 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:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and

H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

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

H.5.3.1 Number of employees needed;

H.5.3.2 Number of current employees transferred;

H.5.3.3 Number of new job openings created;

H.5.3.4 Number of job openings listed with DOES;

H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

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

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

- H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
 - H.5.5.1** Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - H.5.5.2** Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - H.5.5.2.1** Material supporting a good faith effort to comply;
 - H.5.5.2.2** Referrals provided by DOES and other referral sources;
 - H.5.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
 - H.5.5.2.4** Any documentation supporting the waiver request pursuant to section H.5.6.

- H.5.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
 - H.5.6.1** A good faith effort to comply is demonstrated by the Contractor;
 - H.5.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - H.5.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or

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

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

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

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

H.6 PROTECTION OF PROPERTY

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

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

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

H.8 FINANCIAL REQUIREMENTS

The Contractor shall ensure through its contracts, subcontracts and in any other appropriate manner that the District is not held liable for Contractor's debts in the event of the Contractor's insolvency.

H.9 SOLVENCY AND FINANCIAL RESERVES

The Contractor shall maintain a positive financial net worth, and insolvency reserves or deposits that provide a sound financial foundation for the Contractor to perform the operations and services required under the Contract.

H.10 MANAGEMENT INFORMATION SYSTEM

H.10.1 Confidentiality of Records

H.10.1.1 The Contractor shall treat all records as confidential and must use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited.

H.10.2 Use of Information and Data

H.10.2.1 The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

H.10.3 SECURITY REQUIREMENTS

H.10.3.1 The Contractor's employees shall not bring into the facility any form of weapons or contraband; shall be subject to search; shall conduct themselves in a professional manner at all times; shall not cause any disturbance in the facility; and shall be subject to all other rules and regulations of the facility and DDS. The Contractor shall be provided a copy of all applicable rules and regulations of the facility to the employees. The Contractor shall ascertain that each employee is issued a copy of said rules and signs a statement acknowledging the receipt of said rules. The Contractor shall maintain the acknowledgement of receipt in the individual employee's personnel folder.

H.10.4 AUDITS AND RECORDS

H.10.4.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.10.4.2 **Cost or pricing data.** If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in

order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.11. Comptroller General

H.11.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.11.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.11.3 **Reports.** If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) The data reported.

H.11.4 **Availability.** The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.10.12 for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.11.5 The Contractor shall insert a clause containing all the terms of this clause, including this section, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and- materials, labor hour, or price-re-determination type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in this clause.

H.12 SPECIAL INDEMNITY

The Contractor shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required as a consequence or result of any act, omission or default of the Contractor, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this contract.

H.13 PUBLICITY

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

H.14 WAY TO WORK AMENDMENT ACT OF 2006

H.14.1 Except as described in H.14.8 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.14.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published in the Living Wage Fact Sheet at Attachment J.11.

H.14.3 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.14.4 The Department of Employment Services may adjust the living wage annually.

- H.14.5** The Contractor shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice 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.14.6** 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.14.7** 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.14.8** 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.14.9 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.15 PROHIBITED INFORMATION AND ACTIVITIES

H.15.1 In addition to its rights under the Default clause of the Standard Contract Provisions (Attachment J.10), sanctions may be imposed in accordance with Section G.10 if the District determines that the Contractor has violated applicable Federal law as specified in Sections 1903(m)(5)(A) and 1932(e)(1) of the Social Security Act and 42 CFR 422.208-210, §438.700-702, and 45 CFR 92.36(i)(1), including:

H.15.1.1 Acting to discriminate among Enrollees on the basis of their health status or need for health care services;

H.15.1.2 Misrepresenting or falsifying information the Contractor furnishes to CMS or the District;

H.15.1.3 Misrepresenting or falsifying information that the Contractor furnishes to an Enrollee or health care provider;

H.15.1.4 Distributing directly or indirectly through any agent or independent Contractor, materials that have not been approved by the District or that contain false or materially misleading information;

H.15.1.5 Violating any of the other applicable requirements of sections 1903(m) or 1932 of the Social Security Act and any implementing regulations; and

H.15.1.6 Violating District of Columbia law; or regulations or court orders including but not limited to Salazar v. the District of Columbia et.al.

H.16 DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)

See Attachment J.2 for the full text of the clause required by the Health Insurance Portability and Accountability Act (HIPAA), as amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the release of the Final Omnibus Rule to increase HIPAA privacy and security protections by implementing Provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

H.17 RESERVED

H.18 RESERVED

H.19 RESERVED

H.20 INTELLECTUAL PROPERTY

The Contractor shall comply with Department on Disability Services' requirements and regulations pertaining to reporting as well as all DDS requirements and regulations pertaining to copyrights and rights in data as set forth in clause at Section I.5.

H.21 ADVISORY AND ASSISTANCE SERVICES

This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.22 SUBCONTRACTING REQUIREMENTS

H.22.1 Mandatory Subcontracting Requirements

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided,

however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.22.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section (a) of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.22.3 Copies of Subcontracts

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.22.4 Subcontracting Plan Compliance Reporting.

(1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

(2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.22.5 Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.22.6 Notices

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.22.7 Enforcement and Penalties for Breach of Subcontracting Plan

(1) A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

(2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the

imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

(3) If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default**.

H.23 DISTRICT FURNISHED PROPERTY

H.23.1 If Government-furnished property is provided to the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property.

H.23.2 The Government shall retain title to all Government-furnished property.

H.23.3 The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

H.23.4 The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Title 27, District of Columbia Municipal Regulations (DCMR) Chapter 41, Section 4106, in effect on the date of this contract.

H.24 BACKGROUND CHECK REQUIREMENT

H.24.1 A facility, long-term care facility or provider, shall not offer to employ or contract with any unlicensed person having direct patient, resident, or client access, or person license registered, or certified under Chapter 12 of Title 3 of the D.C. Official Code unless within a forty-five (45) day period immediately preceding the date of initial employment or initial commencement of contract services the following has occurred:

- (a) Pursuant to § 4701.2 and 4701.3, the person has undergone fingerprinting or live scan performed in the District of Columbia which has resulted in a criminal history, that reveals all convictions that have occurred within the District of Columbia and the fifty (50) states;
- (b) The Department of Health verifies that the person has not been convicted, within the seven (7) years before the criminal background check, of any of the offenses listed in § 4705.1;
- (c) The Department of Health and those facilities identified pursuant to § 4701.1 verify by means of a check, that the person's name is not on the Dru Sjodin National Sex Offender Public Website coordinated by the United States Department of Justice, or the Nurse Aide Abuse Registry of

the District of Columbia or such registry in the state or states in which the person has lived or worked; and

- (d) The person provides a sworn statement affirming that there are no criminal matters pending against him or her.

H.24.2 Each facility, long-term care facility or provider, identified in § 4701.1 shall cause each prospective employee or contract worker who will have, or foreseeably may have direct patient, resident, or client access, to undergo a criminal background check that shall reveal the criminal history, if any, in the District of Columbia and the fifty (50) states. Fingerprinting or live scan shall be performed in the District of Columbia utilizing the Metropolitan Police Department (MPD) or a private agency. The criminal background check shall be performed, following fingerprinting or live scan, by the MPD and Federal Bureau of Investigation (FBI) in an FBI-approved environment. The results of the criminal background checks shall be forwarded to the Department of Health.

H.24.3 The results of the criminal background check shall disclose the criminal history, if any, of the prospective employee or contract worker for the previous seven (7) years before the check.

H.24.4 An employee or a contract worker shall be required to undergo a subsequent criminal Background check every four (4) years after the date of his or her initial background check provided that if the name of the employee appears in the FBI databank when the “rap back” system is implemented, the employee shall not be required to have subsequent criminal background check performed.

H.24.5 The Department of Health shall notify a facility, long-term care facility or provider that employs the subject of a criminal background check which returns positive results for and of the offenses listed in § 4705.1 within forty-five (45) days prior to the commencement of the subjects’ employment.

H.24.6 A facility, long-term care facility or provider shall inform the Department of Health within ten (10) days of the resignation or termination of any employee subject to criminal background checks under this chapter whose resignation or termination was for criminal, unprofessional, or unethical conduct.

H.24.7 A contract worker shall not be considered resigned or terminated for purposes of §4701.a as long as the employment contract with the facility is renewed within forty-five (45) days of its satisfaction.

H.24.8 Nothing in this section shall prohibit a facility from requiring, in a contract agreement, that the criminal background checks for contract workers be obtained by the contractor.

H.25 **DDS Responsibilities:**

- H.25.1** DDS will provide the Contractor a current, up-to-date roster of contracted CMS Home and Community Based Services (HCBS) Waiver Providers and residential and day facilities in support of the District's IDD residents.
- H.25.2** Provide orientation for the Contractor relative to DDS emergency management program mandates and contract terms.
- H.25.3** Provide continuous contract performance evaluations and program monitoring.
- H.25.4** Conduct a timely review of all materials submitted to the agency by the Contractor as required.
- H.25.5** Provide a response or request for additional information or clarification from the Contractor as it pertains to the Contractor's compliance or noncompliance of deliverables within five (5) business days of submission.
- H.25.6** Review and approve all reports and publications prior to public release as required.
- H.25.7** Provide workspace at 1125 15th street, NW, Washington DC, including desktop computer and cellular telephone.

PART II - CONTRACT CLAUSES

SECTION I : CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” incorporated by reference into this Contract, and shall govern the relationship of the parties as contained in this Contract. By signing this Contract, the Contractor agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements, as revised below.

DELETE PROVISION 14, Disputes, and substitute the following:

14. Disputes (Interim PPRA Version, July 2011)

A. All disputes arising under or relating to this contract shall be resolved as provided herein.

B. Claims by a Contractor against the District:

Claim, as used in paragraph I.1.1.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- 1) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer (CO) for a decision. The Contractor’s claim shall contain at least the following:
 - a. A description of the claim and the amount in dispute;
 - b. Data or other information in support of the claim;
 - c. A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
 - d. The Contractor’s request for relief or other action by the CO.
 - e. The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - f. The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the

adequacy of the information in support of the claim provided by the Contractor.

- 2) The CO's written decision shall do the following:
 - a. Provide a description of the claim or dispute;
 - b. Refer to the pertinent contract terms;
 - c. State the factual areas of agreement and disagreement.
 - d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - f. Indicate that the written document is the CO's final decision; and
 - g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 3) Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
- 4) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- 5) Liability under Paragraph 4) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- 6) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

C. Claims by the District against a Contractor:

- 1) Claim as used in paragraph I.1.1.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that

can be resolved under a contract clause that provides for the relief sought by the claimant.

- 2) The CO shall decide all claims by the District against a contractor arising under or relating to a contract. The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:
 - a. Provide a description of the claim or dispute;
 - b. Refer to the pertinent contract terms;
 - c. State the factual areas of agreement and disagreement;
 - d. State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - e. If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - f. Indicate that the written document is the CO's final decision; and
 - g. Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
 - 3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - 4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement
 - 5) The authority contained in this clause I.1.1.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
 - 6) This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- D.** Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- E.** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,

catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

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

applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or as 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. DCJM-

and,

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 ESTIMATED QUANTITIES

It is the intent of the District to secure a contract for all of the needs of the Department on Disability Services (DDS) only for services specified herein for which needs may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles or services specified herein have a history of repetitive use in the DDS. The estimated quantities stated in the RFP reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, all charges prepaid, to the ordering agency. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

I.9 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall acquire 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.

4. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. **Sexual/Physical Abuse & Molestation.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. **Employment Practices Liability.** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims that the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

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:

Callie Byrd Williams
Chief Contracting Officer
Department on Disability Services
Office of Contracts and Procurement
1125 15th St, NW, 4th Floor
Washington, DC 20005-2720
(202) 730-1716
E-mail Callie.Byrdwilliams@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.11 EQUAL EMPLOYMENT OPPORTUNITY

The contractor shall comply and maintain compliance with affirmative action requirements set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. Forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.16. An

award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.12 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) Contract document
- (2) Standard Contract Provisions
- (3) Contract attachments other than the Standard Contract Provisions
- (4) RFP, as amended
- (5) BAFOs (in order of most recent to earliest)
- (6) Proposal

I.13 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.14 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.

PART III
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Attachment No.	Title
J.1	U.S. Department of Labor, Wage Determination No. 2005-2103, Revision No. 14 dated July 25, 2014
J.2	DDS HIPPA Business Associate Compliance (August 2013)
J.3	Government of the District of Columbia Standard Contract Provisions for Use with the District of Columbia Government Supply and Services Contracts, dated March 2007 The full text of the incorporated attachments is set forth at www.ocp.dc.gov , under Contractor Support Center, « Solicitation Attachments : http://ocp.dc.gov/node/599822
J.4	2015 Living Wage Act Notice
J.5	2015 Living Wage Act Fact Sheet
<p><i>The attachments listed below are required to be completed and submitted with the Offeror's proposal are set forth at www.ocp.gov, under Opportunities & Support, OCP Solicitations, Required Solicitation Documents</i> http://ocp.dc.gov/page/required-solicitation-documents-ocp</p>	
J.6	Government of the District of Columbia Department of Employment Services First Source Employment Agreement (Initial Employment Plan for solicitations valued between \$300,000 and \$5M)
J.7	Equal Employment Opportunity Information and Mayor's Order 85-85
J.8	Tax Certification Affidavit

PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

Offeror shall complete and submit with the price proposal the

Bidder/Offeror Certification Form

found at www.ocp.dc.gov, under Opportunities & Support,

OCP Solicitations, Required Solicitation Documents.

Click on "[Bidder/Offeror Certifications](#)".

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 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 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and *five (5)* copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to *Solicitation No. DCJM-2015-R-0016, DDS Emergency Management Consultant.*"

L.2.2 The District may reject any proposal that fails to include a subcontracting plan that is required by law.

L.2.3 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 services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C and as described below:

L.2.2.1 Technical Expertise

The Offeror must submit evidence of its understanding of the requirements having expert knowledge and skill in emergency management planning and emergency preparedness functions in a municipality or state government. The Offeror shall describe its organizational infrastructure and staffing to implement the RFP requirements. The Offeror shall provide resume (s) in that demonstrate the applicable background, education, experience, certifications and special qualifications of personnel designated to

work on the contract. The resumes should also include the availability date for hire.

L.2.2.2 Management Approach

The Offeror shall submit evidence of its understanding of the statement of work. The Offeror must present a management plan to successfully accomplish the requirements of the contract. The plan must describe how the Emergency Management Consultant will operate to coordinate and manage activities and ensure total accountability for successful performance of all tasks and deliverables.

L.2.2.3 Past Performance

The Offeror shall provide evidence that it has provided emergency management professionals on a long-term basis to the District, other Government and/or state agency, private or non-profit agencies that required similar staffing within the past five years. The emergency management professional provided should be the same or similar in education, qualifications and skills. The Offeror shall provide contact information for at least three references for which it has provided services in the past five years so that DDS may obtain past performance evaluations.

L.3 PRICE PROPOSAL

The price proposal shall be submitted as set forth in Section B.3. Cost and pricing data are required to support all costs. The successful offeror may be required to submit a certificate of current cost or pricing data.

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

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

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

L.4.2 Withdrawal or Modification of Proposals

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

L.4.3 Postmarks

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

L.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.4.5 Late Proposals

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **five (5)** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **five (5)** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, DDS, 1125 15th Street, NW, Washington, DC 20005, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the

Contracting Officer, DDS, 1125 15th Street, NW, Washington, DC 20005 of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 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.7.2 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.8 PROPOSALS WITH OPTION YEARS

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

L.9 PROPOSAL PROTESTS

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

L.10 SIGNING OF OFFERS

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

L.11 UNNECESSARILY ELABORATE PROPOSALS

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

L.12 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 offeror.

L.13 PROPOSAL COSTS

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

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public.

The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

L.17.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.17.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

SECTION M: EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

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 that 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.

M.3 EVALUATION CRITERIA

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

M.3.1 Technical Expertise

M.3.2 Management Approach.

M.3.3 Past Performance.

M.3.4 Price.

M.4. TECHNICAL CRITERIA

M.4.1 Technical Expertise (40 points)

M.4.2.1 Experience and in depth knowledge in working on a similar project in emergency management planning, emergency preparedness and/or disaster relief for a municipality, state and/or federal government agency.

M.4.2.2 Experience and general knowledge in working with special needs populations including people with disabilities.

M.4.2.3 Quality of resumes with specific leadership and background in emergency management, emergency preparedness and/or disaster relief.

M.4.2.4 Directing, managing, facilitating and coordinating a similar project in emergency management planning, emergency preparedness and/or disaster relief.

M.4.2 Management Approach (20 points)

M.4.2.1 Understanding of requirements; including developing emergency management and COOP plans and managing, directing, coordinating, and facilitating emergency preparedness, emergency response and/or disaster relief activities particularly to support special needs populations.

M.4.2.2 Thoroughness of management plan and service delivery approach.

M.4.3 Past Performance (20 points)

- M.4.3.1** Quality of Past Performance related to emergency management planning emergency preparedness and/or disaster relief.
- M.4.3.2** Relevance of past performance with similar projects; offerors are required to provide three (3) references that include; organization/agency name, contact name, address, telephone number and contract number.

M.4.4 PRICE CRITERIA (20 Points)

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

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

M.4.5 TOTAL TECHNICAL AND PRICE (100 points)

M.5 Preferences for Certified Business Enterprises

Under the provisions of the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 *et seq.*, as amended (“Act”, as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

M.5.1. Application of Preferences

For evaluation purposes, the allowable preferences under the Act 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 DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- 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.

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.

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.

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.

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.

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.

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.

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.5.2.1 Preferences for Certified Joint Ventures

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

M.5.2.2 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.2.3 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

M.5.2.4 Any vendor seeking 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 850N
Washington DC 20001

M.5.2.5 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 OPTION YEARS

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

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 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.7.2 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.